

# Universities RFP Template For Goods and Installation (With Instructions)

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**[Insert University Logo]**

**[Insert University Name]**

**Request for Proposals**

**For**

**[Insert Type of Goods and Installation]**

**Request for Proposals Number:** [Insert RFP Number]

**Request for Proposals Issued On:** [Insert Date]

**Proposal Submission Deadline:** 2:00:00pm on [Insert Date] Local Time in [Insert City], Ontario,  
Canada

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## General Instructions

Instruction in this template are set out in light blue font.

Please read these instructions carefully, ensure that you have the most up-to-date version, and obtain legal advice in advance of the RFP issue date.

This template is aligned with the Ontario Broader Public Sector (BPS) Procurement Directive ("Directive") dated July 1, 2011. *Mandatory requirements from the Directive are set out in italic in a dark blue font.*

Visit the following website for the complete BPS Procurement Directive document – [http://www.fin.gov.on.ca/en/bpssupplychain/documents/bps\\_procurement\\_directive.html](http://www.fin.gov.on.ca/en/bpssupplychain/documents/bps_procurement_directive.html)

The objective of the mandatory requirements in the Directive is to ensure BPS organizations conduct procurement-related supply chain activities in an open, fair and transparent manner.

The purpose of the Directive is to:

- Ensure that publicly funded goods and installation, including construction, consulting services, and information technology are acquired by BPS organizations through a process that is open, fair, and transparent;
- Outline responsibilities of BPS organizations throughout each stage of the procurement process; and
- Ensure that procurement processes are managed consistently throughout the BPS.

The Directive is based on the five key principles that allow BPS organizations to achieve value for money while following a procurement process that is fair and transparent to all stakeholders:

- **Accountability** – BPS organizations must be accountable for the results of their procurement decisions and the appropriateness of the processes.
- **Transparency** – BPS organizations must be transparent to all stakeholders. Wherever possible, stakeholders must have equal access to information on procurement opportunities, processes and results.
- **Value for Money** – BPS organizations must maximize the value they receive from the use of public funds. A value-for-money approach aims to deliver goods and installation at the optimum total lifecycle cost.
- **Quality Service Delivery** - Front-line services provided by BPS organizations, such as teaching, must receive the right product, at the right time, in the right place.
- **Process Standardization** - Standardized processes remove inefficiencies and create a level playing field.

Universities must, as set out in the Directive, conduct procurement activities according to the law in Ontario, including contract law, the law of competitive processes, privacy legislation, accessibility legislation and any other legislation as may be applicable.

Universities may also be subject to various trade agreements, including but not limited to the Agreement on Internal Trade (AIT) and the Ontario–Quebec Trade and Cooperation Agreement (Ontario–Quebec Agreement).

## Scope

This template, including the instructions, was created to standardize and expedite the RFP preparation process for Universities of a standard goods and installation RFP.

A new procurement should only be initiated after considering available resources, mandatory and optional existing arrangements (e.g. applicable association agreements, an OECEM agreement, an MGS agreement, etc.).

This template may require substantial enhancements for more complex RFPs such as those involving:

- Information technology
- Multiple organizations
- Multiple awards (e.g. creating a vendor-of-record)
- RFPs which do not match the assumptions in this document
- Any other complex procurement that, because of the particular structure, industry or deliverable is more complex than a standard RFP

As this is a template, additional language may need to be added. Accordingly, the Universities should carefully review the template and revise it as necessary. Prior to making any substantive revisions of any kind, including but not limited to, deleting or adding new clauses, the University should consult with legal counsel.

## Structure

The Common RFP Template includes instructions within the text throughout the document. When examples are given in the instructions, they should be considered as showing the types of issues that should be considered and should not be considered exhaustive.

In addition to the shaded instructions on the recommended content and considerations, the instructions identify assumptions, which form the basis of the standardized language in the template. These assumptions may be subject to change and should be considered when using this template.

This Common RFP Template was prepared so that Universities can add the information necessary to define their specific deliverables and evaluation process.

All instructions and areas to be filled in are shaded, in [square brackets]. All shading must be **deleted** prior to issue. Except for headings, numbering of sections, and identification of parties, there should be no bolding or shading in the body of the RFP once it has been properly completed.

All text to be inserted should be in **Verdana 9 Point** so as to remain consistent with the existing text.

Before issuing the RFP, Universities should ensure that the numbers in the final version of the RFP and Table of Contents are in sequence and that all internal numbers, which refer the reader to another section in the RFP, are correctly cross-referenced.

The Common RFP Template is an evolving document. It is anticipated that it will change over time to reflect changes in the law and general government and sector-specific policies and practices. Prior to commencing the preparation of a draft RFP, ensure you are working from the most current version of the template by downloading it from the OECEM website.

Under no circumstances should a copy of this template (including the instructions) be circulated or released to persons or entities outside the education sector in Ontario.

## The RFP Preparation Process

Failing to follow the proper steps in the preparation of template documents can lead to delays, unsatisfactory deliverables and increased legal liabilities.

The general phases for the preparation of a procurement document include:

- Planning
- Drafting
- Review (procurement, subject matter experts, legal)
- Finalization

Bypassing any of these phases is inadvisable.

### Planning

Procurement planning allows Universities determine:

- The goods and installation necessary to meet business requirements
- Opportunities to aggregate spend in order to create process efficiencies and maximize value for money
- Potential supply sources
- Procurement methods
- The necessary approvals and timing of when these approvals will be needed
- The overall time necessary to complete procurement process

When conducting procurement planning, Universities should target, among other objectives:

- Early identification of needs
- Clear definition of requirements
- Justification of the acquisition
- Compatibility of procurement needs with legal and business requirements as well as internal policies and processes

In accordance with the Directive, the particular business need should be determined and set out clearly in writing before the drafting of a procurement document is commenced. As well, and as required, Universities should also consider arrangements for similar procurements prior to initiating a new procurement.

**Directive Mandatory Requirement #2: Approval Authority** – BPS organizations must establish an approval authority schedule (AAS) for procurement of goods and non-consulting services. The AAS must identify, for each of the functional procurement roles identified in the Directive, authorities that are allowed to approve procurements for different dollar thresholds. The board of directors of the BPS organization or its equivalent must approve the AAS.

*Prior to commencement, an appropriate authority in accordance with the AAS of the BPS organization must approve any procurement of goods and non-consulting services.*

*Prior to commencement, an authority one level higher than the AAS requirements for competitive procurement must approve any non-competitive procurement of goods or non-consulting services.*

*BPS organizations must not reduce the overall value of procurement (e.g., dividing a single procurement into multiple procurements) in order to circumvent the approval requirements of the BPS organizational AAS or the Procurement AAS for consulting services.*



**Directive Mandatory Requirement #3: Competitive Procurement Thresholds** – BPS organizations must conduct an open competitive procurement process where the estimated value of procurement of goods or services is \$100,000 or more. The exemptions must be in accordance with the applicable trade agreements.

BPS organizations must competitively procure consulting services irrespective of value. The exemptions must be in accordance with the applicable trade agreements.

BPS organizations must not reduce the overall value of procurement (e.g., dividing a single procurement into multiple procurements) in order to circumvent competitive procurement thresholds.

**Directive Mandatory Requirement #4: Information Gathering** - Where results of informal supplier or product research are insufficient, formal processes such as a Request for Information (RFI) or Request for Expression of Interest (RFEI) may be used if warranted, taking into consideration the time and effort required to conduct them.

A response to RFI or RFEI must not be used to pre-qualify a potential supplier and must not influence the chances of the participating suppliers from becoming the successful proponent in any subsequent opportunity.

If the particular objectives of the procurement project are unclear, attempting to incorporate them into a procurement document will result in delays during document review prior to issue. Engaging timely advice will reduce the prospect of lengthy delays in the preparation process.

Consider developing a Terms of Reference setting out the following headings and addressing the following issues:

- Objectives – what is the goal to be achieved?
- Background – history and importance of need?
- Scope – what will the supplier provide and what in-house function will be used, if any?
- Approach – how might the goal be achieved?
- Resources – what are the costs and what are the expenses?
- Deliverables – what measurable results the supplier will deliver, and what are the expected long and short-term results for the University?
- Timing – what are the start and completion dates and what are the potential constraints and delays? What are the critical due dates for each milestone and/or deliverable?

Once developed, the Terms of Reference will serve as the basis for the deliverables listed in Part 2 of the RFP.

### **Drafting**

The competitive procurement documents should include:

- Name, telephone number and location of the person to contact for information about the procurement documents. Suppliers should be cautioned that contacting any other person from the University regarding the competition may lead to their disqualification. Individuals within the University should also be cautioned against providing any information related to the procurement to a third party.
- Clear description of required goods and installation. Goods and installation must be described in generic and/or functional terms specific to the business needs. Where it is necessary to provide specifications in non-generic and/or non-functional terms, the specifications must set out the performance requirements in a manner that would not unfairly favour certain suppliers.
- Conditions that suppliers must meet before obtaining procurement documents, such as conflict-of-interest declarations, confidentiality agreements and non-disclosure agreements.

- Submission rules and other competitive procurement clauses to follow in order for a bid to be compliant. These may include bid format, language, number of copies to be submitted, attendance at a proponent’s information session, etc.
- Process and time deadline for the submission of questions regarding the RFP, including a description of how the answers will be provided.
- Address and time deadline for bid submissions, including a caution that submissions received after the deadline will be returned unopened.

Ensure the deliverables and the evaluation process is well described and structured. Failing to clearly draft the deliverables and failing to clearly and properly design the evaluation criteria can result in delays, unsatisfactory deliverables and serious legal liabilities.

### **Legal and Procurement Review**

The University’s legal counsel would provide legal advice; and, if requested, OECM will provide procurement assistance.

### **Finalization**

Any issues raised during final reviews, should be addressed in the RFP before posting.

### **RFP Process**

An RFP is used where BPS organizations require solutions for the delivery of complex goods and installation or, where explicitly required, to provide alternative options or solutions. Price is not the sole factor in awarding agreements.

The RFP process steps are:

1. Purchase need identified: to determine core procurement process to initiate.
2. Planning: to define procurement scope and assemble an evaluation team.
3. Requirements: to define procurement specifications such as evaluation criteria and contract.
4. Create/issue RFP document: to complete, approve and post a competitive document.
5. Blackout period and proposal receipt: to ensure fair treatment of all proponents.
6. Evaluation: to determine the highest-ranking submission based on pre-defined evaluation criteria.
7. Agreement: to offer a contract to the highest-ranking bidder and obtain contract signatures.
8. Award notification: to notify all participants that a successful supplier was selected.
9. Supplier debriefing: to accommodate all suppliers requesting a debriefing session.

### **Comments**

Contract A sets out the deliverable requirements, evaluation criteria and reserved rights of the BPS organization, determined in accordance with business and legal requirements, the Directive and applicable trade agreements.

Typically, Contract A requires the supplier to enter into Contract B and sign the attached form of the Contract B. Terms of Contract B may be set as negotiable or non-negotiable within the RFP. BPS organizations should keep the negotiable terms at a minimum level to ensure fairness, transparency and accountability. Terms that are essential or mandatory to the agreement should not be subject to negotiation. In a typical RFP, most or all terms of Contract B should be non-negotiable.

### **Post-Award Activity as set out in the Directive**

Below are activities that must take place after an agreement(s) has been awarded:

**Directive Mandatory Requirement #22: Contract Management** - Procurements and the resulting contracts must be managed responsibly and effectively.

Payments must be made in accordance with provisions of the contract. All invoices must contain detailed information sufficient to warrant payment. Any overpayments must be recovered in a timely manner.

Assignments must be properly documented. Supplier performance must be managed and documented, and any performance issues must be addressed.

To manage disputes with suppliers throughout the life of the contract, BPS organizations should include a dispute resolution process in their contracts.

For services, BPS organizations must:

- Establish clear terms of reference for the assignment. The terms should include objectives, background, scope, constraints, staff responsibilities, tangible deliverables, timing, progress reporting, approval requirements, and knowledge transfer requirements.
- Establish expense claim and reimbursement rules compliant with the BPS Expenses Directive and ensure all expenses are claimed and reimbursed in accordance with these rules.
- Ensure that expenses are claimed and reimbursed only where the contract explicitly provides for reimbursement of expenses.

