



**Materials Management &  
Technical Services Department  
Toronto Catholic District School Board  
80 Sheppard Avenue East  
Toronto, Ontario  
M2N 6E8**

**REQUEST FOR PROPOSAL  
For**

**Conferencing/Restorative Justice Facilitator Training  
Program**

**Reference: P-142-08**

**Date: Tuesday Aug 12, 2008**

**Closing Date: Tuesday August 26<sup>th</sup> 2008**

**Closing Time: 3:00:00 PM**

**RFP Coordinator**  
Tracy L. Assis  
Sr. Buyer, Purchasing  
Materials Management Department  
Toronto Catholic District School Board  
80 Sheppard Avenue East  
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Sealed proposals will be received at the Catholic Education Centre located at the above address before 3:00 p.m., local time, on **Tuesday August 26<sup>th</sup> 2008**. They must be time-stamped and placed in the tender box located on the 4th floor in the Materials Management Department.

**Late or facsimile proposals will not be accepted or considered**

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## 1. INTRODUCTION

The TCDSB operates across the City of Toronto with over 10,000 staff educating over 90,000 students at over 201 sites, which include schools and administrative support centers. The TCDSB is proud to serve Toronto students from diverse cultural, linguistic and ethnic backgrounds through a broad range of programs and services. Working in partnership with parents, local parishes and the wider school community, TCDSB schools offer a safe and caring learning environment, which reflects Catholic tradition and values.

Toronto's Catholic schools follow the provincial curriculum as set out by the Ministry of Education, and seek to meet the Catholic Graduate Expectations for all of their students as set out by the Institute of Catholic Education. The objectives of TCDSB schools are to enable students not only to reach their academic potential, but to develop spiritually and emotionally as well. TCDSB schools strive to be true faith communities, where programs reflect the teachings of the Catholic Church, where prayer and reflection are an intrinsic part of each school day, and where students have opportunities to put their faith into action through their interactions with staff, their fellow students and the wider community.

### 1.1 STATISTICS

**Students:** 91,012

**Teachers:** 5,699

**Support / Academic Staff:** 2,771

**Principals / Vice-Principals:** 307

**Administration:** 223

**Elementary Schools:** 168

**Secondary Schools:** 31

**Combined Schools:** 2 (Cardinal Carter Academy for the Arts and St. Michael's Choir)

**Administrative Support Sites:** 4

**Budget:** \$849million for 2007-2008

### 1.2 SCOPE OF WORK

The Toronto Catholic District School Board (hereinafter referred to as the TCDSB) wishes to obtain proposals from qualified organizations that have extensive experience in Conferencing Circle and Restorative Justice Facilitator training. Training will be administered to 200 + staff.

Training, as proposed, will empower staff to work with students who have committed infractions that result in expulsion under the Education Act.

The successful proponent will teach principles and standards of conference circle training and restorative justice. Staff will be instructed as a minimum on problem solving, conflict resolution and participatory decision-making. Staff will also be instructed on effective conferencing circle methods.

### **1.3 BACKGROUND**

As of February 1st, 2008 all boards in Ontario must provide a long term suspension program for students in accordance with Bill 212 and Policy and Program Memorandum #141. The program must contain academic and non-academic components.

The purpose of the non-academic component is to assist students on a long-term suspension of more than ten school days in the development of positive attitudes and behaviours. Identifying and addressing the underlying causes of the student's behaviour will help reduce the risk that the student might be given a suspension or expulsion in the future.

### **1.4 SCHEDULE OF EVENTS**

|   |                        |
|---|------------------------|
| Release of RFP                                      | Aug 12, 2008           |
| Last day for Receipt of Questions from Respondents  | Aug 19, 2008 3:00 p.m. |
| Deadline for Appendix "C" Intent to Submit Proposal | Aug 21, 2008           |
| Responses to Questions via addendum                 | Aug 22, 2008 3:00 p.m. |
| RFP Closing   | Aug 26, 2008 3:00 p.m. |
| Interview with Proponents                           | Aug 29, 2008 3:00 p.m. |
| Evaluation of Responses                             | Aug/Sept 2008          |
| Announcement of Successful Respondent(s)            | Sept 2008              |

The TCDSB reserves the right to alter the schedule of events or cancel the RFP on 48 hours notice without any penalty or cost to the TCDSB.

## **2. CONFERENCING/RESTORATIVE TRAINING OBJECTIVES**

- To ensure that students who've committed infractions and have been expelled under the Education Act recognize and comprehend their accountability to all parties involved and to their community;
- To help develop their competencies and to become more productive and responsible in their community; and
- To promote a positive school/community environment
- To engage parents and/or members of the community on bullying prevention activities
- To improve the physical and social safety of TCDSB schools
- To support student leadership programs (i.e.- peer mediation , conflict resolution)
- To reduce the number of suspensions/expulsions
- To promote safe and caring learning communities

## **3. QUALIFICATION REQUIREMENTS AND ELIGIBILITY CRITERIA**

Proponents must be experienced and currently involved with restorative justice programs.

