



PEEL CHILDREN'S AID SOCIETY

REQUEST FOR PROPOSAL

RFP 2022-03-001

PEEL CHILDREN'S AID SOCIETY (PEEL CAS)

RFP FOR

Providing Counselling and Therapeutic Intervention

Peel CAS
25 Capston Drive, Mississauga, L5W 0H3, ON
P: 1.905.363.6131 | F: 1.905.363.6133
peelcas.org

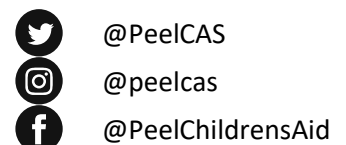


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SECTION A – INTRODUCTION

Purpose

Peel CAS wishes to engage providers that can provide counseling/therapeutic intervention services to children, youth, and families with a variety of lived experiences and identities. They will provide short term services that are child-centered, family-focused, strength based, inclusive and evidence informed.

Qualifications

Qualified Proponents submitting a proposal shall have the resources in place to meet the requirements as listed in this document. Proponents must clearly demonstrate in their proposal response that they have the ability, experience, training, resources and expertise, to successfully meet all the requirements involved with this agreement.

Peel CAS is looking to receive responses from qualified Proponents who provide a high level of service and support. From the information submitted under this request, Peel CAS may select a successful Proponent(s), which in the sole judgment of Peel CAS, will provide the best overall value to the Agency and is in the best position to meet the Agency's unique requirements. Proponents are encouraged to specifically address each component of the request and provide detailed pricing.

Values Statement

At Peel CAS, we value:

- Collaboration and Diversity
- Accountability to the children, families and community we serve
- Respect and compassion
- Excellence, learning and innovation

In a supportive working environment - We **CARE**

Vision Statement

Peel CAS Every Child Cherished

Mission Statement

To ensure the safety and well-being of children and strengthen families through partnership

Outcomes

- 1) Families first
- 2) Providing answers, questions or concerns about children and provide support to strengthen families.

- 3) Providing an exceptional service that strengthen our goals of keeping children with their families whenever possible
- 4) Make the lives of children, youth and families better through their interaction with us.
- 5) Sustainability: Peel CAS will achieve sustainable operations based on multiple bottom line concepts.

About Peel CAS

Peel Children's Aid Society (Peel CAS) is a not-for-profit organization incorporated without share capital under the laws of Ontario. It is a registered charity with a mandate to provide child protection services as delineated in the Child & Family Services Act within the Region of Peel.

Peel CAS's mission is to protect children and strengthen families and communities through partnership. It puts the needs and interests of children, youth first and together with community members and other agencies, seeks ways to support families and to ensure children, and youth are safe and well cared for.

Peel CAS employs over 500 full and part-time staff with diverse backgrounds. The staff team includes social workers, child and youth workers, lawyers, infant nurses, support and administrative staff.

A Board of Directors who are volunteers with diverse backgrounds drawn from the local community governs Peel CAS.

The Province of Ontario as determined by a Funding Framework of the Ministry of Children and Youth Services provides the principal funding of the Society. During its fiscal year ended March 31, 2018, the approved allocation from the Ministry for the delivery of Child Welfare services by Peel CAS was over \$68 million.

The purpose of this RFP is to [Insert RFP purpose here] with competitive pricing for the Peel CAS. The ideal candidate will provide strategic advice; meet organizational goals and partner to service the needs of Peel CAS's clients.

Further information about Peel CAS can be found at: www.peelcas.org

Further information about Peel CAS foundation can be found at: www.peelkidsfoundation.ca

1. Invitation for Proposal

Interested parties are invited to respond to this RFP by submitting a letter to Peel CAS through electronic copy that includes a brief statement of the nature of their interest in Peel CAS requirements. Responses should also include a brief description or statement including:

- Cover Letter
- Executive Summary
- Compliance with RFP Terms and Conditions
- Proponent Credentials
- Company Representatives
- Experience Details (Minimum 5 years' experience is must)
- Maintain a good standing with an appropriate regulatory college in Ontario such as College of Registered Psychotherapists of Ontario (CRPO), Ontario College of Social Workers & Social Service Workers (OCSWSSW),

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@PeelChildrensAid

Ontario Association of Social worker (OASW), College of Psychologist of Ontario, etc.

- References
- Request for Proposal Documents
- Proposal Signing, Seal and Irrevocable

Request for Proposal No.:	RFP 2022-03-001
Description:	Providing Counselling and Therapeutic Intervention
Date Issued:	April 15, 2022
Closing Date:	May 16, 2022
Closing Time:	5 pm EST
Question Closing Date:	April 30, 2022
Question Closing Time:	5 pm EST

2. Definition of Terms

Whenever used in this RFP, or any other forms, which might be part of a Proposal or of the Agreement document, the following words shall be deemed to have meanings as indicated below:

- 2.1. **“Agreement”** means a contract(s) that may be entered into by Peel CAS with a successful Proponent(s) for the delivery of the project described in this RFP;
- 2.2. **“Closing Date”** means the day, specified above, on which the RFP will close;
- 2.3. **“Closing Time”** means the time, specified above, at which the RFP will close;
- 2.4. **“Contractor”** means a service provider to whom an Agreement is awarded by Peel CAS for any or all of the project described in the RFP;
- 2.5. **“Control”** means that Peel CAS has the authority to manage the Record, including its creation, use, disclosure and disposal;
- 2.6. **RFP title (Project, Goods or Services)** to be provided by the Contractor under the Agreement, as more fully described in Section D - Scope of Work;
- 2.7. **“Custody”** means that a party has physical possession of the Record;
- 2.8. **“FOIP Act”** means the Freedom of Information and Protection of Privacy Act;
- 2.9. **“Peel CAS”** means The Board of Governors of Peel CAS;
- 2.10. **“Proponent”** means a person or firm submitting a Proposal to Peel CAS pursuant to this RFP;

- 2.11. **“Proposal”** means the offer of a Proponent to provide the vehicle and services, as requested by this RFP;
- 2.12. **“Record”** means information in any form, including proposals, reports, documents, letters, meeting minutes and all other correspondence, papers and any other information that is written, photographed, recorded or stored in any manner, but does not include the software or any mechanism that processes such records;
- 2.13. **“RFP/Request for Proposal”** means this request for proposal including all forms included in the RFP; and
- 2.14. **“Selection Committee”** means the committee comprised of representatives selected by Peel CAS, in its sole discretion, to evaluate Proposals.
- 2.15. For the purposes of this RFP, unless the context otherwise requires the terms **“Agency”** and **“Society”** mean the Peel Children Aid Society, as the context requires.

3. General Requirements

3.1 Introduction

Peel CAS is seeking Proposals from companies or organizations that possess the experience, capability and the interest in providing expertise and leadership in the provision of **Providing Counselling and Therapeutic Intervention**. This Request for Proposal is an invitation for qualified and experienced companies to submit detailed proposals to meet the needs of Peel CAS.

3.2 Objectives

The goal is to provide goods or services outlined in this RFP. The proponents can proffer any application solution that meets the needs of Peel CAS and provides any financial savings possible.

3.3 Schedule (NOT APPLICABLE)

The Proposal shall include a detailed schedule and work plan for assessment, delivery, and deployment.

3.4 Testing and Demonstrations (NOT APPLICABLE)

Peel CAS reserves the right to test units from a short-listed proponent. Testing of proposed goods or services may be at both at the proponents' facilities and / or the use of one or more units on a trial / test basis on Peel CAS premises before the award of any contract.

Peel CAS may contact Proponents that are shortlisted to set up (test drive, proof of concept etc.) of their proposal to determine the workability of their proposal. The Proponent will cover any costs.

4. Process and Rules Regarding Proposals

4.1 Submission of Proposal and Acceptance Period

Proponents must submit an electronic copy through **electronic email only**. Submissions must be clearly marked with the

Proponent's name and address, the Proposal name and number and the Closing Date. Proposals will not be accepted by facsimile transmission.

Proposals shall be addressed to:

Peel CAS
Purchasing Unit
25 Capston Drive
Mississauga, ON
L5W 0H3
procurement@peelcas.org

All Proposals must be submitted no later than the closing date and closing time. The official time of receipt of Proposals shall be as determined by the time recorder clock used to time and date stamp Proposals upon submission to Peel CAS. Peel CAS will not accept Proposals received after the closing date and closing time.