**Directive Mandatory Requirement #23: Procurement Records Retention** - For reporting and auditing purposes, all procurement documentation, as well as any other pertinent information must be retained in a recoverable form for a period of seven years.

BPS organizations must have a written policy for handling, storing and maintaining the suppliers' confidential and commercially sensitive information.

**Directive Mandatory Requirement #24: Conflict of Interest** – BPS organizations must monitor any conflict of interest that may arise as a result of the Members' of the BPS organization, advisors', external consultants', or suppliers' involvement with the Supply Chain Activities. Individuals involved with the Supply Chain Activities must declare actual or potential conflicts of interest. Where a conflict of interest arises, it must be evaluated and an appropriate mitigating action must be taken.

**[End of General Instructions]**

## PART 1 – INTRODUCTION

This part serves to introduce the procurement opportunity and should set out a brief summary of the RFP requirements generally and then, for greater detail, should refer the reader to the appropriate parts/sections of the RFP, which follow. This part of the Common RFP Template assumes:

- The agreement awarded will include a provision to extend for additional term(s).
- There will be no guarantee of any volume of work or of an exclusive arrangement under the contemplated agreement.

### 1.1 Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation to prospective Proponents to submit Proposals for the provision of [Insert type of goods and installation] (“Goods and Installation”) to support the [Insert name] University (the “Purchaser”) as further described in Part 2 - The Deliverables (the “Deliverables”):

University’s may want to set out the required Goods and Installation, at a high level, to inform the proponents of its requirements – as noted below:

The Goods and Installation required include:

- Goods and Installation #1 (i.e. Multi-Function Devices)
- Goods and Installation #2 (i.e. Production Printers)
- Goods and Installation #3 (i.e. Interactive Whiteboards)

### 1.2 Background

[Briefly describe the University here.]

### 1.3 Purchaser’s Code of Ethics

[Optional – insert your supply chain code of ethics, or leave the BPS Code as set out below.]

The Directive contains the supply chain code of ethics (Code), which sets out basic overarching supply chain principles of conduct for BPS organizations, their suppliers and other stakeholders.

The Code defines acceptable behaviours for individuals involved with supply chain activities. The Code does not supersede codes of ethics that BPS organizations may have in place, but supplements such codes with supply chain-specific standards of practice.

The Code does not supersede codes of ethics that BPS organizations have in place, but supplements such codes with supply chain-specific standards of practice.

BPS organizations must formally adopt the Code in accordance with their governance processes. The policy intent is to establish that the conduct of all members of a BPS organization involved with supply chain activities is in accordance with the Code.

The Code must be made available and visible to all members of the BPS organization, as well as suppliers and other stakeholders involved with supply chain activities.

#### 1.4 Objectives

List the objectives or major goals that the University seeks to satisfy in the resulting agreement. The objectives will be different for each RFP and will depend upon the nature of the Goods and Installation being acquired. Insert or choose the objectives from the sample list below that are relevant to this RFP process. Such objectives should be reflected in the RFP's evaluation criteria. If they are not, they should not be set out below. Note that the following objectives should not be considered exhaustive.

The Purchaser is seeking to satisfy the following objectives in issuing the RFP.

- Achieve the best solution for the needs of the Purchaser
- Obtain the highest quality delivery and maintenance of services to the Purchaser in respect of the Goods and Installation
- Ensure compatibility with the existing goods or services of the Purchaser
- Obtain quality Goods and Installation at best overall value
- Enhance customer satisfaction and improvements in training and services
- Facilitate the Purchaser's purchases without limiting the Purchaser's choice or negating any other requirement
- Obtain an extensive selection of Goods and Installation
- Support Proponents that demonstrate their commitment to the environment

#### 1.5 Type of Agreement

***Directive Mandatory Requirement #18: Term of Agreement Modifications*** – The term of the agreement and any options to extend the agreement must be set out in the competitive procurement documents. An approval by an appropriate authority must be obtained before executing any modifications to the term of agreement.

*Extending the term of agreement beyond that set out in the competitive procurement document amounts to non-competitive procurement where the extension affects the value and/or stated deliverables of procurement.*

If a University is awarding to multiple proponents and or by category of Goods and Installation or by a certain geographical regions – those details must be set out in this section.

The Preferred Proponent shall be required to enter into an Agreement ("Agreement") substantially in the form of the Agreement attached in Appendix A Form of Agreement for the provision of the Deliverables.

The Purchaser intends to award Agreement(s) to up to [Insert number (#)] Proponent(s).

The Term of the Agreement is intended to be for a period of [Insert](#) years, with an option in favour of the Purchaser to extend the Term of the Agreement on the same terms and conditions for up to [Insert number] additional period of up to [Insert](#) years each.

The Agreement will be signed on or around [Insert month, year], and no obligation on the part of the Purchaser to purchase Goods and Installation shall arise until such time as the Agreement is signed.

## **1.6 No Guarantee of Volume of Work or Exclusivity of Agreement**

The information contained in the RFP constitutes an estimate and is supplied solely as a guideline to Proponents. Such information is not guaranteed, represented, or warranted to be accurate, nor is it necessarily comprehensive or exhaustive.

Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP. Quantities described are estimates only and may not be relied on by the Proponents. Estimates are intended to be used by the Purchaser for the purpose of evaluating the Proposals.

The Agreement executed with the Supplier will not be an exclusive Agreement for the provision of the Deliverables. The Purchaser may contract with others for the same or similar Deliverables to those described in this RFP.

## **1.7 Proponent Consortium Information**

Where a consortium is responding to this RFP, the following shall apply:

- The Proponent shall identify itself as the sole Proponent.
- The Proponent shall list all other consortium members and what each will supply.
- The Proponent shall confirm that the Proponent shall assume full responsibility and liability for the work and actions of all consortium members with respect to the obligations to be assumed pursuant to this RFP, provided that the Purchaser shall be entitled to reject a proposed subcontractor.

## **1.8 Rules of Interpretation**

This RFP shall be interpreted according to the following provisions, unless the context requires a different meaning:

- Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.
- Words in the RFP shall bear their natural meaning.
- References containing terms such as "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation".

- In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- Unless otherwise indicated, time periods will be strictly applied.
- The following terminology applies in the RFP:
  - Whenever the terms “must” or “shall” are used in relation to the Purchaser or the Proponents, such terms shall be construed and interpreted as synonymous and shall be construed to read “the Purchaser shall” or the “Proponent shall”, as the case may be.
  - The term “should” relates to a requirement that the Purchaser would like the Proponent to address in its Proposal.
  - The term “will” describes a procedure that is intended to be followed.

## 1.9 Definitions

Unless otherwise specified in this RFP, capitalized words and phrases have the meaning set out in the Form of Agreement attached as Appendix A to this RFP.

The following definitions apply:

“**Agreement**” has the meaning set out in Appendix A.

“**Applicable Law**” and “**Applicable Laws**” means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time.

“**Business Day**” or “**Business Days**” means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m., except when such a day is a public holiday, as defined in the *Employment Standards Act* (Ontario), or as otherwise agreed to by the parties in writing.

“**Conflict of Interest**” means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, 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 obligations under the Agreement.

“**Days**” means calendar days.

“**Eligible Proposal**” means a Proposal that meets or exceeds a prescribed requirement, allowing it to proceed to the next phase.

“**Evaluation Team**” means the individuals who have been selected by the Purchaser to evaluate the Proposals.

“**Goods and Installation**” means the goods and installation services intended to be procured pursuant to this RFP.

“**Personal Information**” means recorded information about an identifiable individual or that may identify an individual.

**"Preferred Proponent"** means the Proponent(s) that the Purchaser has identified as the highest-ranked Proponent(s) in accordance with the evaluation process.

**"Proponent"** or **"Proponents"** means an entity that submits a Proposal in response to this RFP and, as the context may suggest, refers to a potential Proponent.

**"Proposal"** or **"Proposals"** means all of the documentation and information submitted by a Proponent in response to the RFP.

**"Proposal Submission Deadline"** means the Proposal submission date and time as set out in Section 4.1.1 and may be amended from time to time in accordance with the terms of this RFP.

**"Purchaser"** means the entity whose name appears on the cover page of the RFP, and which is the purchasing authority pursuant to this RFP.

**"Request for Proposals"** or **"RFP"** means this Request for Proposals issued by the Purchaser for the purchase of the Goods and Installation, and all addenda thereto.

**"RFP Coordinator"** means the individual identified in Section 4.2.1.

**"Unfair Advantage"** means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to the Purchaser and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFP process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness.

[If necessary, insert additional definitions that pertain to this RFP, but not to the Agreement].

[End of Part 1]



## PART 2 - THE DELIVERABLES

Provide a clear description of required Goods and Installation. Goods and Installation must be described in generic and/or functional terms specific to the business needs. Where it is necessary to provide specifications in non-generic and/or non-functional terms, the specifications must set out the performance requirements in a manner that would not unfairly favour certain suppliers.

Providing potential proponents with as much accurate detail as possible better ensures that you meet your legal disclosure obligations and creates a number of benefits including:

- Giving the best understanding of both what is required and the full scope of the project.
- Allowing proponents to realistically quote a price.
- Avoiding additional requests for further information (thereby reducing the possibility of treating proponents unfairly or of providing inaccurate information).
- Greatly increasing the likelihood that you will receive proposals that actually meet your needs.
- Clarifying your thinking (which will prove valuable later in the evaluation process).
- Serving as a clear and concise description of the deliverables as a means of measuring supplier performance once an agreement is executed.

Universities may wish to employ the Terms of Reference developed in the planning stage of the procurement process here.

Set out, in detail, the deliverables that are to be acquired pursuant to this RFP – which may include among other things:

- Scope of project.
- Background and history of the project to date.
- A detailed description of the deliverables, including features.
- Quality standards, including whether specific expertise is required for some or all of the deliverables.
- Performance measures.
- Operating expectancies.
- Service levels.
- The amount of time that the proponent would have to spend performing the deliverables, milestones and schedules.
- Any other relevant information pertaining to the deliverables.

The sections below are examples of the type of information you may wish to include as deliverables.

### 2.1 Description of Deliverables

[Insert applicable Deliverables]

[Optional deliverables to consider are set out below]

### 2.2 Scope of Work

[Insert Purchaser's applicable requirements]

### 2.3 Permits, Licenses, and Approvals

Proponents shall obtain all permits, licences, and approvals required in connection with the supply of the Goods and Installation. The costs of obtaining such permits, licences, and approvals shall be the responsibility of, and shall be paid for by, the Proponent.

Where a Proponent is required by Applicable Laws to hold or obtain any such permit, licence, and approval to carry on an activity contemplated in its Proposal or in the Agreement, neither acceptance of the Proposal nor execution of the Agreement by the Purchaser shall be considered an approval by the Purchaser for the Proponent to carry on such activity without the requisite permit, licence, or approval.

## **2.4 Electrical Goods**

Any electrical Goods being proposed for consideration pursuant to this RFP must be authorized or approved in accordance with the Electrical Safety Code or by a certification organization accredited with the Standards Council of Canada Act (Canada), and shall bear the certification organization's mark identifying the goods certified for use in Canada. Certification shall be to the standard that is appropriate for the intended use of the electrical Goods at the Purchaser's facilities. Prior to entering into the Agreement, the Proponent shall have provided satisfactory evidence of such certification, as applicable.

## **2.5 Sourcing**

[Optional - Insert Purchaser's requirements related to original equipment manufacturer ("OEM") Goods and Installation, if any – such as:]

The Proponent should provide a list of all original equipment manufacturer ("OEM") items not specifically manufactured by the Proponent (if any), but provided as part of the Proponent's Goods and Installation included in its Proposal in collaboration with any other supplier. The Proponent should identify the nature and extent of the relationship(s).

## **2.6 Services and Support**

[Optional - Insert Purchaser's service and support requirements, such as:]

The Proponent shall provide help desk support, three-hundred-and-sixty-five (365) Days a year, twenty-four (24) hours per Day via a toll free telephone number.