Specialized knowledge in training and facilitation of community conferencing/ circle conferencing/restorative justice training is mandatory. The TCDSB will be looking for a provider with agency links to victim and youth offender programs, the court system, law enforcement, mental health, substance abuse, education, and community representatives.

The successful proponent will have a thorough understanding of the legal and emotional ramifications of community conferencing, mediation, problem solving, negotiation, and post-community conferencing monitoring. The successful proponent will be available to do follow-up consultation if it is deemed by the TCDSB as required, contribute feedback and assist in future evaluation when requested.

Proponents will focus on not only knowledge-based practices, but in the actual implementation skills needed to perform community conferencing for the TCDSB.

#### **4. IMPLEMENTATION PLAN**

The Proponent shall develop and provide with this submission a comprehensive implementation plan for delivery of the requirement stated herein.

#### **5. TRAINING**

Although the Proponent is to develop an implementation plan, as a minimum the following guidelines shall be followed:

A workshop will be administered once annually as required by the TCDSB to 200+ staff over a one day period (aprox. 8 hours) at a location to be specified by the TCDSB. Training materials if any will be provided by the successful proponent.

A full day program may consist of the following core components:

- A history of Restorative Process/Justice Theory and Practice
- The techniques and habits of good facilitator
- Identifying appropriate cases for conferencing circles
- How to coordinate and prepare for a resolution conference circle
- Roles and responsibilities of the Facilitator
- The different roles of offender, victim, witness and supporters are examined and discussed
- Facilitate a Circle dialogue
- Creating a meaningful Agreement
- Conference follow-up making restitution
- Mock conferencing circles and role playing
- Support videos may also be used.

#### **6. RULES OF THE RFP PROCESS**

##### **6.1 GENERAL TERMS**

For the purposes of requirements stated in this RFP:

- “Willingness” means to consent to, or undertake the responsibility described.
- “Must” means mandatory requirement.
- “May” means possibly will, may or may not be required.

## 6.2 CORRESPONDENCE INFORMATION

An RFP Coordinator has been assigned by the TCDSB. All communications to the TCDSB must be channeled through this RFP Coordinator, whose name and address appear below.

Tracy L. Assis  
Sr. Buyer, Purchasing  
Materials Management Department  
Toronto Catholic District School Board  
80 Sheppard Avenue East  
Toronto, Ontario  
M2N 6E8  
Tel: (416) 222-8282 ext. 2107  
Fax: (416) 512-3440  
E-Mail: [tracy.assis@cdsb.org](mailto:tracy.assis@cdsb.org)

## 6.3 QUESTIONS

It shall be the responsibility of each Proponent to inform itself of all aspects of the technology required. Should any details necessary to a clear and comprehensive understanding be omitted, or any errors appear in the RFP Documents, or should the Proponent note facts or conditions which in any way conflict with the letter or spirit of the RFP Documents, it shall be the responsibility of the respondent to obtain clarification before submitting its proposal.

Proponents will submit written questions and requests for clarification to the RFP Coordinator. Neither the TCDSB nor its agents shall be responsible for any instructions or information given to any respondent verbally.

All questions must be submitted in writing by Aug 19, 2008 3:00 p.m. to the RFP Coordinator. Written submission of questions by e-mail to the RFP Coordinator is preferred. All questions received in writing on or before Aug 19, 2008 3:00 p.m. will be answered via addenda on Aug 22, 2008. **In order to receive addenda, respondents must submit Appendix “A” Receipt Confirmation Form acknowledging intent to submit proposal before Aug 21, 2008.**

No employee or representative of the TCDSB is authorized to amend or waive the terms of the RFP Documents in any way unless the amendment or waiver is approved and signed by the RFP Coordinator.

## 6.4 ADDENDA

Any changes or revisions to this RFP will be issued in writing as formal addendum

Proponents who have submitted Appendix “A” Receipt Confirmation Form and acknowledge their intent to participate in this RFP process by submitting a proposal, may, prior to the

Closing Date, be advised in writing (by "Addenda") of required additions to, deletions from, or alterations to requirements of the RFP Documents. All Addenda shall become an integral part of the RFP Documents and shall be allowed for in arriving at the contract prices.

Each Proponent shall be responsible for verifying before depositing its proposal that it has received all Addenda that have been issued.

## **6.5 RFP DOCUMENTS PROVIDED**

Proponents shall promptly examine all the RFP Documents after receipt. Any errors, omissions, or ambiguities discovered therein should be reported in writing to the RFP coordinator. If necessary, Addenda may be issued to Proponents who have submitted Appendix "A" Receipt Confirmation Form, before the RFP closing date. Unless confirmed by Addendum, respondents shall not take into consideration any instructions or answers modifying the RFP Documents.

Respondents must structure their proposal using only the criteria identified in this RFP. When submitting proposals, respondents must use the same numbering format included in this document.

Three copies are required from each proponent.