Peel CAS reserves the right in its sole discretion to extend the closing date, closing time and the acceptance period for any reasonable length of time. Notwithstanding this right and any timelines as may be identified herein, all Proposals shall be open for acceptance by Peel CAS for a period of not less than 90 days after the closing date and closing time.

Public Tender Website (Bidding, OPB Site, Merx etc.)

DELETED

4.2 Trade Agreements

NOT APPLICABLE

4.3 Proposal Acceptance/Rejection

This RFP is a request for proposal only and is not an offer to buy or lease any equipment, property or services. The provision of this RFP to a Proponent nor acceptance or receipt of a Proposal will imply neither any obligation nor commitment on the part of Peel CAS to enter into an agreement or contract of any kind in respect of any or all contents of this RFP. Peel CAS may cancel this invitation at any time, in whole or in part, for any reason whatsoever and without incurring any liability to anyone who has submitted a Proposal or intends to submit a Proposal.

Peel CAS is not obligated in any way to pay for costs of any kind or nature whatever, that may be incurred by a Proponent or any associated third parties, in the preparation of Proposals, making presentations, demonstrations or samples before or after the Closing Date and Closing Time. All such associated costs shall be the sole responsibility of the Proponent. All Proposals and supporting documentation will be retained by and will become the property of Peel CAS, subject to claims of confidentiality in respect of the Proposal and support documentation. In addition to all other rights reserved by Peel CAS in this RFP, Peel CAS has the right, in its sole and unfettered discretion, to:

- Assess the relative merits and advantages of each of the Proposals,
- Reject or accept any Proposal, including the right to accept non-compliant Proposals or to reject all Proposals,
- Waive any irregularities or informalities contained in any Proposal,
- Accept the withdrawal of any Proposal as permitted under this RFP,

- Decide not to negotiate with any Proponent(s) or not to enter into any agreement with any Proponent(s),
- Decide to negotiate with any Proponent(s) or to enter into an agreement with any Proponent(s), irrespective of whether the Proposal submitted by the Proponent(s) is incomplete, irregular, conditional, non-compliant or fails to provide all the information required in this RFP, and
- during the negotiation phase after the RFP Closing Date and Closing Time, negotiate terms and conditions with any Proponent that may be different from those contained within this RFP or the Proposal of the Proponent, without being required to offer such terms and conditions to the other Proponents.

4.4 Limitation of Legal Rights and Limitation of Liability

By submitting a Proposal, each Proponent agrees that, in the event that a court should find that Peel CAS is liable for anything arising in connection with: this RFP, the provision of a Proposal, the selection of the successful Proponent, any negotiations following the provision of a Proposal, or any representation made by Peel CAS, the Proponent shall not be entitled to claim for damages or other legal relief whatsoever, and in particular, the Proponent waives any claim for lost profits in the event that no agreement is entered into between the Proponent and Peel CAS.

4.5 Questions

It is the sole responsibility of the Proponent to clarify the interpretation of any items in this RFP. Proponents may submit questions to Peel CAS with regard to this RFP through electronic mail only, to the contact information noted below, at any time up to the deadline date for questions noted in Section 1. Peel CAS will, not answer questions received after that deadline. Answers provided to any substantive questions received will be issued as an addendum in accordance with Section 4.6. Peel CAS reserves the right at its sole discretion to not answer non-substantive questions. All questions shall be directed to:

Purchasing Unit
Peel CAS
25 Capston drive,
Mississauga, ON L5W 0H3
Finance Department
procurement@peelcas.org

Peel CAS will not be bound by, and the Proponent agrees not to rely upon, any information given or statements made by persons other than the above-authorized Peel CAS representative.

4.6 Addenda

Peel CAS reserves the right to issue addenda with regard to this RFP for any reason including without limitation, to amend or revise the RFP, to respond to questions, to disclose changes in the schedule, to extend the closing date and closing time, to modify the Proposal format or requirements, or any other matter. Answers to all substantive questions will be provided in the form of written addenda. Addenda to this RFP shall be deemed part of this RFP.

All addenda related to this RFP will be issued by Peel CAS by the deadline indicated in Section 1 and will be posted electronically to the site where the RFP was originally posted.

Proponents shall be solely responsible to ascertain that they have received all addenda prior to submitting their Proposal.

Peel CAS is not responsible in any way to ensure the completeness of information received by Proponents.

4.7 Confidentiality of Proposals.

The proponent warrants and certifies that it has not discussed or otherwise revealed the contents of this RFP and its proposal to any source outside the Peel Children's Aid Society except as otherwise authorized in writing by Peel Children's Aid Society at any time.

4.8 Withdrawal of Proposal

Proponents may withdraw their Proposals, by notice in writing, at any time prior to the Closing Date and Closing Time. After the Closing Date and Closing Time, Proposals remain open for acceptance in accordance with the acceptance period stated above in Section 4.1.

Negligence or errors on the part of the Proponent in preparing the Proposal confer no right of withdrawal on the Proponent in respect of the Proposal.

4.9 Amendments to Proposals

Proponents may modify their Proposals at any time up to the closing date and closing time, by written amendments submitted to the address noted in Section 4.1. Amendments shall clearly indicate the name of the Proponent, the date of Proposal, and reference the RFP number. Amendments to Proposals will not be accepted after the closing date and closing time.

4.10 Proposal Opening

All Proposals received up to the closing date and closing time will be open by Peel CAS only. Proponents will not be rejected or shortlisted until such time as the selection committee has had an opportunity to examine and evaluate all compliant Proposals.

4.11 Selection Committee

Upon receipt of Proposals and after the closing date and closing time, the selection committee will review each Proposal, ensure each Proponent's compliance with the terms and conditions of this RFP, and rate each complying Proposal based on the evaluation criteria within this document. Proponents will be evaluated by the selection committee based on the quality and completeness of information given in the Proposal.

The determination of the members of the selection committee is at the sole discretion of Peel CAS and the identity of persons forming part of the selection committee will not be made known to the Proponents.

4.12 Clarifications

Peel CAS reserves the right in its sole discretion to request clarification from a Proponent after the closing date and closing time to seek further information from the Proponent without any obligation to notify or seek further information from any or all other Proponents. Peel CAS also reserves the right to verify any or all information provided by the Proponents



in their Proposals through third party investigations or any other means without notice to the Proponent.

4.13 Authority

Nothing in this RFP shall be construed as authority for any selected Proponent(s) to make commitments that shall bind Peel CAS to otherwise act on behalf of Peel CAS, except as Peel CAS may expressly authorize in writing.

4.14 Information Disclosure

Peel CAS is a public body and is subject to the privacy and disclosure provisions of the FOIP Act. All information provided by Peel CAS to the Proponents and all information provided by the Proponents to Peel CAS in Proposals will be subject to the FOIP Act's privacy and disclosure provisions.

Proponents should be aware that all Records collected, created, maintained or prepared in the performance of services under an agreement or contract arising from this RFP will be subject to the access and privacy provisions of the FOIP Act. While the FOIP Act allows persons a right to access Records in Peel CAS Custody or Control, it also prohibits Peel CAS from disclosing personal or business information of third parties where disclosure would be harmful to that third party's business interests or would be an unreasonable invasion of that third party's personal privacy as defined in sections 15 and 16 of the FOIP Act. Proponents are encouraged to identify what portions of their Proposals are confidential and what harm could reasonably be expected from its disclosure.

The purpose of collecting personal information require to be provided in Proposals to this RFP is to enable Peel CAS to ensure the accuracy and reliability of the Proposals, and to evaluate the Proposals. This information is required by Peel CAS to carry out its operations.

It is recommended that Proponents advise persons whose personal information is being provided to Peel CAS in Proposals to this RFP that the privacy of the personal information as well as its possible disclosure by Peel CAS to third parties, upon request, will be governed by the FOIP Act.

All Proponents shall make themselves aware of the contract requirements of the FOIP Act since the successful Proponent will be required to meet the requirements of the FOIP Act for all personal information that the Proponent has access to, collects, uses or destroys as a consequence of carrying out its obligations in respect of the provision of this RFP.