## **2.7 Personnel**

[Optional - Insert Purchaser's requirements, such as:]

The Proponent should submit information related to the qualifications and experience of its personnel who will be assigned to provide the [Insert a description of expectation, e.g. services], which may include resumes, documentation of accreditation, and/or letters of reference. See Section 4.5.4 before submitting any such personal information.

## **2.8 Work Plan and Timelines**

[Optional - Insert Purchaser's requirements, such as:]

The Proponent should provide a detailed work plan of the services it will provide, including all of the tasks, milestones, and timelines, which may include but not be limited to providing a chart, graphic, or other tool. The names of the individuals performing each task should be included.

## **2.9 Site Planning and Turnkey Requirements**

The Proponent should complete the Site Planning and Turnkey Requirements set out in Appendix E – Rated Requirements.

## **2.10 Enhancements**

[Optional - Insert Purchaser's requirements, such as:]

The Supplier shall, in the event that a new Good (i.e. unit or hardware) enhancement for any Goods and Installation purchased is introduced or announced within nine (9) months after acceptance, whether the Purchaser, at its sole option, will be able to elect to replace its unit with the new Goods and Installation without cost. This is to include all sub-components as well.

## **2.11 Warranty Period/Coverage**

[Optional - Insert Purchaser's requirements, such as:]

The Purchaser requires a warranty period of twelve (12) months from the date of acceptance.

## **2.12 Electronic Enablement**

[Optional - Insert Purchaser's requirements, such as:]

The Proponent shall provide electronic data interchange (EDI) functionality to the Purchaser, which may include but not be limited to electronic data exchange through a value added network, internet business to business portals, or direct electronic interaction over the internet.

## **2.13 Delivery Lead Times**

The Purchaser requires the Goods and Installation to be delivered within [Insert number (#) - e.g. seven (7)] Business Days from the time an order is placed.

## **2.14 Free-On-Board ("FOB")**

Prices shall be quoted FOB freight prepaid to at the Purchaser's receiving dock at the noted locations site. Please note the Purchaser has more than one (1) delivery location.

## **2.15 Payment Terms**

[Set out the Purchaser's required payment terms – and align with Article TBD of the Agreement, which sets out a milestone approach or a standard 30 or 60 day payment option from receipt of invoice – such as].

The Purchaser's standard payment terms are net thirty (30) days.

## **2.16 Alerts**

[Optional - Insert Purchaser's requirements, such as:]

Proponents shall ensure the Goods and Installation meet current safety standards and regulations and advise the Purchaser of any discussions with regulatory agencies related to the Goods and Installation, which may impact on the future availability, accessories, or service support of the Goods and Installation.

Proponents shall report any recalled Goods and Installation to the Purchaser with [Insert number of day], advising applicable details (e.g. model number, serial number, etc.) to the Purchaser.

Proponents shall comply with the requirements of any Applicable Law in respect to recalled Goods and Installation.

## 2.17 Accessibility for Ontarians with Disabilities Act

### Accessibility for Ontarians with Disabilities Act, 2005 Obligations

In deciding to purchase Goods and Installation through the procurement process for the use of itself, its employees or the public, the Purchaser should have regard to the accessibility for persons with disabilities to the Goods and Installation to be acquired by the Purchaser.

Accessibility issues must be taken into account for each good or service when preparing the procurement documents and, where appropriate, necessary wording inserted into the procurement document (in Part 2 - Deliverables and Appendix E - Rated Requirements of the template RFP) so as to both specify the needs and allow evaluation of the good or services' capability to meet the desired accessibility requirements.

School Boards, colleges and universities will be required to incorporate accessibility criteria and features when procuring goods and facilities, except where it is not practicable to do so, by January 1, 2013 (if they have 50 or more employees in Ontario) or January 1, 2014 (if they have fewer than 50 employees in Ontario).

The template refers to the Purchaser's obligations to deliver Goods and Installation in a manner consistent with the Ontario Human Rights Code, the Ontarians with Disabilities Act, 2001 and the Accessibility for Ontarians with Disabilities Act, 2005. Purchasers are advised that the Province has indicated that the 2001 Act will be repealed once the regulations for the five standards under the 2005 Act are in place. The five standards are: customer service (see Regulation 429/07), employment, information and communications, transportation (see Regulation 191/11) and built environment (under development).

The accessibility standards for customer service under Regulation 429/07 now apply to School Boards, colleges and universities. Please refer to Regulation 191/11 for details of the various accessibility standards imposed under that Regulation and the dates on which those accessibility standards are scheduled to apply.

The Purchaser is committed to the highest possible standards for accessibility. Supplier(s) must be capable to recommend and deliver, as appropriate for each Deliverable, accessible and inclusive Goods and Installation consistent with the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities.

In accordance with Ontario Regulation 429-07 made under the Accessibility for Ontarians with Disabilities Act, 2005 (Accessibility Standards for Customer Service), the Purchaser has established policies, practices and procedures governing the provision of its Goods and Installation to persons with disabilities. These policies, practices and procedures are available for review at: [\[Insert. As other accessibility standards come into effect, they should also be listed here\]](#).

Suppliers are required to comply with the Purchaser's accessibility standards, policies, practices, and procedures, which may be in effect during the Term of the Agreement and which apply to the Deliverables to be provided by the Supplier.

## 2.18 Workplace Hazardous Materials Information System

[Optional - Insert Purchaser's requirements, such as:]

The Proponent should provide Workplace Hazardous Materials Information System (WHMIS) material safety data sheets (MSDS) for all Goods and Installation. Additionally, the Proponent should provide the Purchaser's personnel WHMIS training, as it relates to the Goods and Installation, in accordance with the *Ontario Occupational Health and Safety Act*.

## 2.19 Environmental Issues

[Optional - Insert Purchaser's requirements, such as:]

The Supplier shall provide environmentally friendly Goods and Installation, which may include but not be limited to:

- Re-usability of any Goods supplied or used in providing the Goods and Installation
- Any initiative taken by the Supplier to minimize the amount and weight of packaging used for any Goods and Installation supplied or used
- The ability of the Supplier to recycle any packaging and Goods and Installation supplied or used. Goods that are recyclable include paper, cardboard, glass bottles, metal cans, #1 plastic (polyethylene terephthalate), #2 plastic (high-density polyethylene), #4 plastic (low-density polyethylene) and #5 plastic (polypropylene).
- An opportunity for the Purchaser to return part of all of the Goods and packaging used in shipping or use during the delivery of service at no charge to the Purchaser.
- Certified Goods under Canada's Environmental Choice Program, Energy Star Program, or any other eco-labelling program.
- ISO 14001 certification

## 2.20 [Optional - Insert other required aspects of Deliverables]

[End of Part 2]

## PART 3 - EVALUATION OF PROPOSALS

Universities should ensure that instructions to proponents are clear and descriptive and relate to the information needed in each area for evaluation purposes. For example, when requesting identification of individuals who will be assigned to the project, consider what information about the individuals (e.g. resumes, professional accreditations/licenses, etc.) is necessary to enable the evaluators to assess the appropriateness of the individuals proposed. Similarly, evidence of organizational experience might require specific types of information, which should be set out.

The RFP must fully disclose the evaluation methodology and process to be used in assessing submissions, including the method of resolving a tie score. It must clearly outline mandatory, rated, pricing and other criteria that will be used to evaluate submissions, including weight of each criterion. All criteria must comply with:

**Directive Mandatory Requirement #14: Non-Discrimination** – *BPS organizations must not discriminate or exercise preferential treatment in awarding a contract to a supplier as a result of a competitive procurement process.*

Provide a description of the evaluation methodology and process including:

- Clear articulation of all mandatory requirements. BPS organizations must indicate that the mandatory requirements will be assessed on a pass/fail basis, outline how suppliers can achieve a passing grade, and state that where a submission is found not to comply with a mandatory requirement, no further evaluation of this submission will take place.
- All weights, including sub-weights, for the rated requirements (where applicable) including any minimum-rated score requirements.
- Please note, using a minimum score threshold is optional. It can be applied to some or all rated requirements. The recommendation, however, is that the threshold not be higher than 50% of the points allocated to that particular rated requirement.
- A description of short-listing processes, if any.
- The role and weight of other criteria, including reference checks, oral interviews and or demonstrations.
- Descriptions of the price/cost of ownership evaluation methodology, including scenarios of the evaluation process (where appropriate), to determine costs for specific volumes and or service levels. The pricing evaluation should take place after evaluation of the mandatory requirements and rated criteria for all proposals.

This Common RFP Template evaluation process contemplates five (5) standard stages:

- Mandatory Requirements
- Rated Requirements
- Pricing
- Cumulative Score
- Tie Breaker

Other optional evaluation stages the University may wish to incorporate, if applicable, are:

1. Oral Presentations
2. In-House Trial/Evaluation
3. Reference Verification

If Purchaser chooses to incorporate any of these optional stages, please include information accordingly in Section 3.1 of the RFP – ensuring it occurs before the Cumulative Score stage. The content of these optional stages is general information, and needs to be re-worded for each specific RFP.

### **Option 1. Oral Presentation and/or Site Visit ([Insert points])**

[Consider short listing the candidates to a manageable number of Oral Presentations and/or Site Visits. If appropriate add the following sentence: "Only up to the [Insert #] highest ranked Proposals from Stage II will be invited to participate in the Oral Presentation and/or Site Visit stage."]The purpose of the Oral Presentation and/or Site Visit will be to allow the Proponent to address the major elements of its Proposal, to obtain any required clarification, and to allow members of the Evaluation Team to interact directly with key representatives of the Proponent's proposed team so as to validate and to make final adjustments, if required, to the evaluation results of the written Proposal. In advance of the Oral Presentation and/or Site Visit, each Proponent invited to make a presentation will be notified in writing of the matters on which clarification will be sought, and the agenda for the meeting. The Proponent will not have the opportunity to modify its written Proposal or otherwise introduce new information during the Oral Presentation and/or Site Visit stage. [If using a minimum score approach, add the following sentence: "Eligible Proposals that do not meet the minimum score for the Oral Presentation and/or Site Visit will be disqualified".]In addition, the Oral Presentation and/or Site Visit will be evaluated on the basis of the following framework: [These are illustrative only. Proponents should have a general sense of the purpose of the oral presentation and/or site visit.

#### **Objective of Oral Presentation and/or Site Visit:**

- Demonstration of Proponent commitment to the Purchaser
- Response to all Proponents' pre-defined questions developed from Proposal
- Proponent's willingness to accept accountability for project
- Demonstrated credibility and perceived confidence in Proponent's ability to supply the Goods and Installation in a way that meets or exceeds the needs of the Purchaser within the required delivery time at a cost effective price
- Set out others

### **Option 2. In-House Trial ([Insert points])**

[Consider short listing the candidates to a manageable number for In-House Trials. If appropriate add the following sentence: "Only up to the [Insert #] highest ranked Proposals from Stage III will be invited to participate in the In-House Trial stage."]

[List the criteria for the In-House trial. Note that it useful to review the Deliverables before setting out the criteria of the in-house trial.]

The purpose of the In-House Trial will be to allow the Proponent to trial or demonstrate the Goods and Installation for the Purchaser and to allow members of the Evaluation Team to interact directly with key representatives of the Proponent's proposed team so as to validate and to make final adjustments, if required, to the evaluation results of the written Proposal. The Proponent will not have the opportunity to modify its written Proposal or otherwise introduce new information during the In-House Trial. [If using a minimum score methodology, add the following sentence: "Eligible Proposals that do not meet the minimum score for the In-House Trial will be disqualified."]

### **Option 3. Reference Verification (Pass/Fail)**

This is an alternate approach to references, as set out in Section 3.1.4 of the template.

[If using this evaluation stage, identify how a Proponent will be measured (i.e. the criteria that will be used to evaluate and score) reference verification.

At this stage, the Evaluation Team will verify as many references provided by the Preferred Proponent in the Appendix D – Reference Form as the Evaluation Team may deem appropriate, and such references may be conducted in-person, as the Evaluation Team may determine in its sole discretion. References will be assessed on a pass/fail basis as to their satisfaction with the Goods and Installation delivered, and will serve to validate (or not, as the case may be) the evaluation conducted by the Evaluation Team.