The RFP Documents shall consist of the following:

- Instructions to Respondents
- Appendix "A"- Receipt Confirmation Form
- Appendix "B"- Proponents Checklist
- Appendix "C"- Requirement Response Sheet
- Appendix "D"- Agreement to Abide
- Appendix "E"- Form of Proposal
- Appendix "F"- Vendor Profile, Financial Capability
- Appendix "G"- Proposal Paper
- Appendix "H"- Sample Reference Submittal Form
- Appendix "I"- Proposal Submission Form
- All addenda issued

## **6.6 RFP DOCUMENTS REQUIRED:**

The respondent's full legal name and address shall be typed or legibly printed in the spaces provided in the Proposal Forms. An authorized representative of the firm/organization shall sign the Proposal Form where required.

The RFP Documents shall consist of the following:

- Appendix "A"- Receipt Confirmation Form
- Appendix "B"- Proponents Checklist
- Appendix "C"- Requirement Response Sheet
- Appendix "D"- Agreement to Abide
- Appendix "E"- Form of Proposal
- Appendix "F"- Vendor Profile, Financial Capability

- Appendix "G"- Proposal Paper
- Appendix "H"- Sample Reference Submittal Form
- Appendix "I"- Proposal Submission Form
- All addenda issued

Submissions by facsimile will not be considered.

## **6.7 DELIVERY OF THE PROPOSAL**

Each proponent shall return three (3) paper copies of the completed proposal including one (1) original and two (2) complete copies, each of which must include copies of the Proposal Forms completed exactly as required and any other documentation in response to the requirements as set out in the Statement of Requirements.

Proposals must be addressed and delivered on or before 3:00 p.m., local time, on August 26th, 2008 in a sealed package to the following address:

Tender Box, 4th Floor, Materials Management Department  
Catholic Education Centre  
Toronto Catholic District School Board  
80 Sheppard Avenue East  
Toronto, Ontario  
M2N 6E8

**Reference: SAFE SCHOOLS- Conference Circle/Restorative Justice Facilitator Training Program**

All submissions must be date and time stamped and placed in the tender box located on the 4<sup>th</sup> floor in the Materials Management Department at the Catholic Education Centre. **Late submissions will not be accepted.**

Each proponent submitting a proposal must respond using the same proposal form as provided in this RFP. Failure to comply with this format will result in the respondent being disqualified.

All accepted proposals shall become the property of the TCDSB and will not be returned.

Proposals delivered after the date and time specified will not be received or considered and will be returned unopened. Proposals delivered to an address other than as specified will not be considered.

## **6.8 PROPOSAL PAPER/IMPLEMENTATION PLAN**

In order to simplify the evaluation process and obtain maximum comparability, the TCDSB requires all businesses to submit proposals in the following format. Any deviation from this format may result in disqualification of the proposal.

- A. Title Page
  1. RFP Project Title
  2. Name of Proponent

3. Address, telephone number, e-mail address, and web address of the proponent
4. Name of Account Manager
5. Date of Submission

**B. Table of Contents**

Include a clear identification of the materials by section and by paper number.

**C. Professional Experience**

1. Describe the business's experience with Conference Circle/Restorative Justice Initiatives during the past three – five years.
2. Identify the specific trainers that will be assigned to the TCDSB and provide copies of the resumes of staff to be assigned. Resumes must identify the specific education, training, and experience of the training staff assigned to the TCDSB.
3. Describe the business's participation in professionally sponsored training programs for Community Conference Facilitators.
4. Provide name, address and telephone number of at least four (4) GTA clients, school Districts, and/or City/Province organization references whom the TCDSB may contact.

**D. Implementation Plan**

1. State the proponents understanding of the services to be performed and the work products to be delivered.
2. Submit a proposed work plan to accomplish the required services.

**E. Compensation**

1. The proposal shall include an fixed fee/per facilitator training session, inclusive of all travel, clerical, printing, administrative and overhead expenses for the contract period.

**G. Additional Information**

Provide additional information, not specifically requested previously, considered necessary for fair evaluation of the proposal.

## **6.9 REFERENCES**

Each proposal paper must provide a minimum of four (4) references to which you have provided a program of similar scope and size within the last three years.

Proponents must indicate whether the reference is a current or previous customer and the term of your service with the reference customer. These references must include the name and telephone number of a person whom the TCDSB may contact.

A sample reference form has been provided at Appendix "H"

## **6.10 RIGHT TO CONTRACT FOR IDENTICAL OR SIMILAR GOODS**

By entering into a Contract, the TCDSB shall not limit its right to contract for identical or similar goods from any other source should the vendor be unable to furnish the required item or service within the required time frame.

## **6.11 NO LIABILITY FOR EXPENSES**

The TCDSB shall not be liable for any expenses incurred in the preparation and submission of the proposal.

## **6.12 RIGHTS TO DISQUALIFY**

The TCDSB reserves the right to disqualify proposals not submitted in strict accordance with the requirements of the RFP Documents.

