



Application Guidelines

REQUEST FOR PROPOSALS

Psychological Assessment Services

Issued: Friday, January 11, 2019

Application Deadline: Friday, February 1, 2019

Please Direct Submissions to:

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Surrounded by Cedar Child & Family Services

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Surrounded by Cedar Child and Family Services is located upon the traditional territories of the Lkwungen people, known today as the Songhees and Esquimalt Nations.

Part 1: Introduction

Background:

This Request for Proposals (RFP) is issued by Surrounded by Cedar Child and Family Services (SCCFS) for the purpose of awarding a contract to a Registered Psychologist to complete a series of psychoeducational assessments for urban Indigenous children and youth in care (attending various schools within School Districts 61, 62 & 63) and provide recommendations for learning difficulties to be included in the child/youth's Individual Educational Plan (IEP).

SCCFS is an urban Delegated Indigenous Agency. Through an agreement with the Provincial Director of Child Welfare, SCCFS is responsible for the administration of various sections of the *Child, Family and Community Services Act (CFCSA)*, including Guardianship & Permanency Planning services to urban Indigenous children and youth in Continuing Care. Additionally, SCCFS offers a variety of non-delegated support services.

The **mission** of SCCFS is to provide child and family services rooted in cultural values and beliefs to restore and enhance the strength and resiliency of the urban Indigenous community. Our **vision** is of healthy children who will grow up connected to their families, communities and cultures.

Passionate about providing service strongly rooted in Indigenous cultural values, **we believe:**

- ❖ SCCFS is a visitor to the traditional territories upon which it is located and upon which it carries out its business. SCCFS will ensure respectful relationships with the local territories and will acknowledge and honour the traditional keepers of the lands, waters and supernatural ones.
- ❖ Children are the most sacred gift given to the people by Creator and their safety and well-being must be honoured with the highest regard.
- ❖ Connection to spirit and identity through familial, hereditary and cultural linkages are the strongest protective factors in promoting safety and well-being amongst Indigenous people.
- ❖ All children and youth in care have the right to permanency that is timely and ensures a meaningful and ongoing connection to their families, Indigenous communities, and cultural identity.
- ❖ The work of the agency and its practice is firmly rooted in Indigenous world views and is grounded in Indigenous cultural values and beliefs.
- ❖ SCCFS honours the cultural diversity that exists amongst Indigenous communities across Turtle Island and promotes strong, engaged and meaningful relationships with its allies, community partners and sister agencies.
- ❖ Humility guides the work of the organization as it gently carries the intergenerational stories of urban Indigenous children, youth and families without judgement.
- ❖ Indigenous communities and families continue to heal from the destruction that colonialism and oppression have imposed, resulting in significant intergenerational trauma. Relationships with urban Indigenous children, youth and families will be trauma-informed, while acknowledging the resiliency that has always existed.
- ❖ We are good hosts and maintain a safe and welcoming space for all of our relations.

- ❖ We are responsible to the urban Indigenous community as much as we are responsible to the Director of Child Welfare and our funders.

Term of Agreement:

The selected proponent will be requested to enter into negotiations for an agreement with SCCFS for the provision of the deliverables. It is SCCFS' intention to enter into an agreement with only one (1) entity. The term of the agreement is to be for a period of time sufficient to complete the deliverables. SCCFS retains the option to extend the agreement on the same terms and conditions for an additional term to facilitate additional work, to be determined following the completion of the deliverables. It is anticipated that the agreement will be executed on or around March 1, 2019.

No Guarantee of Volume of Work or Exclusivity of Contract:

SCCFS makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described deliverables. SCCFS may contract with others for the same or similar deliverables to those described in the RFP or may obtain the same or similar deliverables internally.

Part 2: Deliverables

Scope of Services:

SCCFS is requesting proposals from psychologists registered with the College of Psychologists of British Columbia or members in good standing with the BC Association of School Psychologists to provide psychoeducational assessment and planning services for school age children (Kindergarten to Grade 12) who are experiencing serious learning and/or behavioural difficulties.

Psychologists must be able to produce psychoeducational assessments recognized by School Districts 61, 62 & 63.

Assessment services will be provided at the psychologist's place of business.

Engagement and collaboration with the child/youth's social worker, caregiver, and education professionals is essential.