4.15 Format of Proposal

Proposals should be prepared concisely (in 20 pages or less) and in the following order providing a clear description of the Proponent's capability to satisfy the requirements of this RFP as identified in Section A – Part 7 Mandatory Requirements, Section B - Specific Requirements, and Section D Scope of Work and Pricing Schedule. All Proposals should have every page numbered in sequential order.

Section	Description
1.0	Proponent Credentials The information and documentation provided by a Proponent in accordance with this section shall be used in part to evaluate their Proposal.
2.0	Company Representatives



	Include specifics on qualified company representatives and availability to service Peel CAS's account
3.0	Services Please substantiate what services you are proposing in your Proposal complete with timeframes involved. Proponents shall supply full information on any additional services associated with this Request for Proposal that they are willing to offer Peel CAS.
4.0	Lead Times All proponents shall include the lead-time for their proposals.
5.0	Understanding the Project Please provide detail on your approach to the scope of work.
6.0	Experience and Knowledge Please provide information on the experience and knowledge of your company with (respect to this RFP) in providing such services to not-for-profit Organizations. The Proponent must also provide: <ul style="list-style-type: none"> • Description of their qualifications to complete all requirements and evidence of those qualifications • Acknowledgment of understanding and clarification of the items listed in Request for Proposal; and explicit acceptance, in writing, of the contractual terms and conditions and confidentiality requirements. Failure to do so may result in disqualification of the Proposal.
7.0	Pricing <ul style="list-style-type: none"> • All quotations shall cover the entire project cost covering the related plans and specifications. • Bidder must mention if this service qualifies for any VOR pricing (like MGCS VOR, OECM, Shared Services, etc.). Bidder must include details of the VOR. • PEEL CAS qualifies for Charity and Not for profit pricing. Bidder must confirm their acknowledgement to such pricing.

4.16 Compliance with Terms and Conditions

Proponents shall carefully read all documentation forming part of the RFP and submit Proposals complying with all conditions contained in the RFP. Proponents shall make all investigations necessary to properly understand and provide for all conditions, which may affect the supply of the goods or services described.

Unless the Proponent has indicated in their Proposal specific exceptions of non-compliance with any of the conditions contained in the RFP, the submission of a Proposal by a Proponent shall be construed by Peel CAS to mean that the Proponent agrees to abide by and carry out all conditions set forth in the RFP documents.

4.17 Alternative Proposals

In addition to the basic Proposal that each Proponent must submit in strict conformance to the requirements of this RFP, Proponents are free to offer any alternatives to the basic Proposal, which in the view of the Proponent are less costly. Each alternative will be submitted as an appendix to the basic Proposal, which will include a description and price of each alternative in detail and will clearly outline the advantages and cost variation for each alternative. Peel CAS reserves the



right to not evaluate any alternative proposal submitted. Evaluation of alternative proposals, if any, will be based on the same criteria as the basic Proposal.

4.18 Quantity Requirements (NOT APPLICABLE)

Any quantities or estimated requirements provided under this RFP are estimates only to be use by Peel CAS for the sole purpose of evaluating Proposals. Peel CAS does not warrant, represent or guarantee that these estimated quantities will constitute the actual quantity of goods or services to be received. Proposals should address variations in quantity and the resulting change in quoted prices, if any.

4.19 Pricing

Proponents shall submit pricing in their Proposal as follows:

- in Canadian dollars
- firm for two years of the Agreement
- annual increase rates and justifications
- FOB Peel CAS site

5. Information for Proponents

5.1 Insurance

Proponents are advised that it is a Peel CAS requirement that for any Agreement entered into as a result of this RFP the Contractor shall, at its own expense and without limiting its obligations herein, provide and maintain policies of insurance as outlined below:

- Comprehensive General Liability insurance in an amount of not less than five million dollars (\$5,000,000) inclusive per occurrence against third party claims for bodily injury, personal injury, and property damage (including loss of use thereof). Such insurance shall cover all operations of the insured and include, but not being limited to: products and completed operations liability, blanket written contractual liability, owners and contractors protective liability, owners and employees as additional insured, and
- Insurance on property of others on an “all risks” basis, including theft, and in an amount sufficient to cover such property in the Contractor’s care, custody and control.

5.2 Workers Compensation Board

Proponents are advised that it is also a Peel CAS requirement that for any Agreement entered into as a result of this RFP the Contractor shall provide a “Letter of Clearance” from The Workers’ Compensation Board indicating its account is in good standing.

6. Timeline

6.1 Timeline

Peel CAS
25 Capston Drive, Mississauga, L5W 0H3, ON
P: 1.905.363.6131 | F: 1.905.363.6133
peelcas.org



@PeelCAS



@peelcas



@PeelChildrensAid

Event	Date
Issue RFP	15-Apr-22
Deadline for Questions	30-Apr-22
Submission of Proposals	16-May-22
RFP Evaluations	30-May-22
Selection and Award RFP	15-Jun-22
Contract Start Date	1-Jul-22

The above timeline is subject to change at the sole discretion of Peel CAS. In the event a change is made to the timeline, Proponents will be informed by written addenda.

7. Proposal Evaluation

7.1 Mandatory Requirements

The following is a mandatory requirement. Proposals not clearly addressing and meeting this mandatory requirement will be considered non-compliant and may not, at the sole discretion of Peel CAS, receive further consideration during the evaluation process.

7.1.1 Certification

Certification document - Section C Item 12 "Proposal Document" completed in full and signed by the Proponent.

7.2 Evaluation Criteria

Proposals meeting the **mandatory requirements** will be further evaluated and assessed using the following criteria:

- (a) Maintain a good standing with an appropriate regulatory college in Ontario such as College of Registered Psychotherapists of Ontario (CRPO), Ontario College of Social Workers & Social Service Workers (OCSWSSW), Ontario Association of Social worker (OASW), College of Psychologist of Ontario, etc.
- (b) Minimum of five years of experience.
- (c) Must be able to complete vulnerable sector check.

7.3 Short List

Peel CAS may establish a shortlist of Proponents upon completion of an initial round of evaluations. Peel CAS reserves the right to request presentations relating to a Proposal from short listed Proponents as may be required.

7.4 Execution of Agreement

The successful Proponent(s) will be required to execute an Agreement similar in form to that attached as Section E of this RFP; such Agreement incorporating the terms and conditions of this RFP and the successful Proposal, except to the extent the terms and conditions of this RFP and the successful Proposal have been expressly superseded by the terms and conditions of any written agreement executed by the parties.



SECTION B – SPECIFIC REQUIREMENTS

In order for its Proposal to be considered further in the evaluation process, the Proponent must respond, in detail, to each of the following requirements. In the event the Proponent has a unique capability, credential or service that is not expressly solicited by the RFP, Proponents are encouraged to attach any appropriate supporting material with additional information as desired.

8. Capability and Resources

8.1 Qualifications and Relevant Experience

Provide the following information:

- 8.1.1 A brief company history including; the length of time the company has been in business and the number of years providing such services as described in this RFP scope of work.
- 8.1.2 A copy of the Proponent's organizational structure, including corporate structure, branch office and franchise locations (if applicable), reporting structure, number of employees, etc.;
- 8.1.3 If the Proponent's organization has franchised or sub-contracted offices for any of its services, an outline of reporting relationships, performance measures, quality standards and other criteria used as measurements for evaluation of services;
- 8.1.4 an outline of the Proponent's experience in providing goods and services similar to those outlined in the RFP;
- 8.1.5 an outline of the Proponent's experience with not-for-profit organizations
- 8.1.6 an outline of the corporate philosophies and values of the Proponent's company;

8.2 Resources

Provide the following information:

- 8.2.1 the person who will be responsible for the corporate management of the Peel CAS account and how the Proponent intends to manage the account, including a plan for liaison with Peel CAS staff; and
- 8.2.2 the person who will be the dedicated account manager including; experience, background and qualifications.
- 8.2.3 the ability to incorporate technology and provide reporting

8.3 Quality Assurance

Provide the following information:

- 8.3.1 a proposed plan for quality assurance of the goods and services;
- 8.3.2 how quality control is maintained within the Proponent's organization;
- 8.3.3 how continuous improvement is managed by the Proponent; and
- 8.3.4 all value-added programs/initiatives the Proponent currently has in place which are aimed at enhancing customer satisfaction, service quality and cost containment with added sustainable measures.



8.4 References

Provide three references, where your company currently has provided services similar to those outlined in this RFP, including the information below. Peel CAS reserves the right to contact references without further approval from the Proponent.