It must be clearly understood that if there is any evidence of misleading or false information having been given, the TCDSB may, at its sole discretion, reject the proposal.

Failure to respond in electronic format as described in this RFP will deem the proposal noncompliant.

Any vendor that is not a Nortel Premium or Elite Advantage Partner will be disqualified. In addition, any vendor not having an established service area within the Greater Toronto Area (GTA) that includes the City of Toronto and operating distribution center(s) within the GTA will be disqualified.

## **6.13 RIGHT NOT TO PROCEED**

The TCDSB reserves the right not to proceed with this RFP and to reject all or any of the proposals.

The TCDSB reserves the right to reject any proposal whether or not completed properly and whether or not it contains all required information. Without prejudice to this right, the TCDSB may request clarification where any respondent's intent is unclear and may waive or request amendment where, in the opinion of the TCDSB there is a minor irregularity or omission in the information that is to be submitted in a required document.

## **6.14 RIGHT TO TERMINATE:**

The TCDSB may terminate this RFP for any reason or for no reason.

The TCDSB reserves the right to cancel a contract upon giving 30 days written notice, if a new Board of Trustees, elected during the term of the contract, decides that the contract should be cancelled for whatever reason.

The TCDSB reserves the right to cancel a contract if required by Provincial Legislation.

The TCDSB may terminate a contract without notice if the successful respondent is in breach of its proposal or any of the RFP Documents.

## **7. EVALUATION AND AWARD**

### **7.1 EVALUATION PROCESS**

In cases where the TCDSB is unable to ascertain the level of the proponent's compliance with the requirements from the proposal submitted, the TCDSB may assume the most restrictive interpretation without resorting to requesting further information and clarification from the respondent. Should the need arise verification of responses given will be done through any means possible.

Proponents must respond to this solicitation by submitting all data required herein in order for the proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration for award.

The TCDSB reserves the right not to consider a proposal if any of the mandatory proposal documents is not submitted.

### **7.2 EVALUATION CRITERIA**

Proposals will be evaluated based on the conformance to specifications; quality of services, response to requested information, reputation, positive past performance and overall cost.

Proposals will also be further evaluated based on the following criteria:

- Administration organization and breadth of company
- Respondent's relevant experience with providing conference training/restorative training as is required herein.
- Respondent's relevant experience with providing to large school boards within the GTA
- Proponent's relevant experience with the TCDSB in particular
- Positive References from existing customers
- Financial standing and stability
- Freedom from potential legal liabilities which would have an impact on the ability of the respondent to complete the agreement
- Interview and/or presentation, if required
- Quality of the proposal submitted

### **7.3 INTERVIEW**

At the discretion of the TCDSB, interviews may be carried out allowing the TCDSB Evaluation team the ability to ascertain the capabilities and resources of the Proponent. The Proponent may be required to provide a location whereby the evaluation team can conduct a product a performance review/interview.

### **7.4 AWARD**

All proposals will be evaluated on its compliance with the requirements set out in this RFP document.

Neither the lowest priced nor shall any proposal necessarily be accepted.

It is the Boards intent to award this RFP to one (1) vendor only.

Any award resulting from this RFP may be subject to the successful conclusion of a contract between the respondent(s) and the TCDSB.

In the event that a successful respondent(s) fail(s) or refuse(s) to enter into and duly execute(s) a written contract within a reasonable time, the TCDSB reserves the right, at its sole discretion, to enter into contract with another vendor, not to accept any proposal or to call for new proposals.

## **8. TERMS AND CONDITIONS**

The following detailed terms outline the conditions that your proposal must address:

### **8.1 GENERAL**

There will be no payments to Respondents for work related to and materials supplied in the preparation and presentation of the RFP responses.

No alterations will be accepted after the specified closing time for submitting proposals. However, Respondents may withdraw their proposals and resubmit at anytime before this closing time.

It must be clearly understood that if there is any evidence of misleading or false information having been given, the TCDSB may, at its sole discretion, reject the proposal.

The TCDSB reserves the right to reject any proposal whether or not completed properly and whether or not it contains all required information. Without prejudice to this right, the TCDSB may request clarification where any Respondent's intent is unclear and may waive or request amendment where, in the opinion of the TCDSB there is a minor irregularity or omission in the information that is to be submitted in a required document.

Any award resulting from this RFP may be subject to the successful conclusion of a contract between the Proponent(s) and the TCDSB.

## **8.2 TERM OF CONTRACT**

This contract will have an initial term of one year and will be active from September 1<sup>st</sup>, 2008 to June 30<sup>th</sup>, 2009. This contract will include an option to extend for a 2<sup>nd</sup> year at the Board's discretion and is subject to satisfactory service performance and pricing.

## **8.3 CONTRACT**

Successful proponents will be required to enter into a formal contract however it is expressly understood and agreed, that upon the acceptance of this proposal by the Board, the said proposal shall constitute a valid and binding contract. The Board reserves the right to negotiate the Proposals, in whole or in part, with any or all Proponents at any time prior to the awarding of the Contract.