### **The evaluation process should be well defined as set out in:**

**Directive Mandatory Requirement #9: Evaluation Criteria** - Evaluation criteria must be developed, reviewed and approved by an appropriate authority prior to commencement of the competitive procurement process.

Competitive procurement documents must clearly outline mandatory, rated, and other criteria that will be used to evaluate submissions, including weight of each criterion.

Mandatory criteria (e.g., technical standards) should be kept to a minimum to ensure that no bid is unnecessarily disqualified.

All criteria must comply with the Directive non-discrimination mandatory requirements (as set out on the previous page and in Section 7.2.14 of the Directive).

The evaluation criteria are to be altered only by means of addendum to the competitive procurement documents.

BPS organizations may request suppliers to provide alternative strategies or solutions as a part of their submission. BPS organizations must establish criteria to evaluate alternative strategies or solutions prior to commencement of the competitive procurement process. Alternative strategies or solutions must not be considered unless they are explicitly requested in the competitive procurement documents.

BPS organizations must use the evaluation criteria outlined in the competitive procurement documents when selecting the winning submission.

BPS organization may utilize price, quality, quantity, transition costs, delivery, servicing, environmental considerations, the capacity of the supplier to meet requirements of procurement, experience, financial capacity of the supplier as well as any other factor directly related to the procurement as evaluation criteria. BPS organizations must allocate the maximum justifiable weighting to the price/cost component of the evaluation criteria.

Where feasible, BPS organizations are recommended to perform a sensitivity analysis on the selected criteria and assigned weighting prior to finalizing the criteria.

BPS organizations should not request the suppliers to provide information that will not be evaluated as such information may affect the outcome of the evaluation process.

**Directive Mandatory Requirement #10: Evaluation Process Disclosure** - Competitive procurement documents must fully disclose the evaluation methodology and process to be used in assessing submissions, including the method of resolving tie score. Competitive procurement documents must state that submissions that do not meet the mandatory criteria will be disqualified.

### **Value-add incentives:**

A value-add incentive, as set out in the Directive, is an offer by a supplier, over and above the primary Goods and Installation being purchased, with the intent to increase the total value received by the customer.

The current national practices are varied with some BPS organizations choosing not to include value-add incentives in their procurement process and others developing specific policies regarding this practice. When not properly managed, requesting and/or evaluating value-add incentives may increase the level of risk within the procurement process and result in bid disputes.

The following rules for the use of value-add incentives have been compiled by incorporating the requirements and guidance of other provinces:



1. Value-add incentives must be directly relevant and transparently connected to the given procurement.
2. BPS organizations should openly state the desired enhancements. The procurement document should list the specific value-add incentives that would be considered beneficial to the BPS organization and order of preference, such as on-site technical assistance or product upgrades.
3. Cash should never be requested as a value-add incentive and, if received, should only be used to reduce the final price of the bid.
4. BPS organizations must establish criteria to evaluate value-add incentives prior to commencement of the competitive procurement process.
5. The weighting assigned to value-add incentives must be stated in the competitive procurement document.
6. BPS organizations should ensure that the weight assigned to value-add incentives demonstrates that they are not considered a major influencing factor.
7. Value-add incentives that are outside the scope of the Goods and Installation being procured or related operational improvements should not receive any points.
8. Value-add incentives should be evaluated as a separate and final step after all other rated criteria.

BPS organizations should be aware that the U.S. Foreign Corrupt Practices Act prohibits U.S. citizens and entities from making payments to foreign government officials to assist in obtaining or retaining business. Under this Act, BPS purchasers are considered foreign government officials.

BPS organizations willing to receive value-add incentives must ensure that they maintain the principles of open, fair and transparent procurement. To maintain such transparency, value-add incentives must not be considered unless they are explicitly requested in the competitive procurement documents.

BPS organizations must govern their procurement practices according to multiple trade agreements. As these trade agreements are regularly being updated and new ones developed, the rules regarding value-add incentives may be impacted. This section is subject to change to align with any broader principles that may be identified through the trade agreements to ensure a coordinated approach.

### 3.1 Stages of Proposal Evaluation

During the evaluation period (between the proposal submission deadline and award date), BPS organizations must not communicate with suppliers on matters related to the competitive procurement process unless it is to seek clarification of a proposal or notify the successful supplier. To ensure that the above bid clarification does not amount to bid repair, BPS organizations may seek legal advice. All competitive process-related communications that occur during this period must be documented.

The Purchaser will conduct the evaluation of Proposals in the following five (5) stages:

Stage Number	Title of Evaluation Stage
Stage I	Mandatory Requirements
Stage II	Rated Requirements
Stage III	Pricing
Stage IV	Cumulative Score
Stage V	Tie Break

### **3.1.1 Stage I – Review of Mandatory Requirements**

Stage I will consist of a review to determine which Proposals comply with all of the mandatory requirements.

Proposals which do not comply with all mandatory requirements, may subject to the express and implied rights of the Purchaser, be disqualified and not be evaluated further.

### **3.1.2 Stage II – Rated Requirements**

Stage II will consist of a scoring, by the Purchaser, of each qualified Proposal on the basis of rated requirements.

Rated requirements will be evaluated and Proponents must achieve the minimum score, as noted in Section 3.3.1, in order for the Proponent to move into Stage III of the evaluation. Proposals failing to meet the minimum score requirement for a rated requirement will be disqualified and not evaluated further.

Refer to Section 3.1.4 below as it related to reference checks.

### **3.1.3 Stage III – Pricing**

Stage III will consist of an evaluation and scoring of pricing submitted by Proponents as set out in Appendix C.

### **3.1.4 Stage IV – Cumulative Score**

Ensure the language in this section aligns with that in section 1.5 – with respect to the number of proponents being selected.

At the conclusion of Stage III, all scores will be added and, subject to satisfactory reference checks and the expressed and implied rights of the Purchaser, the highest scoring Proponent(s) will become the Preferred Proponent(s).

Reference checks will be performed to confirm or clarify information provided within the Proponent's Proposal. The reference checks themselves will not be scored, however the Purchaser may adjust rated requirements scoring related to the information obtained during the reference check.

### **3.1.5 Stage V - Tie Break**

At this stage, where two (2) or more Proposals achieve a tie score on completion of the evaluation process, the Purchaser shall break the tie by [\[Indicate the tie break method, e.g. selecting the Proponent with the highest score in Stage III – Pricing as the Preferred Proponent\]](#).

### 3.2 Stage I – Review of Mandatory Requirements (Pass/Fail)

When deciding on the mandatory requirements, bear in mind that a proponent must substantially comply with every single requirement or the University is obligated to disqualify that Proponent.

RFP mandatory requirements should be kept to a minimum to ensure that no bid is unnecessarily disqualified. The RFP document must state that submissions that do not meet the mandatory criteria will be disqualified.

Where a submission substantially complies, certain clarifications may be sought to confirm compliance. To ensure that the above clarifications do not amount to bid repair, Universities should seek legal advice.

The following are the mandatory requirements in this Common RFP Template:

- Form of Offer (Section 3.2.1 and Appendix B)
- Rate Bid Form (Section 3.2.2 and Appendix C)

Additional mandatory requirements can be added.

Submissions that do not comply with one (1) or more mandatory requirements must be rejected.

Once all compliant submissions are identified, a University should proceed with the balance of the evaluation process.

A Proposal must include the following [Insert number (#)] mandatory forms:

Appendix	Title of Appendix
Appendix B	Form of Offer
Appendix C	Rate Bid Form
<u>[Insert]</u>	<u>[Insert]</u>

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a Proponent may not make any changes to any of the forms. Any Proposal containing any such changes, whether on the face of the form or elsewhere in its Proposal, may be disqualified.

#### 3.2.1 Form of Offer - Appendix B (Mandatory Form)

Each Proposal must include a Form of Offer (Appendix B) completed and signed by the Proponent.

##### (a) Conflict of Interest

In addition to the other information and representations made by each Proponent in the Form of Offer, each Proponent must declare whether it has an actual or potential Conflict of Interest. If, at the sole and absolute discretion of the Purchaser, the Proponent is found to be in a Conflict of Interest, the Purchaser may, in addition to any other remedies available at law or in equity, disqualify the Proposal submitted by the Proponent.

The Proponent, by submitting the Proposal, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Agreement other than those disclosed in the Form of Offer. Where the Purchaser discovers a Proponent's failure to disclose all actual or potential Conflicts of Interest, the Purchaser may disqualify the Proponent or terminate any Agreement awarded to that Proponent pursuant to this Proposal process.

**(b) General**

The Purchaser, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Agreement awarded to a Proponent in the event that the Purchaser determines that the Proponent made a misrepresentation or submitted any inaccurate or incomplete information in the Form of Offer.

Other than inserting the information requested and signing the Form of Offer, a Proponent may not make any changes to or qualify the Form of Offer in its Proposal. A Proposal that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the RFP may be disqualified. If a Proposal is not disqualified despite such changes or Proposals, the provisions of the Form of Offer as set out in this RFP will prevail over any such changes or Proposals in or to the Form of Offer provided in the Proposal.

**3.2.2 Rate Bid Form – Appendix C (Mandatory Form)**

The Rate Bid Form, completed by the Proponent in accordance with the instructions contained below and in Appendix C, provided that the following shall apply:

- All prices shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, materials, fuel, office support, profit, permits, licenses, labour, carriage, insurance, Workplace Safety Insurance Board costs, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates.
- All prices shall be quoted exclusive of the harmonized sales tax (HST) or other similar taxes, each of which, if applicable, should be stated separately
- All prices quoted, unless otherwise instructed in this RFP, shall remain firm for the Term of the Agreement as set out in the RFP
- [Optional – alternatively, “travel, accommodation, and other costs shall be at the Proponent’s expense”] travel and accommodation expenses shall not be included in the rates quoted and shall be billed separately and charged in accordance with the Purchaser’s policy, as may be amended from time to time. Original itemized receipts are required for reimbursement. Meals, hospitality, and other incidentals shall not be included in eligible expenses;
- In the event of any discrepancy in the pricing, the lowest unit price submitted shall prevail
- The Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the RFP, that it has factored all of the provisions of the Agreement into its pricing assumptions, calculations and into its proposed Pricing.

A Proposal that includes conditional, optional, contingent or variable rates that are not expressly requested in the Rate Bid Form may be disqualified.

### 3.2.3 Proof of Insurance

By signing the Form of Offer, the Proponent agrees, if selected, to carry insurance as outlined in Appendix A – Form of Agreement. The selected Proponent must provide proof of such insurance coverage in the form of a valid certificate of insurance prior to the execution of the Agreement by the Purchaser.

### 3.2.4 [Optional - Insert Other Mandatory Requirements, if necessary]

[\*\*Insert any other applicable mandatory requirements.]

### 3.3 Stage II – Evaluation of Rated Requirements ([Insert points])

Rated requirements are the standards and measures used to assess the proponent's capability of meeting the RFP requirements. They should be clearly structured so that the evaluation and award decisions are defensible.

All weights, including sub-weights, for the rated requirements including any minimum-rated score requirements. Please note, using a minimum score threshold is optional. It can be applied to some or all rated requirements. The recommendation, however, is that the threshold not be higher than 50% of the points allocated to that particular rated requirement.

Universities should reference Part 2 – Deliverables and ensure that the rated requirements correspond with the required deliverables and requested information.

**Directive Mandatory Requirement #11: Evaluation Team** - Competitive procurement processes require an evaluation team responsible for reviewing and rating the compliant bids.

*Evaluation team members must be made aware of the restrictions related to utilization and distribution of confidential and commercially sensitive information collected through the competitive procurement process and refrain from engaging in activities that may create or appear to create a conflict of interest.*

*Evaluation team members must sign a conflict-of-interest declaration and non-disclosure of confidential information agreement.*

**Directive Mandatory Requirement #12: Evaluation Matrix** - Each evaluation team member must complete an evaluation matrix, rating each of the submissions. Records of evaluation scores must be retained for audit purposes.

*Evaluators must ensure that everything they say or write about submissions is fair, factual, and fully defensible.*

Proposals that are deemed compliant in Stage I Mandatory Requirements will qualify to be evaluated further.