- name and Title;
- name of company;
- telephone number and email address;
- length of service; and
- Type and value of contract.

9. Pricing

9.1 Proposal Fees

Provide detailed pricing for the services provided.

9.2 Cost Saving

Outline any suggestions and ideas for creative cost-reduction and/or quality improvement opportunities the Proponent may have.

Detail an example of how the Proponent has achieved cost savings in providing such good or services, as outlined in the RFP, to other companies.



SECTION C– PROPONENTS RESPONSE DOCUMENTS

10. Certification

Failure to complete and sign this form may result in Peel CAS disqualifying a Proposal.

Proposal Document

We _____ Of _____
 (Company Name) (Business Address)

I/We the undersigned have reviewed this RFP, including all Addenda and examined all conditions affecting the provision of the [Insert RFP title her], are satisfied that we fully understand the intent and declare that: (i) we accept all terms and conditions set forth in the RFP; (ii) we have adequate personnel, equipment, facilities and resources to fulfill the requirements of the RFP; and (iii) the content of our Proposal is true and accurate.

I/We hereby offer to Peel CAS [Insert RFP title here] requested as detailed in our Proposal in accordance with the terms and conditions set out in this RFP.

Phone Number: _____

Facsimile Number: _____

Email Address: _____

Executed this: _____ day of _____, 20_____

Signature of Authorized Representative: _____

Name and Title: _____
 (Please Print or Type)



SECTION D – SCOPE OF WORK AND PRICING SCHEDULE

Purpose and Scope

Peel CAS wishes to engage Vendors/Providers that can provide counseling/therapeutic intervention services to children, youth, and families with a variety of lived experiences and identities. Provide short term services that are child-centered, family-focused, strength based, inclusive and evidence informed.

11. SCOPE OF WORK

11.1 Functional Requirement

Peel Children Aid Society is seeking proposals for Practitioners from diverse ethnic backgrounds and identities who are qualified in approaches such as:

- Individual and family therapy,
- psychotherapy,
- play/art/music therapy,
- attachment-based therapy,
- cognitive behavioral therapy,
- dialectical behavioral therapy,
- mindfulness based practice,
- and/or other trauma informed interventions.

Services shall be provided both virtually and in person.

11.2 Must have:

- (a) Maintain a good standing with an appropriate regulatory college in Ontario such as College of Registered Psychotherapists of Ontario (CRPO), Ontario College of Social Workers & Social Service Workers (OCSWSSW), Ontario Association of Social worker (OASW), College of Psychologist of Ontario, etc.
- (b) Minimum of five years of experience.
- (c) Fluent in English, Fluency in French and other languages is an asset.
- (d) Knowledge of the Child Youth and Family Service Act (CYFSA) and familiarity with child welfare are assets.
- (e) Must be able to complete vulnerable sector check.

11.3 Conflict of Interest

To comply with diversity, equity and inclusion practices at Peel CAS and to avoid any conflicts of interest, individual practitioners who are also in the employment of a Children's Aid Society will be excluded from the selection process. In addition, while organizations who employ staff who are also in the employment of a Children's Aid Society, may apply, however they must agree to not have these individuals involved in service provision at Peel CAS. A time lapse of at least 24 months is required for individuals previously employed with CAS, to be eligible for this opportunity. Individual practitioners / Service Providers who have Board members either currently or previously employed with Peel CAS might be excluded from the selection process.

11.4 Terms and Conditions

Peel CAS
25 Capston Drive, Mississauga, L5W 0H3, ON
P: 1.905.363.6131 | F: 1.905.363.6133
peelcas.org



@PeelCAS



@peelcas



@PeelChildrensAid

The finished goods or services shall be delivered to: Peel CAS - Shipping and Receiving 25 Capston Drive, Mississauga, L5W 0H3 ON, clean, free of debris, obstructions, and damage, and be ready for operation. The price quoted shall be for all labor, materials, parts, and other necessary expenses to fully complete the manufacture and delivery goods and services pursuant to the above specifications. Please state your options for warranty and after-sale parts and service, if included in your package. Warranty will be no less than 2 - 5 years. A detailed description of all items covered under the warranty must be submitted with the proposal. Price is to be held for a minimum of 120 days after the receipt of the quote. Peel CAS reserves the right to request a demonstration of any product or technology contained in the proposer's offer and to request a copy of the bidder's written warranty.

Vendor Information:

- Number of years in business
- Technical Team's details
- Previous experience on the similar projects
- Warranty Information: State the length and scope (including materials and labor) of the manufacturer's warranty on all equipment (wherever applicable).

Vendor Selection

Vendor selection will be determined by, but not limited to the following considerations:

- Bidder's understanding of the project
- Quality of the proposed solution
- Workplan effectiveness
- Bidder's experience in the related business
- Cost effectiveness
- Ease of operation/operator comfort
- Ease of operation/client comfort
- Projected goods or service efficiency
- Projected maintenance costs
- References

Proposal Information

At a minimum, the Proposal must include the following information:

- Cover letter from the business, which includes names and contact information of three recent customers.
- Proof of comprehensive general liability insurance in the, amount of at least \$5,000,000.



- Information and specifications for goods or services supplied and all installed equipment and any additional equipment or options.
- Statement of proposed fees and charges including an estimate of any third party fees. (Please send this commercial proposal as a separate file)
- Estimated Delivery date.

Quantity and Quality

- Seller agrees to deliver goods and services of the kind and quality specified and in the quantities specified.

Delivery and Installation

- Seller shall tender delivery in the manner and at the place as specified in the solicitation. It is agreed that all price proposals include delivery.

Training

- Interested Proponents should provide an outline for any necessary training of Peel CAS staff on the proposed goods or services and installed equipment (If applicable).
- State the amount and type of training included

PEEL CAS'S REQUEST FOR PROPOSAL INFORMATION - soliciting for Providing Counselling and Therapeutic Intervention with the following Criteria or Equivalent:

Peel CAS will consider any experienced and responsible vendor that can fulfill the needs as stated in the specifications above or equivalency. Peel CAS can choose any vendor that meets the RFP requirements and vendor Selection criteria and does not base the decision solely on price.



SECTION E – GENERAL TERMS AND CONDITIONS

The attached Peel CAS Services Agreement is being provided for the Proponent's information and the terms and conditions are in addition to those identified in all other sections of this RFP. The successful Proponent, if any, will be required to execute an agreement that shall be in a form similar to that attached.

PEEL CHILDREN'S AID SOCIETY SERVICES AGREEMENT

THIS AGREEMENT made this ____ day of _____, A.D. 2020.

BETWEEN: Peel CAS and _____ (the "Contractor")

THE PARTIES AGREE AS FOLLOWS:

1. **Agreement to Provide Services** - Throughout the term hereof, the Contractor agrees to perform, provide and supply to and for Peel CAS those goods and services described in Schedule "A" hereto (the "Contracted Services"), of the description, at the times and places and in accordance with the requirements and specifications set out in Schedule "A".
2. **Term** - Subject to earlier termination as provided hereunder, the term of this Agreement shall be for a period of 2 year(s) commencing _____, and ending _____, or as otherwise specified in Schedule "A". In the event that this Agreement has been executed after the commencement of the said term, the provisions hereof shall be deemed retroactive to such commencement.
3. **Renewal** - Peel CAS shall, subject to subparagraph 4 (b), have the option to renew the said term for a further term of 1 or 2 years upon written notice to the Contractor served at least thirty (30) days prior to the expiry of the first term.
4. **Price**
 - a. The prices for the Contracted Services are as specified in Schedule "A" and, unless otherwise stated, are exclusive of goods and services taxes, but inclusive of all other taxes and assessments, and inclusive of all third party charges, supplies, travel, transport, salaries, parts, fuel, permits, application fees and office expenses and the Contractor shall be solely responsible for the payment thereof and shall make such payments when due.
 - b. In the event that the term of this Agreement is renewed or deemed to be renewed under paragraph 3, the pricing for the Contracted Services shall remain the same throughout the renewal term unless no later than sixty (60) days following the first day of such renewal term, the Contractor, acting with commercial reasonableness, has delivered a notice in writing to Peel CAS requesting an increase in pricing in which event Peel CAS shall have a further sixty (60) days within which to reject or accept such increased pricing. In the event that Peel CAS shall reject such pricing (failure to serve such notice to be deemed to be a rejection) the Contractor shall have the option to at any time thereafter (unless subsequently the parties agree to other pricing) terminate this Agreement upon ninety (90) days' notice to Peel CAS.