## **8.4 ACCEPTANCE**

A delay may occur between the receipt of submissions and the announcement of awards. Submission requiring immediate acceptance by the Board may or may not be considered, at the Board's option.

## **8.5 NEGOTIATIONS WITH THE SUCCESSFUL PROPOSER**

After selection of a successful Proponent, the Board may elect to negotiate specifics prior to award of contract. If these negotiations are not successful, the Board may elect to negotiate with the next highest scoring Proponent. Further, once the contract has been awarded to the Successful Proponent, the Board has the right to negotiate changes, amendments or modifications to the submission, without offering the other Proponents the opportunity to amend their submissions

## **8.6 CRIMINAL BACKGROUND CHECK**

Respondent(s) shall acknowledge being subject to Regulation 521/01, of the Education Act (Ontario) with respect to criminal background checks and offence declarations. Respondent(s) covenants and agrees to assist the Board in complying with same by providing the Board or such other entity as the Board may designate, with a Criminal Background Check covering offences which would be revealed by a search of the automated Criminal Records Retrieval System maintained by the RCMP, together with an Offence Declaration in a Board approved form for every individual or employee of the Proponent who may come into direct contact with pupils on a regular basis at a school site of the Board, prior to the occurrence of such direct contact and on or before September 1<sup>st</sup> each year thereafter with respect to the Offence Declarations.

For purposes of the Criminal Background Check, the Vendor agrees to submit the necessary individual or employee names to the Ontario Educational Services who will coordinate these checks and issue ID cards

## **8.7 ADMINISTRATION**

The Proponent must provide a single point of contact (account manager) and alternate for all issues related to the requirement stated herein.

## **8.8 COST INFORMATION**

All prices and charges quoted for the proposed products must NOT include Goods and Services Tax (G.S.T.) or Ontario Retail Sales Tax (P.S.T.), and be expressed in Canadian currency.

The TCDSB requests respondents to confirm the term of price guarantees included in their proposal for all services and/or equipment. Pricing submitted in proposals should hold firm for the duration of the contract period unless there is a decrease in the price for service and/or equipment.

The successful proponent must pass on to the TCDSB, during the term of any contract awarded through this RFP, any reduction in prices at the time of announcement from the manufacturer up until the time of shipment.

In order for price increases to be accepted due to market conditions when an option year has been approved by the TCDSB, a valid manufacturers' letter of any industry increase will be required. ONLY those increases due to market trends once approved by the TCDSB for services and/or equipment can be charged in the second and/or third year. Such documentation if any will be made available to the RFP Coordinator named in these RFP documents.

TCDSB reserves the right to request monthly equipment price lists of all Nortel equipment used by the TCDSB to ensure accurate pricing.

## **8.9 BILLING**

The supplier shall submit billing statements directly to the TCDSB.

Itemization of Billing Statements:

All invoices to the TCDSB will clearly set out and itemize the following information regarding purchases by or through the TCDSB.

- TCDSB PO Number
- Lease Start date, if any
- date of delivery, if any
- delivery location, in any
- quantity, if any
- individual line item description of product or service rendered
- applicable taxes will be shown as separate line items

## **8.10 PAYMENTS**

The TCDSB will issue payments for all purchases in accordance with properly issued invoices. The supplier acknowledges that payments will be delayed if invoices do not conform in all material respects with the provisions of this section.

Respondents should provide details on your company's ability to provide electronic invoicing in Excel file format per TCSDB spreadsheet specifications

## **8.11 CANCELLATION OF CONTRACT**

The TCDSB reserves the right to terminate its contract with the successful respondent by written notice if, in its opinion, the successful respondent fails to meet the terms and conditions of the contract. Notwithstanding the termination of the contract, the successful respondent shall remain responsible for its obligations under this contract up to the date of termination. Notwithstanding the termination of this contract by the TCDSB, the TCDSB reserves the right to commence an action in a court of competent jurisdiction against the successful respondent for damages that result from the breach of the terms and conditions of the contract, by the successful respondent.

## **8.12 TREATMENT OF INFORMATION**

All requirements, documentation, and information obtained by the respondent in connection with this RFP are the property of the TCDSB and must be treated as confidential and not used for any purpose other than for replying to this RFP, and for fulfillment of any subsequent contract(s) if awarded.

All information obtained by the TCDSB from respondents in connection with this RFP, will remain with the TCDSB. This information will be retained for public records purposes subject to the provisions of the Municipal Freedom of Information and Privacy Protection Act, R.S.O. 1990, (MFIPPA).

Any information the respondent wishes to identify as proprietary and have maintained as confidential, excluding unit pricing information, MUST be clearly identified as such and any proposed restrictions on disclosure specified.

It should be noted that for purposes of a report to the Board, per unit costs will be reported in a public report to the Board and will not be considered confidential.