Deliverables:

The Psychologist, or Agency, would be expected to:

1. Administer and interpret up to, and including, Level C Educational, Psychological and Behavioural Assessments.
2. Provide recommendations regarding students' eligibility for specific Ministry of Education categories.
3. Provide recommendations for learning to be included in the child/youth's Individual Educational Plan (IEP).
4. Collaborate with the child/youth's social worker, caregiver, educational supports, and others as required in the course of completing a comprehensive psychoeducational assessment.
5. Provide accounting of services provided and submit monthly billings to SCCFS.
6. Must follow SCCFS' policies regarding privacy and confidentiality, ensuring the confidentiality of children and youth in care is protected and respected.
7. Work under the direction of the Program Manager at SCCFS.

Qualifications:

Professional status/degree/memberships/professional accountability:

1. Doctorate or Master's degree in school psychology, or related field, with a focus on school psychology, including graduate training in measurement and individual psychological assessments;
2. Demonstrated ability in consulting with teachers, parents, students and community agencies regarding the nature of students' strengths and needs, the educational implications, and ways to enhance learning;
3. Demonstrated ability in collaborating with school-based and/or school district personnel to design or implement instructional strategies and design or implement behavioural interventions;
4. Knowledge of Ministry of Education, Special Education Policies and Procedures;
5. Demonstrated ability in planning and presenting in-service in the area of Special Education and, specifically, in the area of assessment;

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6. Current membership, in good standing, with the BC Association of School Psychologists or the College of Psychologists of British Columbia.

SCCFS will Provide:

- ❖ Referrals of urban Indigenous children/youth in care who require psychoeducational assessment services;
- ❖ Minimal receptionist/administrative support

Proponent will Provide:

- ❖ Their own office space, appropriate to meet with children/youth and others in the course of completing psychoeducational assessments;
- ❖ Their own office or mobile phone, equipment, supplies and computer technology;
- ❖ Their own transportation and parking costs.

Part 3: Evaluation of Proposals

Timetable and Submission Instructions:

Proponents should submit their proposals according to the following timetable and instructions.

Timetable:

RFP Issue Date:	January 11, 2019
Deadline for Questions:	January 18, 2019 @ noon PST
Deadline for Proposals:	February 1, 2019 @ 4:30 p.m. PST

Invited proponents may be requested to provide additional information to support their proposal after February 1, 2019.

The RFP timetable is tentative only and may be changed by SCCFS at any time.

Proposals Should be Submitted in Prescribed Manner:

Proposals should be submitted in PDF form via email to maren@sccfs.com with the subject line: 2019 RFP PSYCHOLOGY SERVICES.

The body of the email should include the full legal name, address, and email address of the proponent.

Proposals should be **less than 15 pages**, excluding resumes, prescribed forms, appendices and references required for this RFP.

Proposals submitted after the submission date will not be accepted.

Withdrawing Proposals:

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To initiate a withdrawal, a notice of withdrawal must be sent to the SCCFS contact and must be signed by an authorized representative. SCCFS is under no obligation to return withdrawn proposals.

Stages of Proposal Evaluation:

SCCFS will conduct the evaluation of proposals in the following stages:

1. Stage One: Proposals will be reviewed to determine if they comply with all mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the submission date will not be accepted.
2. Stage Two: Scoring by SCCFS of each qualified proposal on the basis of the rated criteria.
3. Stage Three: Scoring of the pricing submitted. The evaluation of price will be undertaken after the evaluation of the mandatory requirements and any rated requirements as been completed.
4. Cumulative Score: At the conclusion of Stage Three, all scores from Stage Two and Stage Three will be added and the highest-ranking proponent will be elected for contract negotiations.

Submission Forms:

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms.

Each proposal must include a Submission Form (Appendix A) completed and signed by an authorized representative of the proponent.

Each proponent must include a Rate Bid Form (Appendix B), completed according to the instructions contained in the form as well as the instructions set out below:

1. Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes, except for sales tax, which should be itemized separately; and
2. Rates quoted by the proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to SCCFS, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Each proponent must complete the Reference Form (Appendix C) and include it with their proposal.

Evaluation of Rated Criteria:

To be considered completed, your response must provide the following information:

1. A detailed overview of your clinical expertise, including:
 - a. Your experience working with Indigenous children and youth in care;
 - b. A brief outline of your understanding of the history of Indigenous people across Canada, including the impacts of colonization, residential schools, the Sixties Scoop, and the child welfare system;
2. Information on your education, training and related background experience, including professional memberships or affiliations (copies of membership is necessary);
3. A fee proposal to undertake the service. The proposal should identify the rate per psychoeducational assessment which includes recommendations for learning to be included in

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the child/youth’s IEP. Please note, SCCFS is not able to consider proposals for fees exceeding \$52,500.