5. **Quantities** - Except to the extent otherwise stated in Schedule "A", Peel CAS has no obligation to order or retain any minimum quantity of Contracted Services and may obtain identical goods or services or both from other suppliers.
6. **Billing & Payment** – The Contractor shall invoice no more frequently than once in each calendar month. Unless otherwise stipulated in Schedule "A", invoices are payable within thirty (30) days of receipt provided, however that in any event where the contracted services are defective or deficient, or if for any other reason the provisions hereof have not been complied with by the Contractor, Peel CAS may suspend or withhold payment (even for other Contracted Services) until such deficiencies have been rectified to the reasonable satisfaction of Peel CAS. All billing shall contain a detailed and itemized description of the Contracted Services provided and the manner in which the invoiced fees and other charges have been calculated, and where expenses are chargeable, invoices or other supporting evidence of such charges shall be included. The Contractor shall provide such further and better particulars concerning the Contracted Services provided as Peel CAS shall from time to time reasonably request. The Contractor shall not bill for the time expended in billing accounts or in providing further or supporting information in connection therewith. Payment by Peel CAS of any particular invoice is not an admission that the amount paid was properly owing nor shall such payment of itself constitute acceptance of the Contracted Services provided or the quality or sufficiency thereof or the amount charged therefor and Peel CAS shall at all times remain free to question any account, seek repayment therefor or make any other claim in respect thereof as it deems appropriate.
7. **Authorized Personnel** - In the course of providing the Contracted Services hereunder, the Contractor acknowledges that only the following persons are authorized by Peel CAS to give instructions and directions to the Contractor and to receive confidential advice and information from the Contractor: Procurement Unit.
8. **Incidental Goods** – Without limitation to subparagraph 4(a), except as expressly excepted in Schedule "A", the supply of services under this Agreement shall be deemed to include all goods and supplies utilized, or reasonably required to be utilized, by the Contractor in providing the same.
9. **Disclosures** – Without limitation to paragraph 10, the Contractor shall fully and promptly disclose to Peel CAS all conflicts of interest and all other information in the knowledge of the Contractor, whether presently known or hereinafter acquired, which could reasonably be expected to influence Peel CAS's decision to follow, rely upon, abide by or implement the Contractor's advice or decisions hereunder.
10. **Honest Dealing** - The Contractor represents and warrants that if and to the extent that the within Agreement is the result of any verbal or written presentations, proposals or negotiations to or with Peel CAS (the "Presentations"); (i) all statements and representations of fact made by the Contractor in, or during the course of, the Presentations were true and accurate; (ii) all opinions expressed by the Contractor therein or in the course thereof were genuinely held; and (iii) there were, in or in respect of the Presentations, no omissions, misstatements or understatements of any material facts or matters which if known to Peel CAS might reasonably be expected to have materially influenced the decision of Peel CAS to enter into this Agreement upon the within terms or at all. The Contractor acknowledges that in entering into this Agreement and in the Contractor's performance thereof, Peel CAS was and is necessarily reliant upon the good faith of the Contractor and agrees that a duty of good faith on the part of the Contractor is owed to Peel CAS.
11. **Contractor's Personnel** - The Contractor shall perform the entirety of its services through the services of its own employees and shall only use such other agents, employees, advisors, contractors and other personnel as are approved in writing by Peel CAS.



12. **Contractor Only** – Except to the extent, if any, expressly stipulated in Schedule “A”, the Contractor has no decision making responsibility or managerial or executive authority over or in respect of Peel CAS’s affairs whatsoever and the Contractor shall not expressly or impliedly hold out to any person, including without limitation any employee or contractor of Peel CAS or any member of the public, that the Contractor has any authority whatsoever to make decisions on Peel CAS’s behalf.

13. **Termination** - Either party may terminate this Agreement at any time upon the provision of 30 days’ notice to the other party without prejudice.

Notwithstanding the foregoing:

If the Contractor should commit an act of bankruptcy or be adjudged bankrupt or make a general assignment for the benefit of creditors, or if a receiver is appointed over all or a material portion of the business and assets of the Contractor, or if the Contractor has abandoned performance of the Services or has made an assignment of this Agreement without the prior written consent of the Agency, or if the Contractor commits a material breach of this Contract, as determined by the Agency, acting reasonably, the Agency may immediately terminate this Agreement, without prejudice to any other right or remedy the Agency may have, by giving notice of such termination to the Contractor or to the Contractor’s receiver or trustee in bankruptcy.

if the Contractor fails in any respect to perform the Services or any portion thereof in accordance with this Agreement or otherwise is in breach of this Agreement, then the Agency may immediately terminate the Contractor's right to continue performance of this Agreement, in whole or in part.

14. **Insurance** – Unless waived in writing by Peel CAS, the Contractor shall, at its cost, obtain and maintain in full force and effect for the duration of this Agreement general public liability insurance in a form satisfactory to Peel CAS from a reputable insurance company in the minimum amount of \$5,000,000 per occurrence or such greater or lesser amount as Peel CAS may require or permit. Upon request from Peel CAS, the Contractor shall provide a certified copy of the insurance policy to Peel CAS.

15. **Notices** - Any notice required or permitted to be given hereunder shall be validly given if served, mailed, tele copied or electronically mailed to the respective addresses set out beneath the respective signatures of the parties below. Notice served by prepaid registered mail upon either party to such addresses shall be deemed received five clear business days after posting. Notice served by any other means shall be effective upon actual receipt. Either party may change its address for service upon notice to the other.

16. **Schedules** –

Schedule "A" "Description of Contracted Services & Fees" and

Schedule "B" "Standard Terms for the Purchase of Goods & Services"

Schedule "C" "Confidentiality Agreement"

All the schedules form an integral part of this Agreement and all representations, warranties and covenants given in the main body of this Agreement are in addition to and not in replacement of the provisions of Schedule “B”.



IN WITNESS WHEREOF the parties hereto have executed this Agreement effective the date first above written.

PEEL CAS

Per: _____

Address for Notice:
25 Capston Drive,
Mississauga Ontario, L5W 0H3

CONTRACTOR:

Per: _____

Address for Notice:



Services Agreement Schedule "A"
Description of Contracted Services & Fees

To be completed after the contract has been awarded to the successful Proponent.



Services Agreement Schedule “B”
General Terms and conditions for Purchase of Goods & Services

1. Definitions – In this Agreement:

- i. **“Agreement”** means this Agreement inclusive of its schedules,
- ii. **“Peel CAS”**, means an Agency duly established pursuant to the laws of the province of Ontario.
- iii. **“Contracted Services”** means the goods and services described in the Agreement to which this Schedule B is attached and which are to be supplied and provided by the Contractor thereunder,
- iv. **“Developed Product”** means all works, writings, creations, inventions, techniques, improvements, methods, software programs, designs and other original works, and all creations in the nature of intellectual property, including without limitation all other creations of a nature capable of protection under patent, trade mark or copyrights legislation, developed or created by the Contractor in the performance of the Contracted Services and any and all moral rights and copyright which may subsist or exist in the same and any and all drawing, specifications, source codes, algorithms, derivatives evidencing or comprising the same and all summaries, derivatives and copies of the same, and all enhancements and versions of the same and
- v. **“Sensitive Information”** means and includes all information of a confidential nature, whether in electronic, written or other form, including without limitation: student, provider or employee records; security infrastructure of Peel CAS; source codes, software and other intellectual property owned by or licensed to Peel CAS; financial or other business records, third-party business confidences, information concerning planned policies or proposals involving Peel CAS or any other information, including personal information, pertaining to any Agency Persons or Peel CAS’s finances, operations or intellectual property.