The Board under the provisions of MFIPPA may be ordered by the Information and Privacy Commissioner of Ontario to disclose information identified as proprietary and confidential.

Proposals will be disqualified if information relevant to the evaluation process cannot be retained for possible disclosure in established audit processes.

## **8.13 DECLARATION**

The proponent warrants that no employee of the Toronto Catholic District School Board is, will or has become interested, directly or indirectly, in the provisions of supply, work, or business

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offered by the vendor/applicant to the Toronto Catholic District School Board, or in any portion of the profits thereof, or in any moneys to be derived therefrom.

#### **8.14 LOBBYING DISCLOSURE**

The TCDSB has established a prohibition on lobbying during all competitive tenders, RFP's and RFQ's. The Board has designated a proposal coordinator for this request for proposal to respond to all communications with respect to the call, from the time of issuance, during the competitive process, and up to and including the announcement of award.

Vendors or any representatives employed or retained by them, or any unpaid representatives acting on behalf of either to promote a proposal or oppose any competing bid/proposal are strictly prohibited from communicating, either verbally or in writing, with any other Board employees or elected officials from the time of issuance until the time of award.

Any vendor found to be in breach of the Policy will be subject to disqualification from the particular call or future calls at the discretion of the TCDSB.

#### **8.15 CANADIAN CONTENT**

In the case of all things being equal, the TCDSB reserves the right to allow preference to the response having the higher local content, in the following order: Toronto, the Province of Ontario, Canada.

Only those respondents having an established service area within the Greater Toronto Area (GTA) that includes the City of Toronto and operating distribution center(s) within the GTA will be considered.

#### **8.16 AGREEMENT TO ABIDE BY THE ESTABLISHED PROCESS**

It is vital, to the TCDSB that the process leading to the acceptance of a Proposal and the conclusion of an agreement for the provision of services requested in this RFP be, and be seen to be, open and fair and that each of the suppliers be treated equally.

No Bidder can be seen to be deriving, intentionally or otherwise, an advantage or information, which is not equally available to all other bidders. Nor is it acceptable that any advantage or information be sought or obtained from any unauthorized staff and representatives of the school board, or any benefit is derived from any special or personal relationships or contacts.

**Bidders shall sign, and return with their submission, the enclosed "Agreement to Abide by the Established Process" form. The signed form will indicate concurrence with the process. Failure to indicate concurrence by returning the signed form will result in disqualification of the submission.**

#### **8.17 DISCLAIMER**

The completion and submission of this form does not result in automatic inclusion as a vendor of the Toronto Catholic District School Board.

This form will be used to update current vendor information.

## **8.18 RELEVANT POLICIES**

The Board has a number of Policies regarding Tenders and Acquisitions. The following policies may be found as follows:

Purchasing Policy- <http://www.tcdsb.org/policyregister/FP01.html>

Conflict of Interest-Employees- <http://www.tcdsb.org/policyregister/HM31.html>

Conflict of Interest- Trustees- <http://www.tcdsb.org/policyregister/T01.html>

Acceptance of Hospitality or Gifts- <http://www.tcdsb.org/policyregister/HM33.html>

Offering of Hospitality or Gifts- <http://www.tcdsb.org/policyregister/HM32.html>

## **End of Instructions to Respondents**

## APPENDIX "A"- Receipt Confirmation Form

### REQUEST FOR PROPOSAL - REF# P-142-08

#### FOR THE PROVISION OF CONFERENCE CIRCLE/RESOTRATIVE JUSTICE FACILITATOR TRAINING

Please complete this form and return AS SOON AS POSSIBLE to:

Materials Management Department, 4<sup>th</sup> Floor  
Toronto Catholic District School Board  
80 Sheppard Avenue East  
Toronto, Ontario  
M2N 6E8

Attention: Tracy Assis, RFP Coordinator

Fax Number: 416-512-3440

Failure to return this form may result in no further communication regarding this RFP.

COMPANY:

STREET:

CITY: \_\_\_\_\_

POSTAL CODE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

I have received a copy of the above noted RFP.

A.  It is our intention to submit a Proposal.

It is our current intention not to submit a Proposal.

B. I acknowledge that the Materials Management Division will send further correspondence concerning this RFP by e-mail only.

I understand that whether or not I submit a Proposal, that our status as a potential supplier to the Toronto Catholic District School Board in the future will not be affected.

SIGNATURE:

\_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

## 9. APPENDIX "B" - RESPONDENT'S CHECKLIST

The following is a checklist of the required Submission Documents and configurations to be submitted in the proposal. The Board reserves the right to disqualify proposals not submitted in strict accordance with the requirements of this RFP.

Respondents are required to indicate with (Yes/No) and initials for each item in the list if the required Submission Document or configuration has been included in the proposal submission and provide a comment or notation for each item NOT submitted.