Rated requirements will be evaluated and, where applicable, Proponents must achieve the minimum score, as noted below in Section 3.3.1, in order for a Proponent to move into Stage III.

Proposals failing to meet the minimum score requirement for a rated requirement, where applicable, will be disqualified and not evaluated further.

It is important that Proposals clearly provide all the necessary information so that a thorough assessment of the Proponents' experience, qualifications and capabilities can be made. Responses and substantiating documentation should be direct and grouped together with an index provided to ensure the Evaluation Team is able to locate particular information.

In the case that contradictory information or information that contains conditional or qualifying statements is provided with respect to a requirement, the Purchaser will, in its sole and absolute discretion, determine whether the response complies with the requirements, and may seek clarification from the Proponent. The contradictory or qualifying information may result in the Proponent receiving a low score for that particular rated requirement.

### 3.3.1 Rated Requirements

The response to each rated requirement should:

- Be submitted in a complete and clear manner.
- Demonstrate the Proponents understanding of the Purchaser's business needs and should provide a detailed answer to the information requested.
- Be provided in the same sequential order as set out below.

The following is an overview of the point allocation and minimum score requirements, if any, for the rated requirements of this RFP (N/A denotes – not applicable):

If using a minimum score approach, add the following sentence: "Proposals that reach or exceed the minimum score for each rated requirements will be eligible to proceed to the next stage of the evaluation process (an Eligible Proposal). Using a minimum score threshold is optional. It can be applied to some or all rated requirements. The recommendation, however, is that the minimum score threshold not be higher than 50% of the points allocated to that particular rated requirement.

Rated Requirement Components	Point Allocation	Minimum Score Required [Optional – delete this column if not required]
Proponent's Experience, Qualifications and Capabilities	[Insert]	[Insert]
Goods and Installation Requirements	[Insert]	[Insert]
Support/Training/Warranty	[Insert]	[Insert]
Site Planning and Turnkey Requirements	[Insert]	[Insert]
Environmental Issues	[Insert]	[Insert]
[Insert other rated requirements]	[Insert]	[Insert]
<b>TOTAL AVAILABLE POINTS FOR RATED REQUIREMENTS:</b>	[Insert]	[Insert]

Please note, detailed rated requirements for the above components, including sub-point allocation are set out in Appendix E.

A minimum score for rated requirements, as noted above, must be achieved for any Proponent to move into Stage III – Pricing.

### 3.4 Stage III – Pricing ([Insert points])

Universities should pay particular attention to applying maximum justifiable weighting of price/cost in the methodology for the evaluation of proposals.

When developing the pricing evaluation, please ensure the various pricing components can be scored and that they allow comparison to be made between proposals.

This template assumes pricing will be scored on the basis of a relative pricing formula (lowest price receives maximum points and all other proposals receive a ratio downwards of the allocated points).

Only at the completion of all rated requirements for all Eligible Proposals will the envelope containing Appendix C – Rate Bid Form be opened.

The total available points for pricing are set out below:

Rate Bid Form Components	Available Points For Pricing
General	[Insert]
Consumables	[Insert]
[Insert other applicable pricing components]	[Insert]
Post Warranty Service	[Insert]
Aggregated Volume Discounts	[Insert]
Additional Discount	[Insert]
<b>TOTAL AVAILABLE POINTS FOR PRICING:</b>	[Insert]

The Purchaser will not accept pricing assumptions.

The below illustrates how points will be calculated - using a relative formula (i.e. by dividing that Proponent’s price into the lowest bid price) for proposed pricing on the Rate Bid Form:

[Insert correct point allocation below for each pricing evaluation]

EXAMPLE –PRICING EVALUATION		
Proposed Prices	Calculation	Resulting Points
If Proponent 1 proposes on Appendix C the lowest bid price, that Proponent will receive 100% of the possible points.	$\$12.00 \div \$12.00 \times [##]$	[##]

If Proponent 3 bids \$15, it will receive 80% of the possible points.	$\$12.00 \div \$15.00 \times [##]$	[##]
If Proponent 2 bids \$24.00, it will receive 50% of the possible points.	$\$12.00 \div \$24.00 \times [##]$	[##]

The above evaluation will occur for all pricing components for each Eligible Proponent.

### 3.5 Stage IV – Cumulative Score

**Directive Mandatory Requirement #13: Winning Bid** – The submission that receives the highest evaluation score and meets all mandatory requirements set out in the competitive procurement document must be declared the winning bid.

**Directive Mandatory Requirement #14: Non-Discrimination** – BPS organizations must not discriminate or exercise preferential treatment in awarding a contract to a supplier as a result of a competitive procurement process.

At the conclusion of Stage III, the scores from Stage II and Stage III will be added and, subject to the express and implied rights of the Purchaser, the highest scoring Proponent will become the Preferred Proponent and invited to enter into discussions to finalize the terms of the Agreement, attached in Appendix A.

### 3.6 Stage V - Tie Break Process

At this stage, where two (2) or more Proposals achieve a tie score on completion of the evaluation process, the Purchaser shall break the tie by [\[Indicate the tiebreak method, e.g. selecting the Proponent with the highest score in Stage III – Pricing as the Preferred Proponent\]](#).

### 3.7 Discussions with Preferred Proponent

**Directive Mandatory Requirement #15: Executing the Contract** - The agreement between the BPS organization and the successful supplier must be formally defined in a signed written contract before the provision of supplying goods or services commences.

Where an immediate need exists for goods or services, and the BPS organization and the supplier are unable to finalize the contract as described above, an interim purchase order may be used. The justification of such decision must be documented and approved by the appropriate authority.

**Directive Mandatory Requirement #16: Establishing the Contract** - The contract must be finalized using the form of agreement that was released with the procurement document.

In circumstances where an alternative procurement strategy has been used (i.e., a form of agreement was not released with the procurement document), the agreement between the BPS organization and the successful supplier must be defined formally in a signed written contract before the provision of supplying goods or services commences.

Subject to the requirements of Section 3.7, the Purchaser expects that the Agreement will be executed substantially in the form in which it appears in this RFP.



The Preferred Proponent will have up to [Insert number (##)] Days after being notified of the award to sign the Agreement.

After identifying the Preferred Proponent, if any, the Purchaser may attempt to finalize the terms and conditions of the Agreement with the Preferred Proponent, or it may, in its sole discretion, prior to making the award, issue a purchase order to the Preferred Proponent, on terms satisfactory to the Purchaser, as an interim measure.

The Purchaser shall at all times be entitled to exercise its rights under Section 4.6.

For certainty, the Purchaser makes no commitment to the Preferred Proponent that the Agreement will be executed. The Preferred Proponent acknowledges that the commencement of any discussions does not obligate the Purchaser to execute the Agreement.

[End of Part 3]

## PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS

### 4.1 General Information and Instructions

#### 4.1.1 RFP Timetable

Universities should give potential proponents sufficient time to prepare bids. The goal of publishing the competitive procurement documents is to receive the highest possible number of quality bids, thus achieving the optimum value for money.

Universities should select a proposal response time that is reflective of such factors as procurement complexity, risk, seasonality and time necessary for suppliers to prepare and submit bids.

**Directive Mandatory Requirement #7: Timelines for Posting Competitive Procurements** states – BPS organizations must provide suppliers a minimum response time of 15 calendar days for procurement of goods and services valued at \$100,000 or more.

BPS organizations must consider providing suppliers a minimum response time of 30 calendar days for procurements of high complexity, risk, and/or dollar value.

Proponents must be given at least 7 calendar days after posting the final addenda.

**Directive Mandatory Requirement # 8: Bid Receipt** – Bid submission date and closing time must be clearly stated in competitive procurement documents. BPS organization must set the closing date of a competitive procurement process on a normal working day (Monday to Friday, excluding provincial and national holidays).

Submissions that are delivered after the closing time must be returned unopened.

The following is a summary of the key dates for this RFP process:

The following timelines represent some of the dates that may be applicable to a particular RFP process. Dates should be set out in chronological order. Delete all events and dates that are not applicable to the this RFP, and add any other applicable events or dates that should be included. Do not duplicate dates in other locations of the RFP. Please note – the overview of the evaluation process is set out in Part 3 of this RFP.

RFP Timetable	
Event	Date
Issue Date of RFP:	[Insert date]
Proponent Information Session: [Recommended]	[Insert Date and Time]
Proponent Deadline for Questions:	[Insert Date and Time]
Deadline for Issuing Addenda:	[Insert date]

Proponent Deadline for Questions Pertaining to Issued Addenda only: [Optional]	[Insert Date and Time]
Deadline for Issuing Final Addenda: [Optional]	[Insert date]
Proposal Submission Deadline:	2:00:00pm on [Insert date]
Anticipated Agreement start date:	[Insert Month, Year]

Note – all times specified in this RFP timetable are local times in [Insert city], Ontario, Canada.

Purchaser may change the RFP timetable in its sole and absolute discretion at any time prior to the Proposal Submission Deadline.

Universities must post their tendering documents on an electronic tendering system readily accessible by all suppliers across Canada.

When posting competitive procurement documents, Universities must use accepted mediums to uphold the principles of fairness, openness and transparency. This will encourage higher levels of supplier response and maintain high BPS reputation in the supplier community.

**Directive Mandatory Requirement #6: Posting Competitive Procurement Documents** states - Calls for open competitive procurements must be made through an electronic tendering system that is readily accessible by all Canadian suppliers.

In the event a change is made to any of the above dates, the Purchaser will post any such change on [Insert posting method, e.g. MERX™ or Biddingo].

The Purchaser may amend any timeline, including the Proposal Submission Deadline, without liability, cost, or penalty, and within its sole discretion.

In the event of any change in the Proposal Submission Deadline, the Proponents may thereafter be subject to the extended timeline.

#### 4.1.2 Proponent Information Session

[Recommended]

Universities may hold a proponent’s information session where there is important information pertaining to the procurement in question that suppliers may understand better if it is presented to them (e.g., a request to outfit a building with electricity is easier to respond to after touring the site).

Information sessions are usually held shortly after the competitive documents are posted. This is done to give the proponents sufficient time to draft bids based on the information given at the bidder’s conference.

Where a University is set to conduct an information session, the RFP must contain information about the conference, including but not limited to:

- Time and location.
- Items to be covered.

- Whether attending the session is mandatory. Where a University makes attendance mandatory, it must specify in the RFP that proposals of all proponents who did not attend the conference will be returned unopened.

During the session, only the procurement in question may be discussed.

Questions and answers provided at an information session must be communicated to all proponents, irrespective of whether they attended the conference, through an addendum or Q&A.

Proponents may, but are not required to, attend the Proponent Information Session will take place at the time set out in Section 4.1.1.

Proponents wishing to attend should register, noting its full legal name and the names of the representatives by emailing the RFP Coordinator prior to 1:00pm on [\[Insert date\]](#). Access to the teleconference and any applicable information will be emailed to the registered Proponents.

The Proponent Information Session may provide an opportunity for Proponents to enhance its understanding of this RFP.

The Proponent Information Session is not an opportunity for Proponent's to direct questions about the RFP document – Proponents must submit questions to the RFP Coordinator as set out in Section 4.2.2 below.

Any changes to the Proponent Information Session meeting date or access information will be issued in an addendum on [\[Insert posting method, e.g. MERX™ and Biddingo\]](#).

Information provided during this session will be posted on [\[Insert posting method, e.g. MERX™ and Biddingo\]](#).

#### **4.1.3 Proponents to Follow Instructions**

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

#### **4.1.4 Proposals in English**

All submissions of Proposal are to be in English only. Any Proposals received by the Purchaser that are not entirely in the English language may be disqualified.

#### **4.1.5 Purchasers Information in RFP Only an Estimate**

The Purchaser makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any data contained in this 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 this RFP.

#### 4.1.6 Proponent's Costs

Every Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent's participation in:

- The preparation, presentation and submission of its Proposal
- The Proponent's attendance at any meeting in relation to the RFP process, including any oral presentation and/or demonstration
- The conduct of any due diligence on its part, including any information gathering activity
- The preparation of the Proponent's own questions prior to the Proposal Submission Deadline
- Any discussion and/or negotiation, if any, in respect of the Agreement

#### 4.2 Communication after RFP Issuance

The competitive process begins when the competitive procurement documents is issued and ends when a University signs an agreement with a supplier.