2. Quality of Services - The Contractor represents and covenants to and with Peel CAS that:

- i. the Contractor and its employees and permitted contractors have all equipment, expertise, knowledge and training required to perform the Contracted Services skillfully, competently, safely and without danger to themselves or to others;
- ii. the Contractor and its employees and permitted contractors shall perform the Contracted Services skillfully, competently, safely and without danger to any persons or property whatsoever;
- iii. the Contractor and its employees and permitted contractors shall honestly and diligently perform the Contracted Services in good faith with a view to the best and exclusive interests of Peel CAS and at all times exercise the professionalism, care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances;
- iv. the Contractor shall hire, train, maintain, utilize and properly supervise sufficient, qualified and competent personnel to carry out its duties hereunder;
- v. the Contractor shall obtain, comply with and satisfy all such licensing, approvals, consents and legislative and regulatory approvals as may be required by any governmental or other authority having jurisdiction over the Contractor’s operations;
- vi. when so directed by Peel CAS, and except as otherwise stipulated in this Agreement, the Contractor shall only use equipment, goods or products which have been approved by Peel CAS, such approval not to be unreasonably withheld provided however that it is understood and agreed that nothing herein shall absolve the Contractor from making prudent selections of such equipment, goods or products and from giving Peel CAS prudent advice with respect to Peel CAS’s approval of the same; and
- vii. if and to the extent required and applicable, all goods and products to be provided or delivered hereunder shall contain, unrestricted licenses to Peel CAS to use, all software and other intellectual property required



for the normal and lawful operation of any such goods and products in accordance with the requirements hereunder.

3. Standards - The Contractor agrees that it shall at all times

- i. keep and maintain its equipment, vehicles and personnel in a clean, safe, and tidy condition and generally in such condition as shall meet the reasonable requirements and directions of Peel CAS as established from time to time;
- ii. if the Contractor or its employees or contractors come into contact with any Agency Persons, deal with such persons in a reputable, honest, courteous, non-offensive, fair and businesslike fashion and shall, as applicable, honour all commitments, verbal or otherwise, if any, made by them to such Agency Persons;
- iii. provide the Contracted Services in accordance with high industry standards as to quality with the intent that the Contracted Services will meet or exceed all reasonable requirements of Peel CAS (and its Agency Persons, as applicable) on an efficient and competitive basis;
- iv. use its best efforts to achieve the reasonable performance standards established from time to time by Peel CAS (after consultation the Contractor);
- v. disclose conflicts of interest as required under, and generally to abide by, Peel CAS's conflict of interest policies as in effect from time to time; and
- vi. generally conduct itself in such a fashion as to positively promote and preserve a reputation associated with Peel CAS consistent with reputability, high ethics, competence, good quality, and integrity.

A performance review will be conducted by Peel CAS periodically to ascertain whether the Contractor is complying with performance standards and the Contractor shall, if such performance review is not satisfactory to Peel CAS, use its best efforts to immediately improve its performance to achieve the performance standards.

4. Comply with Laws –

Without limitation to the foregoing, the Contractor shall at all times comply with all federal, provincial and municipal laws, and all rules and regulations of any duly constituted authority, affecting or in any way relating to the Contractor's business and activities, including without limitation, laws and regulations pertaining to licensing, public health, human rights, fire safety, employment practices and occupational health and safety.

5. Deficiencies –

Any deficiencies in the Contracted Services shall be rectified promptly and entirely at the Contractor's expense.

6. Goods Supplied –

The Contractor represents and warrants to Peel CAS that all goods supplied in the provision of the Contracted Services (if any):

- i. shall be free of defects, shall be of good and merchantable quality and shall be fit for the purpose intended;
- ii. shall, as required, be supplied to Peel CAS with complete and accurate instructions pertaining to use and safety;
- iii. when properly used (and in accordance with any instructions provided), shall be safe and shall not present a danger to any persons or property;
- iv. where applicable, have been approved for use in Canada by the Canadian Standards Association and by any other authority having jurisdiction;
- v. shall, as applicable, be transferred to Peel CAS free and clear of all charges and encumbrances whatsoever;



- and
- vi. that their sale, resale, use, lease or distribution to Peel CAS hereunder otherwise complies with all applicable laws and regulations throughout Canada and does not offend the patent or proprietary rights of any person.

7. Food & Consumables –

Without limitation to paragraph 6 of this Schedule, the Contractor represents and warrants to Peel CAS that all food products, beverages and other consumables goods sold or supplied to, or used in the provision of services hereunder shall be safe for consumption and of a good quality.

8. Use of Peel CAS Assets –

If and to the extent that the provision of the Contracted Services requires the occupation, possession or other use of Peel CAS's premises, equipment or other assets, the Contractor shall not occupy, possess or make use of the same except as expressly permitted by Peel CAS hereunder and in any event for no purpose other than the provision of the Contracted Services. Without limitation to the foregoing, the Contractor shall not suffer or permit the same to be used for any unlawful purpose or activity or suffer or permit any lien or encumbrance to be made against the same. Without limitation to paragraph 25 of this Schedule, the Contractor shall fully indemnify and save harmless Peel CAS and other Agency Persons from and against any and all claims, loss or damage of, against or to such property during, or in the course of, such occupation, possession or use, however caused (other than through the negligence of Peel CAS itself).

9. Supply Shortages –

Subject to any contrary commitments agreed to by the Contractor prior to the date of this Agreement and previously disclosed to Peel CAS in writing, in the event of a shortage of labour or other supplies or other circumstance which prevents the Contractor from satisfying requests for services from all of its customers within the times requested, the Contractor shall prefer Peel CAS and, in particular, shall fully supply Peel CAS with its requirements before supplying other customers.

10. Set Off –

All monies payable by Peel CAS to the Contractor shall be paid without set off save where the Contractor is in breach hereof or where Peel CAS is otherwise entitled to claim indemnity or other compensation from the Contractor in which event Peel CAS may set off the amounts of its entitlements, or Peel CAS's estimate thereof, as against any monies payable to the Contractor.

11. Non-Exclusive Service –

The Contractor shall be entitled to provide services to other parties provided that the provision of such other services does not, in Peel CAS's opinion, conflict with the Contractor's obligations to Peel CAS hereunder and do not in any other manner adversely impact upon the quality, quantity or timeliness of the Contracted Services to be provided herein and provided further that, in the event of conflict, Peel CAS's requirements are given first priority.

12. Hours and Location of Service –

Unless as may be otherwise stipulated in this Agreement, the Contractor may perform its services during such reasonable hours and may work from such locations as are sufficient to adequately meet its obligations hereunder. The Contractor shall be responsible for providing such of its own overhead, office space, equipment, vehicles, staffing and materials as may be necessary for the performance of its services hereunder without further charge or fee to Peel CAS and no additional fees or reimbursements shall, without prior express arrangement of Peel CAS, be payable. In the event that Peel CAS shall permit the Contractor to make use of Peel CAS's own facilities from time to time, it is understood and agreed



that such permission is at all times revocable at Peel CAS's discretion.

13. Status of the Contractor –

The Contractor is an independent contractor and is not a partner, legal representative, employee or agent of Peel CAS for any purpose whatsoever. The Contractor shall have no authority to, and agrees that it will not make, any warranties or representations, enter into any contracts, assume or create any obligations, or make any commitment or commitments, on behalf of Peel CAS without the prior express written consent of Peel CAS. In the event that any third party, including any governmental authority, shall allege that the Contractor or any of its subcontractors, agents or employees are employees of Peel CAS, or that Peel CAS is vicariously liable for the actions of the Contractor or any of its subcontractors, agents or employees, the Contractor agrees to fully indemnify and save harmless Peel CAS from and against any and all costs and expenses, including solicitor client costs, in defending against such allegation and from and against any and all judgments, assessments, reassessments, fines, penalties and other claims levied or obtained against Peel CAS in consequence of such allegations.

14. Variation of Terms –

Any changes in the fees, services, obligations or other terms hereof that may be agreed upon from time to time shall not affect the application or binding effect of the balance of this Agreement.

15. Release –

Peel CAS shall not be liable for any death, injury or damage to the persons or property of the Contractor or of its officers, employees, agents or contractors, except where such damage, loss or injury has resulted from the proven negligence of Peel CAS, its agents, or employees. Without limitation to the foregoing, Peel CAS shall not in any event be liable to the Contractor for any consequential damages or third party liabilities. In any and all events, no facts, acts, omissions, circumstances or states of affair (collectively "Actionable Occurrences") shall be alleged or claimed upon in, or as the basis for, any action or counterclaim in tort (including negligence), breach of contract or any other cause as against Peel CAS or, without Peel CAS's written consent, as against any other Agency Person unless, and except only to the extent that, the Contractor has notified Peel CAS of such Actionable Occurrences and the intention to claim upon them, in writing no more than 180 days after the date of such Actionable Occurrence (even if the same are not discovered or discoverable until after the expiration of such time and even if Peel CAS otherwise had actual and previous knowledge of the same) and the Contractor hereby releases Peel CAS from any claims arising from Actionable Occurrences not so notified to Peel CAS within such time. In any and all events, but without limitation to the foregoing, Peel CAS's liability to the Contractor for any cause or reason whatsoever, other than for the payment of fees hereunder, shall be limited to the sum of \$1,000.