**Respondents shall complete, and return with their submission, the "Respondent's Checklist" form below.**

|  | Included<br>(Yes/No) | Initials | Notes |
|--|----------------------|----------|-------|
| Submitted Receipt Confirmation Form (Appendix "A") Aug 21 2008   |                      |          |       |
| Completed Respondent's Checklist (Appendix "B")  |                      |          |       |
| Completed Requirement Response Sheet (Appendix "C")  |                      |          |       |
| Signed Agreement to Abide (Appendix "D")   |                      |          |       |
| Completed Form of Proposal (Appendix "E")  |                      |          |       |
| Completed Vendor Profile, Financial Capability and References Form, (Appendix "F")   |                      |          |       |
| Completed and Signed Proposal Paper as per layout stated (Appendix "G")  |                      |          |       |
| Completed and Submitted Reference Data with Proposal Paper- optional use of Sample Reference Submittal Form (Appendix "H") |                      |          |       |
| Submitted Proposal Submission Form (Appendix "I")  |                      |          |       |

## 10. APPENDIX "C" - REQUIREMENTS RESPONSE SHEET

| Requirement | Response<br>(Yes or No)<br>(Agree/Disagree) | Comments |
|-------------|---|----------|
| 6.10        |   |          |
| 6.11        |   |          |
| 6.13        |   |          |
| 6.14        |   |          |
| 8.1         |   |          |
| 8.2         |   |          |
| 8.3         |   |          |
| 8.5         |   |          |
| 8.6         |   |          |
| 8.8         |   |          |
| 8.9         |   |          |
| 8.10        |   |          |
| 8.11        |   |          |
| 8.12        |   |          |
| 8.13        |   |          |
| 8.14        |   |          |
| 8.15        |   |          |
| 8.16        |   |          |
| 8.17        |   |          |
| 8.18        |   |          |

Please include reasons for non-compliance with any of the RFP requirements under Comments.

Initials: \_\_\_\_\_

## **11. APPENDIX "D" – AGREEMENT TO ABIDE**

The Board is advising its 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 suppliers and the school Board regarding this RFP must be between only the representatives of the Board and each supplier 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 the school Board and any representative of the supplier, and no giving of information with respect to the RFP, RFP processes and the final Agreement.
3. Any and all information made available by the Board to one supplier will be made available to all.
4. Any attempt on the part of any Vendor, 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 Board may, at its discretion, in addition to any other rights or remedies available at law, forthwith revoke the status of the supplier, and may reject any potential or actual submission or proposal submitted by that supplier.

Suppliers 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 supplier and be submitted with the proposal.

### **Certification:**

---

Company Name

Accepts, and undertakes to ensure  
compliance with the term of the Agreement  
to Abide by the Established Process

---

Signature of Responsible Officer

## 12. APPENDIX "E" – FORM OF PROPOSAL

### Conference Circle/Restorative Justice Facilitator Training

For

**Toronto Catholic District School Board**

hereinafter called "the Vendor/Proponent"

(here insert company name)

hereby offers and agrees to provide to the Toronto Catholic District School Board, Conference Circle/Restorative Justice Facilitator Training \_\_\_\_\_ throughout the year as directed in accordance with the attached RFP documents through this "Form of Proposal" document for a monetary value of \$ \_\_\_\_\_ /per session or for a total overall cost of \$ \_\_\_\_\_

Prices as submitted above and in Proposal submitted shall remain firm for at least one year commencing on the award date and terminating at the end of the one year period. Prices for the 2nd year option if warranted and approved by the TCDSB will be negotiated and agreed upon by the TCDSB and the overall price adjustments requested shall not exceed the year over year level of inflation, as of May 1<sup>st</sup>, as published in Consumer Price Index provided by Statistics Canada.

This document represents an offer to provide the required service at the Toronto Catholic District School Board.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Responsible Officer

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

### 13. APPENDIX "F" - VENDOR PROFILE, FINANCIAL CAPABILITY

#### GENERAL INFORMATION

Legal Name of  
Business: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Town: \_\_\_\_\_  
Prov.: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Tel. No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Cellular No.: \_\_\_\_\_  
Other Company  
Locations: \_\_\_\_\_

#### OWNERSHIP AND ORGANIZATION

Individual  Partnership  Corporation  Corporate Registration  
Number: \_\_\_\_\_  
How long in Business under present name? \_\_\_\_\_  
Principal officers/shareholders: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are you ISO Certified: Yes  No  Level: \_\_\_\_\_

Certification No.: \_\_\_\_\_ Expiry  
Date: \_\_\_\_\_

#### FINANCIAL CAPABILITY

Provide Dunn & Bradstreet Registration Number if available: No. \_\_\_\_\_

Are you able to provide financial statements: Yes  No

If no, can you provide from your creditors or bank a letter confirming financial status:  
Yes  No

Gross Annual Sales: \$ \_\_\_\_\_

Bank Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Tel. No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

GST#: \_\_\_\_\_ PST# for each province you  
service: \_\_\_\_\_

Payment  
Terms: \_\_\_\_\_

Discount  
Structure: \_\_\_\_\_

Do you accept Purchase Orders: Yes \_\_\_\_\_ No \_\_\_\_\_  
Purchase Cards: Yes \_\_\_\_\_ No \_\_\_\_\_

Persons authorized to sign bids for Name:  
firm: \_\_\_\_\_

Title: \_\_\_\_\_

---

Company Name

---

Signature of Responsible Officer

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## Appendix “G”- Proposal Paper Layout

### A. Title Page

1. RFP Project Title
2. Name of Proponent
3. Address, telephone number, e-mail address, and web address of the proponent
4. Name of Account Manager
5. Date of Submission

### B. Table of Contents

Include a clear identification of the materials by section and by paper number.

### C. Professional Experience

1. Describe the business’s experience with Conference Circle/Restorative Justice Initiatives during the past three – five years.
2. Identify the specific trainers that will be assigned to the TCDSB and provide copies of the resumes of staff to be assigned. Resumes must identify the specific education, training, and experience of the training staff assigned to the TCDSB.
3. Describe the business’s participation in professionally sponsored training programs for Community Conference Facilitators.
4. Provide name, address and telephone number of at least four (4) GTA clients, school Districts, and/or City/Province organization references whom the TCDSB may contact.

### D. Implementation Plan

1. State the proponents understanding of the services to be performed and the work products to be delivered.
2. Submit a proposed work plan to accomplish the required services.

### E. Compensation

1. The proposal shall include an fixed fee/per facilitator training session, inclusive of all travel, clerical, printing, administrative and overhead expenses for the contract period.

### G. Additional Information

Provide additional information, not specifically requested previously, considered necessary for fair evaluation of the proposal

## APPENDIX "H" – Sample Reference Submittal Form

Proponent's may use this form for submission of reference data required for the Proposal Paper

Reference 1

|  |
|--|
| <b>Company Name:</b>                             |
| <b>Company Address:</b>                          |
| <b>Contact Name:</b>                             |
| <b>Contact Telephone Number:</b>                 |
| <b>Date Products Supplied (Work Undertaken):</b> |
| <b>Nature of Assignment:</b>                     |

Reference 2

|  |
|--|
| <b>Company Name:</b>                             |
| <b>Company Address:</b>                          |
| <b>Contact Name:</b>                             |
| <b>Contact Telephone Number:</b>                 |
| <b>Date Products Supplied (Work Undertaken):</b> |
| <b>Nature of Assignment:</b>                     |

Reference 3

|  |
|--|
| <b>Company Name:</b>                             |
| <b>Company Address:</b>                          |
| <b>Contact Name:</b>                             |
| <b>Contact Telephone Number:</b>                 |
| <b>Date Products Supplied (Work Undertaken):</b> |
| <b>Nature of Assignment:</b>                     |

Reference 4

|  |
|--|
| <b>Company Name:</b>                             |
| <b>Company Address:</b>                          |
| <b>Contact Name:</b>                             |
| <b>Contact Telephone Number:</b>                 |
| <b>Date Products Supplied (Work Undertaken):</b> |
| <b>Nature of Assignment:</b>                     |

#### 14. APPENDIX "I" - PROPOSAL SUBMISSION FORM

**REQUEST FOR PROPOSAL REF: P-XXX-XX  
FOR THE PROVISION OF CONFERENCE CIRCLE/RESTORATIVE JUSTICE FACILITATOR  
TRAINING  
CLOSING 3:00 P.M., AUG 26<sup>th</sup>, 2008**

I/WE HERBY SUBMIT MY/OUR RESPONSE TO THE ABOVE-CAPTIONED REQUEST FOR PROPOSAL FOR THE PROVISION OF CONFERENCE CIRCLE/RESTORATIVE JUSTICE FACILITATOR TRAINING

I/WE HAVE CAREFULLY EXAMINED THE DOCUMENTS, HAVE A CLEAR AND COMPREHENSIVE KNOWLEDGE OF THE REQUIREMENTS SET FORTH THEREIN AND HAVE SUBMITTED ALL RELEVANT DATA. I/WE AGREE, IF SELECTED, TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT AS CONTEMPLATED BY THE SAID REQUEST FOR PROPOSAL.

I/WE ACKNOWLEDGE RECEIPT OF THE FOLLOWING ADDENDA:

Addenda No. \_\_\_\_ dated \_\_\_\_ , Addenda No. \_\_\_\_ dated \_\_\_\_ , Addenda No. \_\_\_\_ dated \_\_\_\_ .

PROMPT PAYMENT DISCOUNT AS PER: PAYMENT TERMS \_\_\_\_ %

SUBMITTED BY: \_\_\_\_\_  
Proponent's full legal name.

ADDRESS: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED SIGNING OFFICER: \_\_\_\_\_ TITLE: \_\_\_\_\_

PRINTED NAME OF SIGNING OFFICER  
\_\_\_\_\_  
\_\_\_\_\_

**THIS FORM MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL OR YOUR PROPOSAL WILL BE DECLARED INFORMAL**