Throughout the competitive procurement process, all communications with suppliers involved in the process must occur formally, through the contact person identified in the RFP.

From the posting time to the proposal submission deadline, BPS organizations must use only two (2) types of formal communication: addendum and question-and-answer response. Both must be posted in the same manner as the competitive procurement documents in order to be available to all proponents, thus ensuring a level playing field.

#### 4.2.1 RFP Coordinator Contact Information

All communications regarding any aspect of this RFP must be directed to the following RFP Coordinator:

- Name: [Insert applicable information]
- Title: [Insert applicable information]
- Email: [Insert applicable information]

Proponents that fail to comply with the requirement to direct all communications to the RFP Coordinator [Select "shall" or "may", depending on how strict this requirement is intended to be. Bear in mind that, with "shall", any Proponent that breaches the requirement must be disqualified] be disqualified from RFP process. Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with the following:

- any employee or agent of the Purchaser (other than the RFP Coordinator)
- any member of the Evaluation Team
- any expert or advisor assisting the Evaluation Team
- any member of the Purchaser's governing body (such as Board of Governors, Board of Directors, Board of Advisors or Trustees)
- any elected official of any level of government, including any advisor to any elected official

#### **4.2.2 Proponents to Review RFP**

If the information set out in the RFP is intentionally incomplete, the Purchaser should say this expressly, so that Proponents know they need to specifically investigate. Failure to identify any missing or incomplete information may lead to a successful claim against the Purchaser.

Proponents shall promptly examine this RFP and:

- Shall report any errors, omissions or ambiguities
- May direct questions or seek additional information in writing, by email, on or before the Proponent's Deadline for Questions to the RFP Coordinator

All questions submitted by Proponents by email to the RFP Coordinator shall be deemed to be received once the email has entered into the RFP Coordinators' email inbox.

In answering a Proponent's questions, the Purchaser will set out the question(s), but without identifying the Proponent that submitted the question(s) and the Purchaser may, in its sole discretion:

- Edit the question(s) for clarity
- Exclude questions that are either unclear or inappropriate
- Answer similar questions from various Proponents only once

Where an answer results in any change to the RFP, such answer will be formally evidenced through the issue of a separate Addendum for this purpose.

No such communications are to be directed to anyone other than RFP Coordinator. The Purchaser is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the Proponent to seek clarification from the RFP Coordinator on any matter it considers to be unclear. The Purchaser shall not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

#### **4.2.3 Proponent to Notify**

In the event a Proponent has any reason to believe that any of the circumstances listed in Section 4.2.2 exist, the Proponent must notify the RFP Coordinator in writing prior to submitting a Proposal. If appropriate, the RFP Coordinator will then clarify the matter for the benefit of all Proponents.

Proponents shall not:

- After submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in Section 4.2.2 were present with respect to the RFP
- Claim that the Purchaser is responsible for any of the circumstances listed in Section 4.2.2 of the this RFP

#### 4.2.4 All New Information to Proponents by way of Addenda

Addenda are prepared where the posted RFP needs to be modified (e.g., amending, adding or deleting information due to errors, conflicts or omissions in the documents). Addenda must be posted at least seven (7) days before the proposal submission deadline. If an addendum is issued within the seven (7) day period, the proposal submission deadline must be moved accordingly.

Addendum allows modifying the competitive documents by:

- Inserting new or omitted provisions or drawings.
- Revising or deleting provisions or drawings.

Question and answer (Q+A) responses are prepared where the posted RFP requires clarification, but there is no need to modify these documents. Answers that change any aspect of the competitive procurement documents must be addressed by making corresponding modifications to the documents through an addendum.

Questions should be submitted at least seven (7) days before the proposal submission deadline; however, questions submitted after that may also be considered. If warranted, the proposal submission deadline may be extended to ensure that all proponents receive as much relevant information as possible.

This RFP may only be amended by an addendum in accordance with this section.

If the Purchaser, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda by way on [\[Insert posting method, e.g. MERX™ and Biddingo\]](#). Each addendum shall form an integral part of this RFP.

Any amendment or supplement to this RFP made in any other manner will not be binding on the Purchaser.

Such addenda may contain important information including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Purchase. In the space provided in the Form of Offer, Proponents shall confirm its receipt of all addenda by setting out the number of addenda in the space provided in the Form of Offer.

Proponents who intend to respond to this RFP are requested not to cancel the receipt of addenda or amendments option provided by [\[Insert posting method, e.g. MERX™ or Biddingo\]](#), since they must obtain through [\[Insert posting method, e.g. MERX™ or Biddingo\]](#) all of the information documents that are issued.

In the event that a Proponent chooses to cancel the receipt of addenda or amendments, its Proposal may be rejected.

#### 4.2.5 Receipt Confirmation

[\[Optional - if deleting, remove the corresponding appendix.\]](#)

Proponents are requested to complete and return Appendix F by email to the RFP Coordinator.

## 4.3 Proposal Submission Requirements

### 4.3.1 General

To be considered in the RFP process, a Proponent's Proposal must be received **on or before** the Proposal Submission Deadline as set out in Section 4.1.1, in a sealed package and should bear the Proponent's name, return address, and RFP number, and the RFP Coordinator's name.

Proposals received after the Proposal Submission Deadline shall not be considered and shall be returned to the Proponent unopened. Regardless of the method of delivery—chosen by Proponent (such as courier, delivery service, Canada Post), each Proponent is responsible for the actual delivery of its Proposal to the address set out below:

#### Submission address:

- [Insert appropriate address]
- [Insert appropriate address]
- [Insert appropriate address]

Proposals transmitted by facsimile or sent by any other electronic means shall not be considered. Notwithstanding anything to the contrary contained in any applicable statute relating to electronic documents transactions, including the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17, any notice, submission, statement, or other instrument provided in respect of the RFP may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFP.

The Proponent should identify and mark any trade secret or proprietary intellectual property in its Proposal.

Proposals are to be submitted in English only, and any Proposal received by the Purchaser that is not entirely in English may be disqualified. [If Proposals are requested in French, adjust language accordingly.]

### 4.3.2 Proposal Submission Requirements

Proposals should be submitted in accordance with the instructions set out in this RFP.

Proposals should be completed without delineations, alterations, or erasures. In the event of a discrepancy between the original paper copy of a Proposal and any of the copies, the original shall prevail.

Please **do not** include any financial information in envelope 1 – Proposal.

Proposals should be submitted in **two (2) separate sealed envelopes**, clearly marked as follows:

#### Envelope 1 – Proposal, to include:

- One (1) bound original (prominently marked "original") of the Proposal including all Appendices except Appendix C.
- [Insert appropriate number (#)] unbound photocopies of the Proposal including all Appendices except Appendix C.
- One (1) searchable and not locked soft copy (i.e. USB or CD) of the Proposal including all Appendices except Appendix C.



## **Envelope 2 – Financial Information, to include:**

- One (1) original (prominently marked “original”) of Appendix C.
- One (1) photocopy of Appendix C.
- One (1) searchable and not locked soft copy (i.e. USB or CD) of Appendix C in Microsoft Excel format.

Proposals submitted in any other manner may be subject to disqualification.

In the event of a conflict or inconsistency between the hard copy and the soft copy of the Proposal (including Appendix C), the “**original**” version of the Proposal shall prevail.

Changes to the content or format of the Declaration may disqualify the submission.

Proposal should be clearly marked with RFP title and number, closing date and time, the Purchaser’s address, Proponent name and contact person.

### **4.3.3 Other Proposal Considerations**

In preparing its Proposal, the Proponent should adhere to the following:

- All pages should be numbered
- Any embedded literature links within a Proposal should be a direct link to the Goods and Installation page rather than the Proponent’s main website. Where literature links are not possible, a PDF document may also be incorporated within the Proposal. Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored.
- The Appendices provided, as appropriate, should be used for completing the Proposal.
- Completely address, on a point-by-point basis, each requirement identified in Appendix E and the Proposal should be complete in all respects.
- Adhere to the Proposal format requirements described above.
- Respond to the requirements in the applicable appendices, or as may be directed in this RFP.

### **4.3.4 Proposal Receipt by Purchaser**

Every Proposal received will be date/time stamped at the location referred to in Section 4.3.1 and a receipt will be provided upon request.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is received by **on or before** the Proposal Submission Deadline.

### **4.3.5 Withdrawal of Proposal**

A Proponent may withdraw its Proposal only by providing written notice to the RFP Coordinator before the Proposal Submission Deadline. A Proposal may not be withdrawn after the Proposal Submission Deadline. The Purchaser has no obligation to return withdrawn Proposals.

#### **4.3.6 Amendment of Proposal**

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the Proposal Submission Deadline.

The Proponent must provide notice to the RFP Coordinator in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFP.

The Purchaser has no obligation to return amended Proposals.

#### **4.3.7 Completeness of Proposal**

By submitting a Proposal, the Proponent confirms that all of the components required to use and/or manage the Goods and Installation have been identified in its Proposal or will be provided to the Purchaser at no additional charge. Any requirement that may be identified by the Proponent after the Proposal Submission Deadline or subsequent to signing the Agreement shall be provided at the Proponent's expense.

#### **4.3.8 Proponent's Proposals Retained by Purchaser**

All Proposals submitted by the Proposal Submission Deadline shall become the property of the Purchaser and will not be returned to the Proponents.

#### **4.3.9 Proposal Irrevocability**

These time frames can be changed to suit the specific objective. However, in the event that the selected proponent fails to execute an agreement, the timing between selection of the proponent and execution of the agreement should allow for the selection of an alternative proponent and execution of an agreement with the alternative proponent prior to the end of the irrevocable period.

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 4.3.5, a Proposal shall be irrevocable by the Proponent for [\[Insert number \(###\)\]](#) Days from the Proposal Submission Deadline.

#### **4.3.10 Acceptance of RFP**

By submitting a Proposal, a Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms, and conditions contained in its Proposal.

#### **4.3.11 Amendments to Proposals**

Subject to Section 4.1.1 and Section 4.2.4, the Purchaser shall have the right to amend or supplement this RFP in writing prior to the Proposal Submission Deadline. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

#### **4.3.12 Proposals will not be Opened Publicly**

Proponents are advised that there will not be a public opening of this RFP. The Purchaser will open Proposals at a time subsequent to the Proposal Submission Deadline.

#### **4.3.13 Clarification of Proponent's Proposals**

The Purchaser shall have the right at any time after the RFP Proposal Submission Deadline to seek clarification from any Proponent in respect of the Proponent's Proposal, without contacting any other Proponent.

The Purchaser shall not be obliged to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change its Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by the Purchaser from a Proponent in response to a request for clarification from the Purchaser may be considered to form an integral part of the Proponent's Proposal, in the Purchaser's sole discretion.

#### **4.3.14 Verification of Information**

The Purchaser shall have the right, in its sole discretion, to:

- Verify any Proponent's statement or claim made in the Proponent's Proposal or made subsequently in an interview, site visit, oral presentation, demonstration, or discussion by whatever means the Purchaser may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Proponent statement or claim, if such statement or claim or its Proposal is patently unwarranted or is questionable.
- Access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and the Purchaser shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. The Purchaser and the Proponent shall each bear its own costs in a connection with access to the Purchaser's premises.

The Proponent shall co-operate in the verification of information and is deemed to consent to the Purchaser verifying such information, including references.

#### **4.3.15 Proposal Acceptance**

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria, as set out in Section 3.3 will form a part of the evaluation process.

#### **4.3.16 RFP Incorporated into Proposal**

All provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's Proposal.

#### **4.3.17 Exclusivity of Contract**

The Agreement, if any, executed with the Preferred Proponent will not be an exclusive agreement for the provision of the described Deliverables.

#### **4.3.18 Substantial Compliance**

The Purchaser shall be required to reject Proposals, which are not substantially compliant with this RFP.

#### **4.3.19 No Publicity or Promotion**

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of the Purchaser.