16. Actions of Students and Others –

Without limitation to paragraph 16 of this Schedule, the parties agree that Peel CAS will not be liable to the Contractor, upon any grounds whatsoever, for any loss, damage or liability (including third party liability) expended, suffered or incurred by the Contractor by reason of or arising out of any act or omission of any student of Peel CAS during the term of this Agreement unless the wrongful aspects of such acts or omissions were committed at the express, specific and proximate direction of Peel CAS.

17. Employees –

The Contractor shall hire or provide from its employees such managers, supervisors and workers as are required to perform the Contracted Services hereunder and shall be solely responsible for, and shall pay when due, all wages, benefits, safety programs, Workers' Compensation, source deductions and payroll administration associated with such employees and, without limitation shall be responsible for the supervision, selection, training and dismissal (with proper notice or



payment in lieu) of any and all such employees.

18. Intellectual Property –

The Contractor acknowledges and agrees that it shall not acquire any rights to any good will, trade-mark, copyright or other form of intellectual property owned by Peel CAS. The Contractor shall not use the trademarks or logos of Peel CAS in any manner except that the Contractor may identify itself as the independent contractor of Peel CAS in a form and manner permitted in writing from time to time by Peel CAS. All Developed Product(s) are and shall be the property of Peel CAS (and are hereby assigned to Peel CAS) and all moral rights in the same are hereby waived. Upon the completion of the Contracted Services, the Contractor shall deliver up to Peel CAS any and all of the drawings, specifications, models, source codes and copies of or relating to the Developed Product in whatever form they may be found to exist whether they are printed, electronically stored, or exist in any other form whatsoever.

19. Confidentiality –

The Contractor and each of its employees and contractors shall keep all sensitive information strictly confidential and shall not disclose or release such information or any portion thereof to any person whatsoever, except to Peel CAS and except as may be required at law. Without limitation to the foregoing, the Contractor shall, if requested by Peel CAS, execute and deliver Peel CAS's standard vendor confidentiality agreement with such variations thereto, if any, as Peel CAS reasonably determines are advisable having regard to the nature of the Contracted Services. The Contractor further agrees as follows:

In the event that:

- i. inadvertently or otherwise, the Contractor obtains or gains access to any sensitive information that was not required for the performance of this Agreement;
- ii. sensitive information in any form that the Contractor once had in its possession or control is lost, or stolen or is otherwise acquired by a third party without the consent of Peel CAS; or
- iii. the Contractor has reasonable cause to believe that trespassers, "hackers" or any other third party has, by theft, through electronic means or otherwise, gained access to sensitive information without the consent of Peel CAS, then the Contractor shall promptly so advise Peel CAS and, if requested, provide a written report concerning such incident in such detail as Peel CAS shall reasonably require.

Where, having regard to the nature of the Contracted Services, Peel CAS deems it practical and appropriate, the Contractor may be required to, and in such event shall, promptly advise Peel CAS in writing of each occasion that the Contractor accesses Peel CAS's electronic files, records or systems outside of normal business hours or from any off-site location and shall not in any event do so without prior authorization.

Sensitive Information shall not in any form or by any means, electronically or otherwise, be removed from Peel CAS's premises without its express consent.

Upon request of Peel CAS, or, in any event, upon termination or expiry of this Agreement, the Contractor shall promptly return to Peel CAS any and all Sensitive Information and any and all copies, abstracts, summaries or derivations thereof, and in whatever form, written, electronic or otherwise that are in the Contractor's possession or control.

The Contractor's obligations of confidentiality hereunder as they pertain to Sensitive Information continue after termination of this Agreement.

20. Enforcement/Injunctions –

Peel CAS
25 Capston Drive, Mississauga, L5W 0H3, ON
P: 1.905.363.6131 | F: 1.905.363.6133
peelcas.org



@PeelCAS



@peelcas



@PeelChildrensAid

The Contractor agrees that in the event that the Contractor contravenes this Agreement or any portion hereof or shall engage in any activity which, on the face of it, contravenes this Agreement (including, without limitation, paragraphs 20 or 26 of this Schedule) the Contractor acknowledges and agrees that damages alone would be an insufficient remedy and that interim and permanent injunctions would (without limitation to any claim for damages) be an appropriate remedy. The Contractor further agrees that if Peel CAS seeks such an injunction, whether on an interim basis or otherwise the Contractor will waive any entitlement to require an undertaking as to damages and releases Peel CAS from any damages resulting from such injunction.

21. Incident Reporting –

In performing the Contracted Services, the Contractor shall immediately report to Peel CAS, by telephone, any breach of this Agreement or any occurrence or situation that is or has been harmful or could be potentially harmful to any person or property or that may delay the completion or that may impair the quality of any of the Contracted Services, and promptly and accurately complete and submit to Peel CAS written reports that may be reasonably requested by Peel CAS or its insurer relating to same.

22. Risk –

All goods supplied by the Contractor hereunder shall be entirely at the risk of the Contractor until such time as possession of such goods has been delivered over to Peel CAS. Where the goods of Peel CAS or of any other Person come into the possession of the Contractor during the performance of this Agreement, all such goods shall be entirely at the risk of the Contractor from the time the Contractor takes possession of the same to the time that possession of such goods has been delivered over to Peel CAS or such Agency Person, as the case may be, and the Contractor shall hold Peel CAS and other Agency Persons harmless from and against any claims arising out of the damage to the same, however caused, save where such losses have been proven to be caused by the negligence of Peel CAS or such Agency Persons.

23. Security –

The Contractor acknowledges that Peel CAS is in a uniquely vulnerable and sensitive position in respect of any actual or perceived risk of harm to the person or property of Peel CAS or any of its employees or students and consequently agrees that where Peel CAS in its unfettered discretion determines that any employee, contractor or other representative of the Contractor charged with any task or responsibility in the carrying out of the Contractor's duties hereunder has engaged in (or, with or without definitive proof, has been perceived to have been engaged in or at risk of engaging in) practices or behaviours deemed offensive by Peel CAS including, without limitation, practices involving harassment, bullying, the issuance of verbal or implied threats, the violation of laws or regulations or acts of dishonesty, such employee, contractor or other representative will be replaced by the Contractor at the request of Peel CAS. In any request to replace any such employee, contractor or representative it shall not be necessary for Peel CAS to give any cause or explanation for its request.

24. Indemnity –

The Contractor shall indemnify and save harmless Peel CAS and other Agency Persons from and against any and all direct and consequential losses, expenses (including legal expenses on a solicitor and client basis) and claims (including claims brought by third parties) suffered, brought or incurred as a result of: (i) any breach by the Contractor of this Agreement, (ii) any deficiencies in the Contracted Services or the performance thereof; (iii) any harm or loss of or to the property of Peel CAS or of others as a result of, or arising out of, the Contracted Services or the performance thereof; (iv) any debt, charge or liability owed by the Contractor to a third party, including any governmental agency or other third party; or (v) the negligence or any other wrongful act of or by the Contractor or any assignee, agent, contractor, or employee of the Contractor.



25. Continuing Obligations –

Any reference in this Agreement to termination whether by expiry, unilateral termination or otherwise shall be read as preserving all rights, obligations and liabilities existing, arising, accrued or accruing at or prior to the time of such termination. Without restricting the generality of the foregoing, paragraphs 5, 20, 22, 25, 26, 31 and 34 of this Schedule shall survive the termination of this Agreement.

26. Assignment/Sub-contractors –

The Contractor may not assign this Agreement without the express written consent of Peel CAS which said consent may be arbitrarily withheld. Except as may be otherwise expressed in the Agreement, sub-contractors may not be used in the provision of Contracted Services without Peel CAS's prior written consent.

27. Non-Waiver –

Any waiver or condonation by Peel CAS of any default or breach by the Contractor shall not operate as or in any way constitute a waiver or condonation of any subsequent default or breach hereunder.