4. Proof of professional liability insurance.
5. Three (3) references.

The successful bidder shall indemnify SCCFS for all damages suffered by it as a result of the negligent actions or wrongful acts of the successful bidder, its employees, servants, and/or agents. The successful bidder shall indemnify and hold harmless SCCFS, its Board of Directors, students, employees, and/or agents from all claims, demands, losses, costs, damages, actions suits, or proceedings initiated by third parties arising from the negligence of the successful bidder, its employees, servants, and/or agents. The successful bidder must carry liability insurance with a limit of not less than \$3,000,000. SCCFS shall be named as an additional insured on the policy, but only with respect to the operations of the successful bidder.

While at SCCFS, personnel of the successful bidder must observe all policies/regulations of SCCFS and remain in compliance with all privacy policies.

SCCFS shall have the unilateral right to terminate any contract formed between the parties as a result of non-performance by giving notice outlined within the agreement.

Selection Criteria:

While cost is a factor in the award of this RFP, it is not the only factor to be considered. Other factors to be considered, but not necessarily restricted to, are:

CRITERIA	POSSIBLE POINTS
Relevant experience/training	10
Qualifications	10
Pricing	20
Evidence of professional liability insurance	10
Experience working with Indigenous children and youth in care	20
Understanding of colonial impacts on Indigenous people	20
Satisfactory reference checks	10
Total Points:	100

Part 4: Terms and Conditions of the RFP Process

General Information and Instructions:

Proponents should structure their proposals in accordance with the instructions in the RFP. Where information is requested in the RFP, any response made in a proposal should reference the applicable section numbers of the RFP where that request was made.

Proposals in English:

All proposals are to be in English.

Agency's Information in RFP Only an Estimate:

SCCFS and its advertisers make no representation, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. Any quantities shown, or data contained in the RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general size of the work. It is the proponent's responsibility to avail itself of all the necessary information to prepare a proposal in response to the RFP.

Proponents Shall Bear Their Own Costs:

The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

Proponents to Review RFP:

Proponents shall promptly examine all documents comprising the RFP, and shall report any errors, omissions or ambiguities; and may direct questions or seek additional information; in writing by email on or before the proponent's deadline for questions to the SCCFS contract.

All questions submitted by proponents by email to the SCCFS contact shall be deemed to be received once the email has entered the SCCFS contact's email inbox. No such communications are to be directed to anyone other than the SCCFS contact. SCCFS is under no obligation to provide additional information.

It is the responsibility of the proponent to seek clarification from the SCCFS contact on any matter it considers to be unclear. SCCFS shall not be responsible for any misunderstanding on the part of the proponent concerning the RFP or its process.

Verify, Clarify and Supplement:

When evaluating responses, SCCFS may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. SCCFS may revisit and re-evaluate the proponent's response or ranking based on any such information.

No Incorporation by Reference:

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

Proposals to be Retained by SCCFS:

SCCFS will not return the proposal or any accompanying documentation submitted by a proponent.

Selection of Top-Ranked Proponent:

The top-ranked proponent, as established under Part 3 – Evaluation of Proposals, will receive a written invitation to enter into direct contract negotiations with SCCFS.

Timeframe for Negotiations:

SCCFS intends to conclude negotiations within ten (10) days commencing from the date SCCFS invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

Process Rules for Negotiations:

Any negotiations will be subject to the process rules contained in this Part 4 – Terms and Conditions of RFP Process and the Submission Form (Appendix B) and will not constitute a legally binding offer to enter into a contract on the part of SCCFS or the proponent. Negotiations may include requests by SCCFS for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by SCCFS for improved pricing from the proponent.

Terms and Conditions:

The terms and conditions found in the Form of Agreement (Appendix A) are to form the starting point for negotiations between SCCFS and the selected proponent.

Failure to Enter into Agreement:

Proponents should note that if the parties cannot execute a contract within the allotted ten (10) days, SCCFS may invite the next-best-ranked proponent to enter into negotiations. In accordance with the process rules in this Part 4 – Terms and Conditions of RFP Process and the Submission Form (Appendix B), there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. With a view to expediting contract formalization, at the midway point of the above-noted timeframe, SCCFS may elect to initiate concurrent negotiations with the next-best-ranked proponent. Once the above-noted timeframe lapses, SCCFS may discontinue further negotiations with that particular proponent. This process shall continue until a contract is formalized, until there are no more proponents remaining that are eligible for negotiations or until SCCFS elects to cancel the RFP process.

Prohibited Proponent Communications:

The proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B). For the purposes of this Section, “Conflict of Interest” shall have the meaning ascribed to it in the Submission Form (Appendix B).

Proponent Not to Communicate with Media:

A proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the SCCFS Contact.

Confidential Information of Agency:

All information provided by or obtained from SCCFS in any form in connection with the RFP either before or after the issuance of the RFP:

- (a) is the sole property of SCCFS and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to the RFP and the performance of any subsequent Contract;
- (c) must not be disclosed without prior written authorization from SCCFS; and
- (d) shall be returned by the proponents to SCCFS immediately upon the request of SCCFS.

Confidential Information of Proponent:

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by SCCFS. The confidentiality of such information will be maintained by SCCFS, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to SCCFS' advisers retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the SCCFS Contact.

No Contract until Execution of Written Agreement:

The RFP process is intended to identify prospective vendors for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any goods or services shall be created between the proponent and SCCFS by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

Non-binding Price Estimates:

While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

Disqualification for Misrepresentation:

SCCFS may disqualify the proponent or rescind a contract subsequently entered if the proponent's response contains misrepresentations or any other inaccurate, misleading or incomplete information.

References and Past Performance:

SCCFS' evaluation may include information provided by the proponent's references and may also consider the proponent's past performance on previous contracts with SCCFS or other agencies.

Inappropriate Conduct:

SCCFS may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following:

- (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information;
- (b) the refusal of the supplier to honour its pricing or other commitments made in its proposal; or

(c) any other conduct, situation or circumstance, as solely determined by SCCFS, which constitutes a Conflict of Interest. For the purposes of this Section, “Conflict of Interest” shall have the meaning ascribed to it in the Submission Form (Appendix B).

Cancellation:

SCCFS may cancel or amend the RFP process without liability at any time.

Governing Law:

The terms and conditions in this Part 4 – Terms and Conditions of RFP Process (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein.

Appendix A: Form of Agreement

Proponents shall include a proposed terms of engagement document that SCCFS and the successful proponent will use as the basis of the negotiation phase of the contract development process.

Appendix B: Submission Form

1. Proponent Information:

Please fill out the following form and name one person to be the contact for the RFP response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name Under Which the Proponent Carries on Business:	
Street Address:	
City, Province:	
Postal Code:	
Phone Number:	
Fax Number:	
Website (if applicable):	
RFP Contact Person & Title:	
RFP Contact Phone Number:	
RFP Contact Fax Number:	
RFP Contact Email Address:	

2. Acknowledgement of Non-Binding Procurement Process:

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until SCCFS and the selected proponent have executed a written contract.

3. Ability to Provide Deliverables:

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the deliverables required under the RFP. The proponent represents and warrants its ability to provide the deliverables required under the RFP in accordance with the requirements of the RFP for the rates set out in the Rate Bid Form and has provided a list of any subcontractors to be used to complete the proposed contract. The proponent encloses herewith as part of the proposal the mandatory forms set out below:

Form:	Initial to Acknowledge:
Proposed Terms of Engagement	
Submission Form	
Rate Bid Form	
Reference Form (x 3)	

Notice to proponents: There may be forms required in the RFP other than those set out above. See the Mandatory Requirements section of the RFP for a complete listing of mandatory forms.

4. Non-Binding Price Estimates:

The proponent has submitted its Rates in accordance with the instructions in the RFP and in the Rate Bid Form set out in Appendix C. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

5. Conflict of Interest:

For the purposes of this section, the term “Conflict of Interest” means:

(a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of SCCFS in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or

(b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

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

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our proposal; **AND** (b) were employees of SCCFS and have ceased that employment within twelve (12) months prior to the submission date:

Name of Former Employee:	
Job Title at SCCFS:	
Last Date of Employment with SCCFS:	
Name of Last Supervisor:	
Brief Description of Job Functions:	
Brief Description of Individual's Participation in the Preparation of the Proposal:	

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

6. Disclosure of Information

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

Signature of Witness:

Printed Name:

Date:

Signature of Proponent Representative:
I have authority to bind the proponent.

Printed Name and Title:

Date:

Appendix C: Rate Bid Form

Fixed Project Costs:		
Estimated Variable Project Costs (if any):		
	Expenses:	
	Other (define):	
	Other (define):	
Total Estimated Variable Project Costs:		
Total Project Costs:		

Appendix D: Reference Form

Each proponent is requested to provide three (3) references from clients who have obtained similar goods or services to those requested in the RFP from the proponent in the last three (3) years. Proponent may use their own form; however, must provide all information below.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	