In the event that a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, the Purchaser shall be entitled to take all reasonable steps as may be deemed necessary by the Purchaser, including disclosing any information about a Proponent's Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

#### **4.4 Execution of Agreement, Notification and Debriefing**

##### **4.4.1 Selection of Proponent**

Purchaser anticipates that Proponents will be selected within [Insert number (#)] days of the Proposal Submission Deadline. Notice of selection by the Purchaser to the Preferred Proponent will be in writing by email from the RFP Coordinator.

The Preferred Proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP within fifteen (15) Days of notice of selection. This provision is solely to the benefit of the Purchaser and may be waived by the Purchaser at its sole discretion.

Proponents are reminded that there is a question and answer period available if they wish to ask questions or seek clarification about the terms and conditions set out in the Form of Agreement. The Purchaser will consider such requests for clarification in accordance with Section 4.2.1 of the RFP.

##### **4.4.2 Failure to Enter Into Agreement**

In addition to all of Purchaser's other remedies, if the Preferred Proponent fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) Days of notice of selection, the Purchaser may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent.

##### **4.4.3 Notification to Other Proponents of Outcome of RFP Process**

**Directive Mandatory Requirement # 19: Contract Award Notification** – For procurements valued at \$100,000 or more, BPS organizations must post, in the same manner as the procurement documents were posted, contract award notification. The notification must be posted after the agreement between the successful supplier and the BPS organization was executed. Contract award notification must list the name of the successful supplier, agreement start and end dates, and any extension options.

Once the Suppliers(s) and Purchaser execute the Agreement, the other Proponents will be notified in writing by email of the outcome of the RFP process, including the name of the Suppliers(s), and the award of the Agreement.

#### 4.4.4 Debriefing

**Directive Mandatory Requirement #20: Supplier Debriefing** - For procurements valued at \$100,000 or more, BPS organizations must inform all unsuccessful suppliers about their entitlement to a debriefing.

BPS organizations must allow unsuccessful suppliers 60 calendar days following the date of the contract award notification to request a debriefing.

Please note – Universities should consider providing all proponents, successful and unsuccessful, to a debriefing.

When conducting supplier debriefings, Universities must:

- Confirm with each supplier the date, time and location of the debriefing session in writing.
- Conduct separate debriefings with each supplier.
- Conduct debriefing sessions in a consistent manner. Ideally, the same participants from the Universities would participate in all debriefings related to a competitive process. If a Fairness Commissioner was used in a competitive process, the Fairness Commissioner may participate in the debriefing but must not conduct the debriefing.
- Not disclose information concerning other suppliers, other than the names and addresses of suppliers who participated in the competitive process. Information about other suppliers may be confidential, commercially sensitive or proprietary information that Universities are not authorized to disclose.
- Not answer questions unrelated to the competitive process.
- Retain all correspondence and documentation related to debriefing sessions.

When conducting supplier debriefings, Universities should:

- Provide a general overview of the evaluation process set out in the procurement document.
- Discuss strengths and weaknesses of a supplier's submission in relation to the specific evaluation criteria. Where the price is not the only evaluation criterion, Universities may provide supplier's evaluation scores and ranking (e.g., third of five).
- Provide suggestions on how the supplier may improve future submissions.
- Be open to feedback from the supplier on existing procurement processes and practices.
- Address questions and issues raised by the supplier in relation to their submission.
- Where a supplier threatens to take legal action, record details and notify the appropriate authority within the University.

Suppliers can request additional information regarding the competitive procurement process, which may include information provided by other suppliers, through an FOI request made to the BPS organization. Exemptions from disclosing information about other suppliers may be available under applicable privacy laws.

Not later than sixty (60) Days following the date of posting of a contract award notification in respect of the RFP, a Proponent may contact the RFP Coordinator requesting a debriefing from the Purchaser.

Any request that is not timely received will not be considered and the Proponent will be notified in writing.

The Purchaser will not disclose submission information from other Proponents.

The intent of the debriefing information session is to aid the Proponent in presenting a better Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

#### **4.4.5 Bid Dispute Resolution**

***Directive Mandatory Requirement #25: Bid Dispute Supplier Debriefing*** - Competitive procurement documents must outline bid dispute resolution procedures to ensure that any dispute is handled in an ethical, fair, reasonable, and timely fashion. Bid dispute resolution procedures must comply with bid protest or dispute resolution procedures set out in the applicable trade agreements.

In the event that a Proponent wishes to review the decision of the Purchaser in respect of any material aspect of the RFP process, and subject to having attended a debriefing, the Proponent shall submit a protest in writing to the Purchaser within ten (10) Days from such a debriefing.

Any protest in writing that is not timely received will not be considered and the Proponent will be notified in writing.

A protest in writing shall include the following:

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

For the purpose of a protest under this RFP, the protest procedure to be followed by the Purchaser is described at [\[Insert where to find details of bid review procedure\]](#).

#### **4.5 Prohibited Communications, Confidential Information and FIPPA**

##### **4.5.1 Confidential Information of the Purchaser**

All correspondence, documentation, and information of any kind provided to any Proponent in connection with or arising out of this RFP or the acceptance of any Proposal:

- Remains the property of the Purchaser and shall be removed from the Purchaser's premises only with the prior written consent of the Purchaser.
- Must be treated as confidential and shall not be disclosed except with the prior written consent of the Purchaser.
- Must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement.

- Must be returned to the Purchaser upon request.

#### **4.5.2 Confidential Information of the Proponent**

Except as provided otherwise in this RFP, or as may be required by Applicable Laws, the Purchaser shall treat the Proponents' Proposals and any information gathered in any related process as confidential, provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Purchaser.

During any part of this RFP process, the Purchaser or any of its representatives or agents shall be under no obligation to execute a confidentiality agreement.

In the event that a Proponent refuses to participate in any required stage of the RFP (such as an oral presentation) because the Purchaser has refused to execute any such confidentiality agreement, the Proponent shall receive no points for that particular stage of the evaluation process.

#### **4.5.3 Proponent's Submission**

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proponent's Proposal.

If a portion of a Proponent's Proposal is to be held confidential, such provisions must be clearly identified in the Proposal.

#### **4.5.4 Personal Information**

Personal Information shall be treated as follows:

- Submission of Information – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide services unless specifically requested. The Purchaser shall maintain the information for a period of seven (7) years from the time of collection. Should the Purchaser request such information, the Purchaser will treat this information in accordance with the provisions of this section.
- Use – Any personal information as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5 that is requested from each Proponent by the Purchaser shall only be used to select the qualified individuals to undertake the project/services and to confirm that the work performed is consistent with these qualifications.
- Consent – It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to the Purchaser. The Purchaser will consider that the appropriate consents have been obtained for the disclosure to and use by the Purchaser of the requested information for the purposes described.

#### **4.5.5 Non-Disclosure Agreement**

The Purchaser reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to the Purchaser.

#### **4.5.6 Freedom of Information and Protection of Privacy Act**

The Freedom of Information and Protection of Privacy Act (Ontario), applies to information provided by Proponents. A Proponent should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Purchaser. The confidentiality of such information will be maintained by the Purchaser, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

By submitting a Proposal, including any Personal Information requested in this RFP, Proponents agree to the use of such information for the evaluation process, for any audit of this procurement process, and for contract management purposes.

#### **4.5.7 Competition Act**

Under Canadian law, a Proponent's Proposal must be prepared without conspiracy, collusion, or fraud. For more information on this topic, visit the Competition Bureau website at <http://www.cb-bc.gc.ca/eic/site/cb-bc.nsf/eng/01240.html>, and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34.

#### **4.5.8 Trade Agreements**

Proponents should note that procurements coming within the scope of either Chapter 5 of the Agreement on Internal Trade or within the scope of the Trade and Cooperation Agreement between Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP.

For more information, please refer to the Internal Trade Secretariat website at [www.ait-aci.ca/](http://www.ait-aci.ca/) or to the Trade and Cooperation Agreement between Quebec and Ontario at <http://www.marcan.net/assets/trade%20arrangements/Quebec-Ontario%20Trade%20and%20Cooperation%20Agreement%20English.pdf>.

#### **4.5.9 Intellectual Property**

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

Purchasers should consider IP issues at the time of drafting the RFP. Depending on the subject matter of the RFP, different intellectual property provisions should be used. For example, in some cases there should be a transfer of intellectual property rights to the Purchaser but in others an appropriate licence to use such intellectual property would be more appropriate.

Two examples are set out below. Other versions may be more appropriate.

Example 1: All Deliverables, documentation, services, and intellectual property rights of any kind derived and/or developed pursuant to this RFP shall remain the exclusive property of the Purchaser.

Example 2: Subject to the terms and conditions of the Agreement, all Deliverables, documentation, services and intellectual property rights of any kind derived and/or developed by the Supplier pursuant to this RFP shall remain the property of the Supplier.



## **4.6 Reserved Rights and Governing Law of the Purchaser**

### **4.6.1 General**

In addition to any other express rights or any other rights, which may be, implied in the circumstances, the Purchaser reserves the right to:

- Make public the names of any or all Proponents
- Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information into the Proponent's Proposal, at the Purchaser's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proponent's Proposal in any material manner.
- Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in the Purchaser's sole discretion.
- Verify with any Proponent or with a third party any information set out in a Proposal, as described in Section 4.3.14.
- Check references other than those provided by Proponents.
- Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with the Purchaser impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP.
- Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached a contract with the Purchaser, or has otherwise failed to perform such contract to the reasonable satisfaction of the Purchaser, the Proponent has been charged or convicted of an offence in respect of a contract with the Purchaser, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of the Purchaser.
- Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal.
- Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP.
- Accept or reject a Proposal if only one (1) Proposal is submitted.
- Reject a subcontractor proposed by a Proponent within a consortium.
- Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to the Purchaser.
- Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where

- The Purchaser determines it would be in the best interest of the Purchaser not to award an Agreement
- The Proposal prices exceed the bid prices received by the Purchaser for Goods and Installation acquired of a similar nature and previously done work
- The Proposal prices exceed the costs the Purchaser would incur by doing the work, or most of the work, with its own resources
- The Proposal prices exceed the funds available for the Goods and Installation, or
- The funding for the acquisition of the proposed Goods and Installation have been revoked, modified, or has not been approved

and where the Purchaser cancels this RFP, the Purchaser may do so without providing reasons, and the Purchaser may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing.

- Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent's Proposal, and
- Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against the Purchaser or is otherwise engaged in a dispute with the Purchaser.

By submitting a Proposal, the Proponent authorizes the collection by the Purchaser of the information identified in this RFP, which the Purchaser may request from any third party.

#### **4.6.2 Rights of the Purchaser – Preferred Proponent**

In the event that the Preferred Proponent fails or refuses to execute the Agreement within [\[Insert number \(#\)\]](#) Days from being notified of its position as the Preferred Proponent, the Purchaser may, in its sole discretion:

- Extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, the Purchaser may, in its sole discretion, terminate the discussions.
- Exclude the Preferred Proponent's Proposal from further consideration and begin discussions with the next highest-ranked Proponent without becoming obligated to offer to negotiate with all Proponents.
- Exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP and issuing a new RFP for the same or similar Goods and Installation.

The Purchaser may also cancel this RFP in the event the Preferred Proponent fails to obtain any of the permits, licences, and approvals required pursuant to this RFP.

#### **4.6.3 No Liability**

The Proponent agrees that:

- Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.
- It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis.
- It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.

The Proponent further agrees that if the Purchaser commits a material breach of the Purchaser's obligations pursuant to this RFP, the Purchaser's liability to the Proponent, and the aggregate amount of damages recoverable against the Purchaser for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Purchaser, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from the Purchaser can demonstrate. In no event shall the Purchaser be liable to the Proponent for any breach of the Purchaser's obligations pursuant to this RFP which does not constitute a material breach thereof. The Proponent acknowledges and agrees that the provisions of the *Broader Public Sector Accountability Act, 2010* shall apply notwithstanding anything contained herein.

#### **4.6.4 Assignment**

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of the Purchaser. Any act in derogation of the foregoing shall be null and void.

#### **4.6.5 Entire RFP**

This RFP and all Appendices form an integral part of this RFP.

#### **4.6.6 Priority of Documents**

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Appendices, the RFP shall prevail over the Appendices during the RFP process.

#### **4.6.7 Governing Law**

The laws of Ontario and the federal laws of Canada applicable shall govern the RFP, the Proponent's Proposal, and any resulting Agreement therein.

[End of Part 4]

## APPENDIX A – FORM OF AGREEMENT

The Form of Agreement is generally not subject to any substantial post close changes or post selection negotiation with the proponent. Universities should consult with legal counsel prior to the issuing of an RFP to address any changes, which they may want to make to the Form of Agreement.

The Form of Agreement contemplates the procurement of general non-IT deliverables, as opposed to specific specialized Goods and Installation. If the deliverables are something other than general non-IT deliverables, Universities should speak to legal counsel to ensure that the Form of Agreement has the provisions necessary to address the particular deliverable.

The Form of Agreement assumes certain types of general insurance requirements.

The Form of Agreement contemplates a basic contract arrangement between the Purchaser and a supplier, as opposed to a vendor of record arrangement with multiple vendors and/or multiple Universities of the deliverable each operating under different sub-agreements.

If the contemplated arrangement will involve more than a basic two-party relationship, legal counsel should be notified as soon as possible so that the necessary changes can be made to the Form of Agreement.

The Form of Agreement contains a number of provisions, which are generally standard in government contracts. If users have questions about the effect of these provisions and whether they reflect the University's intention, they should contact legal counsel for clarification.

**Specially Drafted Agreements** - It is not possible to prepare a template agreement that will suit every procurement situation. More sophisticated procurements, including those involving any type of IT or other complex deliverables will require specially drafted agreements. Legal counsel should be contacted to properly advise and to receive instructions to prepare these types of agreements. If you think you may have specific requirements or if you are unsure, contact legal counsel. Do not assume that one of the already prepared agreements will be sufficient.

**Directive Mandatory Requirement #17: Termination Clauses** - *All contracts must include appropriate cancellation or termination clauses. BPS organizations should seek legal advice on the development of such clauses.*

*When conducting complex procurements, BPS organizations should consider, as appropriate, the use of contract clauses that permit cancellation or termination at critical project life-cycle stages.*

Please note the Form of Agreement is posted in a separate file.

## APPENDIX B – FORM OF OFFER

Each Proposal **must** include this form **completed** and **signed** by the Proponent.

To: [\[Insert Purchaser's Name\]](#)

### 1. Proponent Information

The full legal name of the Proponent is:	
Any other relevant name under which the Proponent carries on business is:	
The jurisdiction under which the Proponent is governed is:	
The name, address, telephone and fax numbers, and email address of the contact person for the Proponent is:	
Whether the Proponent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:	
If the Proponent is an incorporated consortium or a consortium that is a partnership or other legally recognize entity, the Proponent must: <ul style="list-style-type: none"><li>• Identify the single legal entity, which is solely liable and responsible to the Purchaser for the provision of the Deliverables (as required by Section 1.9 of this RFP).</li><li>• Describe the consortium members.</li><li>• Describe the contingency plan if a consortium member is no longer part of the consortium.</li></ul>	

### 2. Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting its Proposal, the Proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement, except as otherwise noted, and offers to provide the Goods and Installation in accordance therewith at the Rates set out in the Rated Bid Form.

### 3. Prices

The Proponent has submitted its Pricing in accordance with the instructions in the RFP and in the form set out in Appendix C.

**4. Mandatory Forms**

The Proponent encloses herewith as part of the Proposal, the mandatory forms as set out below:

Mandatory Forms	Include in Proposal as set out in Section 4.3.2	Yes, Enclosed
Appendix B – Form of Offer	Envelope 1	
Appendix C – Rate Bid Form	Envelope 2	
[Insert any other mandatory forms]		

**5. Addenda and Questions/Answers**

The Proponent is deemed to have read and accepted all addenda and question/answer documents issued by the Purchaser prior to the Deadline for Issuing Final Addenda.

The onus remains on Proponents to make any necessary amendments to its Proposals based on this information.

The Proponent is requested to confirm that it has received all addenda and question/answer documents, if any, by completing the applicable column in the below table:

Addenda and Question/Answers	Complete this column by inserting the number/quantity received:
The number of addenda received =	
The number of question/answer documents received =	

**6. Proposal Irrevocable**

The Proponent agrees that its Proposal shall be irrevocable for [Insert number (###), e.g. - one hundred and twenty (120)] Days following the Proposal Submission Deadline.

**7. 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 its Proposal to the Purchaser’s advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

**8. Proof of Insurance and Good Standing under the Workplace Safety and Insurance Act (Ontario)**

By signing this Form of Offer, the Proponent agrees, if selected, that it has verified its capability to do so and will provide proof of insurance coverage and a Certificate of Good Standing under the Workplace Safety and Insurance Act (Ontario) as set out in the Form of Agreement.

**9. Unfair Advantage and Conflict of Interest Statement**

Prior to completing this Form of Offer, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 1.9 of this RFP.

<b>Conflict of Interest</b>	<b>Conflict of Interest (Yes or no)</b>	<b>If yes, please set out the details of the actual or potential Conflict of Interest below:</b>
Is there an actual or potential Unfair Advantage or Conflict of Interest, relating to the preparation of its Proposal, or if the Proponent foresees an actual or potential Unfair Advantage or Conflict of Interest in performing the contractual obligations contemplated in the RFP?		

The Proponent agrees to provide any additional information, which may be requested by the RFP Coordinator, in the form prescribed by the RFP Coordinator.

Where, in its sole discretion, the Purchaser concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Proponent's Proposal, or terminate any Agreement awarded to the Proponent under the RFP.

**10. Execution of Agreement**

If its Proposal is selected by the Purchaser, the Proponent agrees to finalize and execute the Agreement substantially in the form set out in the Form of Agreement in accordance with the terms of the RFP.

---

Signature of Witness

---

Signature of Proponent Representative

---

Name of Witness

---

Name and Title

Date:

I have authority to bind the Proponent

## APPENDIX C - RATE BID FORM

Universities should prepare for completion by proponents, a rate bid form, which takes into account the particular and best method of payment for the deliverables covered by the RFP.

The rate bid form can either be inserted below (as illustrated) or attached in a separate workbook.

Consider adding more detailed instructions to the rate bid form, as applicable. Some options are as follows:

- Proponents must not amend this form in any way other than by providing the requested information.
- No other fees or charges are payable for the deliverables other than those set out on this form.

[Optional Rate Bid Form –please note, a separate Appendix C is also attached as an option to using the below. Revise the following tables as appropriate.]

The Proponent should use Appendix C to respond to Section 3.2.2 – Rate Bid Form. Where a Deliverable is not available, insert N/A (denoting not applicable) in the space provided. The information listed below is not a complete description. All Proponents should refer to and review the applicable sections in the RFP before responding.

**APPENDIX C - RATE BID FORM**

(Proponent shall complete and submit this Appendix with its Proposal. Please refer to Section 3.4 of the RFP for more information about Rate Bid Form.)

Proponent Name: [Insert Proponent Name]

		Sub-point Allocation	Manufacturer Part Number	Proponent's Catalogue Number	Unit of Measure	List Price	Discounted Price	Net Price
<b>1.0 GENERAL [XX points]</b>								
8	1.1	[Insert Proposed Goods and Installation]	[Insert]					
9	1.2	[Insert Proposed Goods and Installation]	[Insert]					
10	1.3	[Insert Proposed Goods and Installation]	[Insert]					
11	1.4							
12	1.5							
13	1.6							
14	1.7							
15	1.8							
16	1.9							
17	1.10							
18								
<b>2.0 CONSUMABLES [XX points]</b>								
20	2.1	[Insert Proposed Consumable]	[Insert]					
21	2.2	[Insert Proposed Consumable]	[Insert]					
22	2.3	[Insert Proposed Consumable]	[Insert]					
23	2.4							



## APPENDIX D – REFERENCE FORM

Each Proponent is required to provide three (3) references from organizations similar in size and scope to the Purchaser's for which the Proponent has provided the same or similar Deliverables within the past three (3) years.

The Purchaser, in its sole discretion, will confirm the Proponent's experience and or ability to provide the services required and described in its Proposal by checking the Proponent's references and the provision of the references by the Proponent is deemed to be consent to such confirmation/contact with the references.

The Purchaser reserves the right to revisit the Proponent's scores in the rated requirements based on information learned during reference checks, should they reveal that there is inconsistency between the Proponent's answers to the rated requirements and the results of the reference check.

### Reference #1

<b>Company name:</b>	
<b>Company address:</b>	
<b>Contact name:</b>	
<b>Contact telephone number:</b>	
<b>Contact email address:</b>	
<b>Date work undertaken:</b>	From: _____ To: _____
<b>Nature of services:</b>	

### Reference #2

<b>Company name:</b>	
<b>Company address:</b>	
<b>Contact name:</b>	
<b>Contact telephone number:</b>	
<b>Contact email address:</b>	
<b>Date work undertaken:</b>	From: _____ To: _____
<b>Nature of services:</b>	

### Reference #3

<b>Company name:</b>	
<b>Company address:</b>	
<b>Contact name:</b>	
<b>Contact telephone number:</b>	
<b>Contact email address:</b>	
<b>Date work undertaken:</b>	From: _____ To: _____
<b>Nature of services:</b>	

## APPENDIX E – RATED REQUIREMENTS

[Optional rated requirements – please note, the rate requirements form is attached as a separate workbook.]

**[INSERT RFP NAME and NUMBER]**

**APPENDIX E - RATED REQUIREMENTS**

(Proponent shall complete and submit this Appendix with its Proposal. Please refer to Section 3.3 of the RFP for more information about rated requirements.)

Proponent's Name : [Insert Proponent Name]

Section	Rated Requirements	Sub-point Allocation	Rated requirement provided (Yes/No)	Provide supporting comments and/or the Proposal page number where the information can be found
<b>1.0</b>	<b>PROPOSER'S EXPERIENCE, QUALIFICATIONS AND CAPABILITIES (300 points)</b> The Proponent should demonstrate, by describing, its experiences, qualifications and capabilities related to the Deliverables set out in the RFP, including:			
1.1	Provide a general description of the Proponent's skills, knowledge, experience, background, and number of years in business.	[Insert]		
1.2	Provide a general description of the Proponent's skills, knowledge, experience, background, and number of years in business in Canada (if different than above).	[Insert]		
1.3	Provide details of designated industry-related qualifications and association memberships.			
1.4	Provide an overview of its capabilities as it relates to the Goods and Installation proposed, including but not limited to an understanding of its distribution network and related partnerships.			
1.5	Demonstrate that the overall proposal showcases an understanding of the project to be undertaken/services to be provided and describes the approaches the Proponent proposes to take to meet the Goods and Installation requirements.			
1.6	Submit an executive summary of its Proposal describing the main features, benefits, and any limitation or condition of its Proposal, in non-technical terms. Executive summary should include no reference to Pricing and should not exceed three 8.5 x 11 inch pages.	[Insert]		

## APPENDIX F – RECEIPT CONFIRMATION

[Optional]

To: [Insert name of Purchaser and email address]

Re: RFP Number [Insert]

Proponents are requested to acknowledge receipt of RFP [Insert details] and their intent to submit a Proposal by sending this Receipt Confirmation by email to the attention of the RFP Coordinator.

Proponents submitting this Receipt Confirmation will be notified of any addendum issued to this RFP, which will be forwarded to the person whose name is identified.

I hereby acknowledge receipt of the above-noted RFP.

*[Please check your answer]*

I / We	DO <input type="checkbox"/>	DO NOT <input type="checkbox"/>	Intend to submit a Proposal to this RFP.
	Please indicate which of the following items of Goods and Installation your Proposal will address:		
Yes <input type="checkbox"/>	No <input type="checkbox"/>	[Insert item]	
Yes <input type="checkbox"/>	No <input type="checkbox"/>	[Insert item]	
Yes <input type="checkbox"/>	No <input type="checkbox"/>	[Insert item]	
Yes <input type="checkbox"/>	No <input type="checkbox"/>	[Insert item]	

Representative's contact information:

Name	Representative's Signature
Address	Name – Please Print
City, Province, Postal Code	Title
Phone	Date
Email	