28. Holdover –

In the event that the Contractor continues to provide Contracted Services after the expiry of the said term with the agreement or acquiescence of Peel CAS, the terms of this Agreement shall continue to apply to such goods and services except that, unless and until Peel CAS expressly agrees otherwise in writing, there shall be no implied extension of the said term and any of Peel CAS's obligations hereunder shall be terminable at will and without prior notice.

29. Force Majeure –

Neither party is liable for any loss, detention, default, damage or delay in fulfilling the obligations under this Contract caused by or resulting from conditions or causes beyond its reasonable control, including, but not limited to, any act of God, fire, flood, acts of any government authority, enemy or hostile actions, sabotage, war, blockades, insurrections, riots, epidemics, washouts, nuclear and radiation activity or fallout, civil disturbances, explosions, or other casualty ("Force Majeure"). Peel CAS may terminate this Contract, without liability or waiver of breaches by the Contractor unrelated to the Force Majeure, if such Force Majeure continues for longer than 30 days.

30. Budgetary Changes –

The Contractor acknowledges that Peel CAS is a publicly funded institution reliant upon the funding policies and procedures of governments and agrees that in the event that any change in legislation, regulations, grants, funding amounts, funding policies, expenditure directives or restrictions, or other occurrence of a legal or financial nature beyond the control of Peel CAS shall, in the reasonable and bona fide opinion of Peel CAS make the continuation of the within agreement upon the prices or terms herein contained unlawful, economically unfeasible or otherwise inadvisable or imprudent, Peel CAS shall be at liberty to terminate this Agreement upon no less than 60 days' notice to the Contractor and the term hereof shall end on such date in all respects as though such date had been the termination date originally agreed to hereunder.

31. Freedom of Information and Protection of Privacy Act -

Notwithstanding anything else in this Agreement, the Contractor agrees that, in adherence to the Freedom of Information and Protection of Privacy Act, RSA 2000, c F-25 ("FOIP Act"), the Contractor is required to comply with the provisions of the FOIP Act pertaining to all information and records relating to, obtained, created, generated, collected, or provided



under or pursuant to this Agreement. The Contractor agrees that Peel CAS is subject to the requirements of the FOIP Act and that all information and records pertaining to this Agreement will be maintained in confidence or disclosed by Peel CAS in accordance with the FOIP Act.

The Contractor will fully cooperate with Peel CAS in any manner that Peel CAS requires for the purpose of assisting Peel CAS to meet its obligations under the FOIP Act or other law or legislation with respect to the records within the Contractor's custody or control.

Notwithstanding anything else in this Agreement, the Contractor shall fully indemnify and save Peel CAS harmless from any loss, damages, or costs (including solicitor and his own client costs) arising from the actions of, or failure to act on the part of the Contractor, or its employees, agents, or subcontractors, with respect to the requirements of this Section.

32. Amendments –

No amendment, waiver or variation of this Agreement or any portion hereof may be made by implication, conduct or oral agreement it being understood and agreed that the terms of this Agreement may only be amended, waived or varied by agreement in writing duly executed by all parties hereto in the same manner this Agreement is executed.

33. Interpretation –

Any obligation of the Contractor hereunder shall be read so as to extend to every employee, officer and contractor of the Contractor, whether expressly stated or not, so that any act of such employees, officers or contractors shall, for the purposes hereof, be deemed to be an act of the Contractor. Nothing in this Agreement lessens Peel CAS's rights and entitlements under common law. If any paragraph (or sentence, clause or other portion thereof) in this Agreement is unenforceable for any reason (including uncertainty) then such provision may at Peel CAS's option be severed and the rest of this Agreement shall be of full force and effect and generally, but without limitation to the forgoing, any portion or portions of such paragraph, sentence, clause or portion may be deleted by Peel CAS at any time if so doing is required to preserve the enforceability of the remainder of such paragraph, sentence, clause or portion. The headings used herein are for convenience only and shall not be used in interpretation. This Agreement shall be interpreted in the manner most beneficial to the interests of Peel CAS. This Agreement contains the entirety of any representations, warranties or covenants by or on behalf of Peel CAS pertaining to the subject matter hereof and any others not expressed herein, whether in writing or not, are disclaimed and released by the Contractor along with any claims, in tort or otherwise, against any Agency Person in consequence of any such representation, warranty or covenant. The individual clauses in this Agreement and its Schedules shall be construed independently and, whether expressly so stated or not, the interpretation of one clause shall not limit any of the rights and protections given Peel CAS under any other clause. As regards all of the Contractor's obligations, time is of the essence hereof. This Agreement shall be binding upon and ensure to the benefit of Peel CAS and the Contractor and their respective heirs, executors and permitted assigns.

34. Governing Law –

The local domestic laws of the Province of Ontario (the United Nations Convention on the International Sale of Goods not to apply) shall govern and apply to this Agreement and the performance hereof and to any acts or occurrences happening in or as a result of the performance of this Agreement and to any other circumstance or event occurring between the parties or between any Agency Person on the one part and the Contractor or its employees or contractors of the other part during the term of this Agreement, and each party hereto hereby attorns to the jurisdiction of the Courts of the Province of Ontario.



Confidentiality Agreement Schedule “C”

Privacy is essential to the delivery of services to individuals who come in contact with the Peel CAS. As a Vendor to the Peel CAS, you must follow the following confidentiality rules.

Service Recipient Personal Information: Personal information about Peel CAS service recipients includes, but is not limited to, name, contact information, identifying markers or descriptions, information relating to someone’s service at Peel CAS, physical or mental health, family history, adoption information, financial information, educational information, the fact that someone is, has been or may become a service recipient of the Peel CAS, and the name of a substitute decision-maker, etc.

1. All personal information about service recipients whether recorded or verbal must be protected.
2. You are only allowed to collect, use and disclose (including: receive, look at, access, ask for, view, copy, record, print, read, listen, share with others) personal information about Peel CAS service recipients on a “need to know basis”, and even then only the minimum amount required, as required for your role or as authorized in writing or as required by law.
3. You are only allowed to use the Peel CAS paper records or electronic record system for your assigned tasks.
4. You will not communicate Peel CAS service recipient’s personal information, except to persons authorized to receive such information and only for the purposes of performing your role.
5. You will not collect, use or disclose personal information of Peel CAS service recipients unless to do so is authorized as part of your role and not for your own purposes. You are specifically not allowed to look at Peel CAS records that might relate to yourself, your family, friends, neighbours or anyone else you may know or want to know.
6. You are not allowed to engage in unauthorized self-initiated study projects, research or learning involving personal information of service recipients without written permission.
7. You will not share your passwords to the Peel CAS’s electronic record systems with anyone. You understand you are responsible for protecting those passwords and access to the Peel CAS systems and records and that you are responsible for all actions performed when the electronic record system has been opened using your password.
8. You will access, process and transmit service recipient personal information using only authorized hardware, software, or other authorized equipment. You understand that you may not save personal information about Peel CAS service recipients on an unencrypted laptop, USB key or other unencrypted portable device.
9. You will not remove any Peel CAS service recipient’s information from the Peel CAS premises (including taking it home to work on) except as authorized in writing. If authorized, you shall securely store the information and ensure it is in your safe custody and control at all times.
10. You will not alter, destroy, copy or interfere with service recipient personal information, except with authorization from the Peel CAS.
11. You shall immediately report all incidents involving loss, theft or unauthorized use or disclosure of a CAS service recipient’s personal information to the Peel CAS <Privacy Officer/Privacy Designate/Privacy Lead . You understand any breach of your duties under this Agreement and your general duty to maintain confidentiality may result in corrective action being taken. Such corrective action may include, but is not limited to:

- (a) Reporting to your employer,
- (b) Retraining,



- (c) Loss of access to systems,
- (d) Suspension,
- (e) Reporting your conduct to the Information and Privacy Commissioner of Ontario or a professional regulatory body or both, termination of contract, and immediate dismissal.

You understand there could also be notification of affected persons. You understand a privacy breach could also result in you being fined, prosecuted or sued.

You understand and agree to abide by these terms and conditions, and they will remain in force even if you cease to be employed by or your relationship ends with the Peel CAS or the vendor on whose behalf you are working at Peel CAS.

Name:

Signature:

Date:

