



Request for Proposal
For
Name of the Project

RFP-year-xxxx

Issuing: day month year

Closing: day month year by 14:00:00 (Local Time)

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposal (“RFP”) is an invitation by the University of Guelph to prospective proponents to submit non-binding proposals for the provision of **RFP Title**, as further described in Part 2 – Project Particulars.

1.2 About the University

When the University of Guelph was established in May 1964, its mandate reflected the commitment of its founding institutions to excellence, innovation, and service to society.

Over the decades, the University has expanded and its comprehensive nature has evolved. The legacy of our founding colleges has provided a bedrock for our pursuit of excellence across disciplines. We have built a caring and supportive community environment that allows people to thrive and excel in a wide range of scholarly pursuits.

Today, our footprint includes Guelph-Humber, Ridgetown, and research stations across Ontario – a network that preserves and enhances the University’s connections across rural and urban settings. The University’s seven colleges span the arts, social and applied human sciences, engineering and physical science, biological science, business and economics, agriculture, and veterinary medicine. Together, our colleges and campuses provide a comprehensive academic foundation, with proven excellence, deep connections to communities and partners, and the capacity to tackle many of the big questions framing the future of our world.

U of G has nearly 30,000 undergraduate and graduate students at our campuses in Guelph, Toronto and Ridgetown, including 1,700 international students from more than 120 countries. More than 150 years after the launch of our founding colleges, and more than 50 years since the establishment of the University of Guelph, we now have more than 179,000 alumni living around the globe.

Our students, faculty and staff pursue active inquiry and exercise creativity across a range of disciplines -- physical and life sciences, arts and humanities, social sciences, business, and engineering, agricultural and veterinary sciences. Our living and learning environments encourage exploration and the interdisciplinary sharing of new ideas, critical for meeting challenges posed by our more complex and interconnected world.

Our faculty and researchers provide students with ground-breaking research opportunities, in laboratories, art studios, libraries and in the field. Student engagement is fundamental to learning and research at U of G. By focusing on the “whole student,” we give University of Guelph graduates the tools and skills to make a difference in our ever-changing world.

At Guelph, we turn knowledge into action. We are deeply committed to research excellence and are known to create and mobilize knowledge locally, nationally and around the world. Our research strengths range from agri-food and the bio-economy to animal and human health to the arts and social sciences and emphasize innovation and real-world impact. We promote established research strengths while exploring new scholarly opportunities, ensuring that our knowledge and discoveries shape understanding and improve life.

For information related to the University of Guelph, please visit the University’s website www.uoguelph.ca.

1.3 Type of Agreement for Deliverables

The selected proponent will be requested to enter into negotiations for an agreement with the University for the provision of the Project Particulars set out in Part 2 of this RFP.

It is the University's intention to enter into an agreement based on the deliverables of the RFP and the terms and conditions attached as Appendix A to the RFP with xxx (x) legal entity.

For long term repetitive purchase:

The term of the agreement is to be for a period of xxx (x) years, with an option in favour of the University to extend the agreement on the same terms and conditions for an additional term of up to xxx (x) additional one (1) year terms.

For one time purchase:

The term of the agreement is to be for the duration to fulfill and complete the deliverables set out in the RFP.

For purchase involving an initial implementation and long term service following the initial implementation:

The term of the agreement is to be for the full implementation of the project including installation, implementation and go-live of the xxx, plus annual maintenance service and technical support for xxx (x) years.

1.4 No Guarantee of Volume of Work or Exclusivity of Contract

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

1.5 Canadian Trade Agreements

The University is subject to the procurement obligations outlined in the following procurement chapters of the Canadian trade agreements:

- Chapter 5 of the [Canadian Free Trade Agreement](#) (CFTA)
- Chapter 19 of the [Canada-European Union Comprehensive Economic and Trade Agreement](#) (CETA)
- Chapter 9 of the [Trade and Cooperation Agreement Between Ontario and Quebec](#) (OQTCA)

Proponents should note that procurements covered by the applicable trade agreements are subject to the procurement chapters but that the rights and obligations of the parties shall be governed by the specific terms of each particular RFP.

For further details, please refer to the websites of these trade agreements.

1.6 Accessibility for Ontarians with Disabilities Act

The University is committed to fostering, creating and maintaining an accessible environment for all individuals under the Accessibility for Ontarians with Disabilities Act (hereinafter referred to as the AODA).

All suppliers of the University who provide goods, services or facilities at, or on behalf of, the University and who will be working with the public (students, staff, faculty, visitors and other third parties) are required:

- a) to ensure that training on the requirements of the Accessibility Standards are provided to those of its employees who will be working with the public (students, staff, faculty, visitors or other third parties) at or on behalf of the University and who participate in developing the proponent's policies, practices or procedures;
- b) to keep records of such training; and
- c) to provide such records when required by the University.

The successful proponent(s), where applicable, will be required upon notification of award to provide to the University with a signed AODA Accessibility Standard for Customer Service Training Compliance Form prior to commencing any work for the University.

The AODA Accessibility Standard for Customer Service Training Compliance Form is available at <https://www.uoguelph.ca/finance/sites/uoguelph.ca.finance/files/public/FF020.0503%20AODA%20Supplier%20Compliance%20Form%20FINAL-es.pdf>

1.7 Environmental Sustainability

As an academic and research leader in areas that contribute to environmental sustainability, the University recognizes the importance of reducing the size of the University's ecological footprint and is committed to integrating environmentally responsible practices into our teaching, research, administration and operation.

All suppliers of the University are encouraged to provide their products/services in an environmentally responsible manner designed to (a) make efficient use of natural resources; (b) minimize waste; (c) minimize toxicity; (d) use renewable or recycled materials; (e) contain reusable parts or reusability; and/or (f) protect indoor and outdoor air quality.

In keeping with the University's effort to reduce ecological footprints, University of Guelph uses a [BonfireHub](#) portal for accepting and evaluating proposals digitally. For instructions on submitting proposals, please refer to the section of Submission of Proposals in the RFP. For information on the Bonfire, please refer to <http://gobonfire.com/>.

[End of Part 1]

PART 2 – PROJECT PARTICULARS

Insert your Part 2 draft

2.x Insurance Requirements

Policy Management

2.x.1 As a condition of receiving the award, the selected proponent(s) shall provide Certificates of Insurance to the University prior to the final execution of the agreement by the University.

2.x.2 All policies of insurance shall provide for thirty (30) days' written notice to the University prior to any cancellation, material changes or amendments restricting coverage of any policy or policies.

2.x.3 The selected proponent(s) shall name University of Guelph, its governors, trustees, officers and employees as an additional insured in all policies of insurance and agree to name the University of Guelph as a recipient of any policy changes both in content and/or policy for all policies of insurance.

Type of Insurance

2.x.4 The selected proponent(s) shall carry the following minimum insurance at all times during the term of the Agreement, including any warranty period at its own cost and expense, and shall be entirely responsible for the cost of any deductible maintained in any insurance document.

- a) Commercial general liability insurance against third party bodily injury (including death), personal injury and broad form property damage (including loss of use) and including products and completed operations liability, blanket contractual liability and automobile liability (owned and non-owned) for an amount of not less than five million dollars (\$5,000,000.00) per occurrence. Such insurance shall include a cross liability and severability of interests clause and an endorsement naming University of Guelph, its governors, trustees, officers and employees as an Additional Insured.
- b) Professional liability insurance for an amount of not less than two million dollars (\$2,000,000.00) per occurrence, if applicable to the type of goods/services offered under this RFP. This insurance policy is required to be maintained throughout the term of the Agreement and for a period of twenty-four (24) months after the completion of the Agreement in accordance with the terms of this RFP.
- c) Cyber liability insurance for an amount of not less than two million dollars (\$2,000,000.00) per occurrence to the type of goods/services offered under this RFP. This insurance policy is required to be maintained throughout the term of the Agreement and for a period of twenty-four (24) months after the completion of the Agreement in accordance with the terms of this RFP.
- d) Proof of WSIB coverage and proof of good WSIB standing.
- e) Environmental Impairment Insurance with an amount of not less than one million dollars (\$1,000,000) per occurrence.
- f) Errors and Omissions Liability Insurance an amount of not less than one million dollars (\$1,000,000) per occurrence.
- g) Other types of insurance as a prudent person would carry or as the University may from time to time require, having regard for the nature of the work and its location.

Proponents shall complete and submit Response to Insurance Requirements and Terms and Conditions of the Agreement (Appendix F) to provide their confirmation on the insurance requirements set out above.

For each insurance requirement, proponents shall confirm if they are compliant, partially compliant or non-compliant. If proponents are partially compliant or non-compliant with any of the requirement, proponents must provide the reason why they are not fully compliant.

2.x Terms and Conditions of the Agreement

By submitting a proposal, proponents agree the following documents will form part of the final agreement unless it is explicitly expressed otherwise by proponents in their proposals.

- 1) Proponent's proposal including any additional information provided by proponent during the RFP evaluation process
- 2) Part 2 - Project Particulars of this RFP
- 3) Appendix A – Standard Terms and Conditions of the Agreement

Proponents must complete and submit Response to Insurance Requirements and Terms and Conditions of the Agreement (Appendix F) to provide their confirmation and feedback on the terms and conditions of the agreement set out in Appendix A. Proponents shall confirm if they fully agree, partially agree or do not agree with each of the terms and conditions as part of the agreement. If proponents partially agree or do not agree with any of the terms and conditions, they must provide the reason and what changes they would like to propose, if any.

Proponents will also be asked to provide any additional terms and conditions that they would like to be included as part of the final agreement.

Proponents are cautioned that, by asking proponents to provide their feedbacks and any proposed changes to the terms and conditions in Appendix A, the University is not agreeing to accept any such proposed changes. The University will use the information provided to assess the proponent's willingness to accept the provisions of the agreement and identify the terms and conditions applicable to potential negotiations. However, the University reserves the right not to negotiate any of the terms and conditions identified by the proponent in Appendix F.

2.x Funding

The University reserves the right to make partial award (if any) or multiple stages of award within the scope of the Agreement described in the RFP due to the consideration of the University's resources and funding available at the time of award.

Any award made by the University to the successful proponent (if any) shall be subject to the availability of funding at the time of award.

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

The University will assemble an evaluation team of two or more members for the sole purpose of evaluating each proposal received in response to this RFP.

The University will conduct the evaluation of proposals in the following stages:

Stages	Evaluation	Maximum Points	Weighting Percentage
Stage 1	Mandatory Requirements	Pass/Fail	
Stage 2	Rated Criteria	X points	##%
Stage 3	Pricing	X points	##%
Stage 4	Interview and Demonstration	X points	##%
Stage 5	Past Performance Survey	X points	##%
Total Points Available		X points	100%

3.2 Stage 1 – Mandatory Requirements

Stage 1 will consist of a review to determine which proposals comply with all of the mandatory requirements.

3.2.1 Mandatory Documents

A proposal must include the following mandatory documents:

Appendix	Document
Appendix C	Submission Form
Appendix D	Rate Bid Form
Appendix E	Reference Form
Appendix F	Response to Insurance Requirements and Terms and Conditions of the Agreement
Appendix H	Minimum Requirements
Appendix J	Rated Criteria Information - Non-Technical
Appendix K	Rated Criteria Information -Technical

Each proponent must complete the mandatory documents according to the instructions contained in each document.

Other than inserting the information requested on the mandatory documents set out above, a proponent may not make any changes to any of the documents. Any proposal containing any such changes may be disqualified.

Pricing information may only be presented in Rate Bid Form (Appendix D) and must not appear in any other documents of the proposal.

3.2.2 Rectification

The University may provide a proponent with an opportunity to rectify deficiencies within one (1) business day from notification thereof if a proposal has any of the following deficiencies:

- a) Missing of any mandatory forms

- b) Missing signatures or dates on Submission Form (Appendix C)
- c) Pricing information appearing in documents other than Rate Bid Form (Appendix D)
- d) Incomplete information on Reference Form (Appendix E)

Proposals with the identified deficiencies rectified within the rectification period will proceed to Stage 2. Proponents failing to rectify all identified deficiencies within the given period will be disqualified and excluded from further evaluation.

3.2.3 xxxxxxxx

Insert other minimum requirements applicable, refer to RFx Optional terms for standard wording

3.3 Stage 2 – Evaluation of Rated Criteria

Stage 2 will consist of an evaluation and scoring of each qualified proposal based on the following rated criteria category.

Rated Criteria Category		Weighting Points	Minimum Threshold
Technical Information			
Criteria a	Sub criteria a1	X	X
	Sub criteria a2	X	X
	Sub criteria a3	X	X
Criteria b	Sub criteria b1	x	x
	Sub criteria b2	X	X
	Sub criteria b3	X	X
Non-Technical Information			
Experience and Qualification		X	X
Criteria 1		X	X
Criteria 2		X	X
Criteria 3		X	X
Criteria 4		X	X
Criteria 5		X	X
Criteria 6		X	X
Criteria 7		X	X
Criteria 8		X	X
Criteria 9		X	X
Total Points of Stage 2		X	N/A

Proponents must meet the minimum threshold established for each rated criteria category. Proposals failing to meet the minimum threshold requirement will be eliminated and not evaluated further.

3.4 Stage 3 – Evaluation of Pricing

Stage 3 will consist of a scoring of the pricing response submitted.

Pricing Category	Weighting Points
Implementation and Service Cost Over the Entire Term of the Agreement	XX
Annual Consumables and Spare parts cost based on estimated usage	XX

Pricing will be scored based on a relative pricing formula using the rates set out in the Rate Bid Form (Appendix D).

For each pricing category, each proponent will receive a percentage of the total possible points allocated to the particular pricing category by dividing that proponent's price for that category into the lowest bid price in that category. For example, if a proponent bids \$120.00 for a particular category and that is the lowest bid price in that category, that proponent receives 100% of the possible points for that category ($120/120 = 100\%$). A proponent who bids \$150.00 receives 80% of the possible points for that category ($120/150 = 80\%$), and a proponent who bids \$240.00 receives 50% of the possible points for that category ($120/240 = 50\%$).

Lowest rate
----- x Total available points = Score for proposal with second-lowest rate
Second-lowest rate

Lowest rate
----- x Total available points = Score for proposal with third-lowest rate
Third-lowest rate

And so on, for each proposal.

At the conclusion of Stage 3, the cumulative scores of rated criteria and the pricing will be used to rank all proponents who have met the minimum threshold of rated criteria.

The evaluation team will select up to three (3) top ranked proponents to advance to the Stage 4 and 5 of the evaluation process.

Proponents failed to reach the shortlist will be excluded from further evaluation.

3.5 Stage 4 - Interview and Demonstration

3.5.1 Interview and Demonstration

The shortlisted proponents will be invited to provide a scripted presentation and demonstration of their solutions proposed in their proposals in person to the evaluation team.

The purpose of the interview and demonstration includes:

- a) Address the major elements of the proponent's solutions via presentation.
- b) Provide live demonstration of products or solutions proposed in the proposal.
- c) Enable the key personnel of the proponent's team to interact directly with the evaluation team.
- d) Answer any questions the evaluation team may have.

The University will notify the shortlisted proponents by email of the time and location once the schedule is finalized. In general, the meeting will last no longer than 2 hours including question and answer period.

All proponents who participate in the interview and demonstration will be responsible for their own travel cost including parking on the University campus.

3.5.2 Attendees to Interview and Demonstration

The interview and demonstration must be attended by the team and personnel who will directly work on this project as proposed in the proposals. In cases where the team contains more than three (3) persons, the project manager and team lead who are directly responsible for the project must attend the interview and demonstration.

Any discrepancies between the team and personnel who attend the interview and demonstration and who are presented in the proposals must be approved in writing by the University prior to the interview and demonstration. If no advance approval is obtained, the University reserves the right to cancel the interview and demonstration and disqualify the proponent from the rest of the evaluation process.

3.5.3 Scoring Criteria for the Interviews and Demonstrations

The interview and demonstration will be scored on the basis of the following criteria:

Interview and Demonstration Criteria	Weighting Points	Minimum Threshold
Criteria 1	x	X
Criteria 2	X	X
Criteria 3	X	X
Criteria 4	x	X
Criteria 5	x	X
Criteria 6	x	X
Total Points	x	N/A

3.6 Stage 5 – Evaluation of Past Performance Survey

Stage 5 will consist of a scoring of Past Performance Survey the University collects from the references provided by the shortlist proponents on Appendix E.

3.6.1 Collecting Past Performance Survey

Upon the finalization of the shortlist proponents at the conclusion of Stage 3, the University will send out Past Performance Survey to the references listed by each shortlist proponent on the Reference Form (Appendix E).

Appendix B - Past Performance Survey has been provided for sample reference only and is subject to change at the University's sole discretion.

The University will require that references complete Past Performance Survey according to the instructions contained in the survey and email the completed survey to the University Contact prior to a specified deadline.

A completed Past Performance Survey received by the University must meet all of the following requirements in order to be eligible for evaluation:

- a) The survey is emailed to the University by the references directly;
- b) All questions are answered according to the instructions on the survey;
- c) The survey is received by the University prior to the specified deadline.

Any completed Past Performance Survey not meeting all of above requirements will not be eligible for evaluation.

3.6.2 Scoring of Past Performance Survey

Past Performance Survey	Weighting Points
Total Evaluation Points Allocated	XX

For every shortlist proponent, the University will collect the maximum number of three (3) Past Performance Survey responses. If there are more than three (3) references listed on an Appendix E, the University has the sole right to determine who the University will collect the survey responses from.

Each returned survey earns maximum 33% of points for the proponent. The University will use each survey's average score to determine the points the proponent earns for that survey.

The following example shows that a proponent receives 59.4% of the Total Evaluation Points Allocated to the Past Performance Survey.

Survey	Return Status	Maximum Points Earned	Average Score of Survey	Points Earned by Survey
1	Not Returned	0%	N/A	0%
2	Returned	33%	80%	80% x 33% = 26.4%
3	Returned	33%	100%	100% x 33% = 33%

The University may contact the references to clarify a survey score, check for accuracy, or to obtain additional information. The University may also adjust scores if the University determines that the scoring criteria or instructions have not been followed.

3.7 Conclusion of Evaluation

At the conclusion of Stage 5, the cumulative scores of Stage 2, 3, 4 and 5 will be the final scores of proponents on the shortlist. These final scores will be used to rank proponents. The University will then enter into direct contract negotiations with the highest ranked proponent in accordance with Part 4 – Terms and Conditions of the RFP Process.

3.8 Tie Score

In the event of tie final scores, the ranking of proponents will be determined by the scores from a particular evaluation stage in the order of following:

- a) Interviews and Demonstrations
- b) Pricing
- c) Rated Criteria

If the result is still a tie, the evaluation committee will conduct a coin toss to determine the ranking of proponents.

3.9 Mathematical Errors

In the event of mathematical errors in extension of prices or other ambiguities, unit prices shall govern over cumulative prices and words shall govern over numbers.

3.10 No Tied Proposals

Proposals will be solely evaluated upon the evaluation criteria disclosed in the RFP. No linkage of offers to donations, scholarships or similar arrangements will be considered other than those already disclosed, if any, in the RFP.

3.11 Rights of University

The University reserves the right, in its sole discretion:

- (a) to waive minor non-compliance by any proponent with the requirements of this RFP;

- (b) to request clarification and/or further information from one or more proponents after the Closing Time without becoming obligated to offer the same opportunity to all Proponents; and
- (c) to enter into negotiations with one or more proponents without being obligated to negotiate with, or, offer the same opportunity to all proponents.

[End of Part 3]

PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 RFP Timetable

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

Issue Date	3 rd October 2017
Pre-Submission Site Visit (Mandatory)	10 th October 2017 at 09:00:00
Deadline for Questions	20 th October 2017
Deadline for Issuing Answers and Addenda	23 th October 2017
Closing Time	30 th October 2017 by 14:00:00

All the time in the timetable is the local time at Guelph, Ontario, Canada.

The RFP timetable is tentative only, and may be changed by the University at any time.

4.1.2 University Contact

For the purposes of this procurement process, the University Contact shall be:

insert name

insert Title

insert email of Contact.

No other representative of the University is to be contacted regarding this RFP. The University accepts no responsibility for, and the proponent agrees not to rely upon, any verbal or written statements or representations from any other person, whether or not employed by the University.

4.1.3 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in the RFP. Where information is requested in the RFP, any response made in a proposal should reference the applicable section numbers of the RFP where that request was made. Responses to the evaluation criteria should be in the same order as presented in the RFP.

4.1.4 Proponents to Obtain RFP from University Public Purchasing Portal Only

This RFP document is available to all proponents free of charge only through the University's public purchasing portal Bonfire <https://uoguelph.bonfirehub.ca/portal/?tab=openOpportunities>.

The University may choose to post notice of this RFP to other tendering platforms and include a direct link of the Bonfire portal in the notice. The University will not send out this RFP document to any proponent by mail, email or any other means.

4.1.5 Proposals in English

All proposals are to be in English only. Any proposals received that are not entirely in English may be disqualified.

4.1.6 University's Information in RFP Only an Estimate

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

4.1.7 Proponents Shall Bear Their Own Costs

The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for site visits, interviews or demonstrations, the conduct of any due diligence on its part such as information gathering, providing additional information or participating in negotiations.

4.1.8 No Use of University's Identity

The University's logotypes, crests, and images shall not be used without the prior written approval of the University.

4.1.9 Proposal to Be Retained by the University

All proposals submitted by the Closing Time shall become the University's property. The University will not return or destroy the proposal or any accompanying documentation submitted by a proponent.

4.2 Communication Regarding RFP

4.2.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising the RFP, and shall report any errors, omissions or ambiguities; and may direct questions to or seek additional information from the University on or before the Deadline for Questions.

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

4.2.2 Communication with the University during RFP Posting Period

All questions and communications by proponents regarding this RFP may only be sent through the Bonfire portal. The University will not answer any questions submitted by other means.

The University will provide answers to questions only through the Bonfire portal.

Without limiting the generality of this provision, proponents shall not contact or attempt to contact any employee, advisor, consultant or representative of the University regarding this RFP. The University accepts no responsibility for, and the proponent agrees not to rely upon, any verbal or written statements or representations from any other sources.

In answering proponent's questions, should the question be considered relevant to all proponents, the University may make both the question and the answer public through the Bonfire portal without identifying the proponent that submitted the question.

The University may, in its sole discretion, edit the question for clarify or answer similar questions from various proponents only once. Where an answer results in any change to the RFP, the University might issue an addenda to formally incorporate such change in the RFP.

To ensure proponents clearly understand answers and issued addenda, proponents may ask questions about answers and issued addenda. The University is under no obligation to provide additional information but may do so at its sole discretion.

4.2.3 All New Information to Proponents by Way of Addenda

If the University, for any reason, determines that it is necessary to provide additional information or clarification relating to the RFP, such information will be communicated to all proponents by addenda published on the Bonfire. Each addendum forms an integral part of the RFP.

Proponents are solely responsible for obtaining all addenda issued by the University by monitoring the Bonfire portal or subscribing as a document taker to receive email notifications. The University will not send any additional notifications to any proponents in addition to what is provided by the Bonfire portal.

4.2.4 Post-Deadline Addenda and Extension of Closing Time

If any addendum is necessary to be issued after the Deadline for Issuing Addenda, the University may at its discretion extend the Closing Time for a reasonable amount of time.

4.3 Requirements of Proposal Submissions

The University accepts and evaluates proposals electronically using the University’s public purchasing portal Bonfire <https://uoquelph.bonfirehub.ca/portal/?tab=openOpportunities>. Proponents must register with the Bonfire portal in order to submit proposals to this RFP. The registration is free of charge.

Proposals must be submitted according to the instructions set out below.

4.3.1 Name and Number of Files to Be Submitted

Proponents must organize their submission into the following individual files. Proposals submitted in any other manner will not be accepted by the Bonfire portal.

Please note the file type and number of files allowed for each requested document.

Name of Requested Document	Type	Number of Files Allowed	Requirement
Mandatory Forms			
Appendix C - Submission Form	PDF	1	Required
Appendix E - Reference Form	PDF	1	Required
Appendix F – Response to Insurance Requirements and Terms and Conditions of the Agreement	EXCEL	1	Required
Appendix H - Minimum Requirements	PDF	1	Required
Non-Financial Information			
Appendix J - Technical Information	PDF	1	Required
Appendix K – Non-Technical Information	PDF	1	Required
Alternative Proposal – Non-Financial	PDF	Multiple	Optional
Financial Information			

Appendix D - Rate Bid Form	EXCEL	1	Required
Alternative Proposal - Financial	EXCEL	1	Optional

Proponents will receive an email confirmation with a unique confirmation code once the submission is complete.

4.3.2 Other Considerations of File Format and File Content

- Each file has a maximum size of 1000MB
- Do not embed any documents within your uploaded files as they will not be accessible to evaluators and therefore not evaluated
- Each file submitted will only be visible to the University after the RFP Closing Time
- Information should be provided in strictly the same order of questions asked, on a point by point basis, where applicable
- Proponents are to insert their responses to each question immediately following that question in that category
- All pages of a proposal should be numbered
- Proponents are encouraged to provide diagrams, charts, tables and other explanatory text to ensure a clear understanding of their response
- Proponents should answer each question with specific information relevant to this particular RFP instead of providing general information without specific details
- Any embedded links within a proposal should be a direct link to the specific page of the proposal rather than to any website or external sources
- Any documents referred to in the proponent's proposal but not included in the proposal will not be considered to form part of its proposal, including any website or publication generally available to public at the time of submission

4.3.3 Proposals Must Be Submitted on Time Electronically

All requested documents must be uploaded and submitted to the opportunity Ref. ##-####-#### on the Bonfire portal <https://uoquelph.bonfirehub.ca/portal/?tab=openOpportunities>.

All proposals submitted prior to the Closing Time will be electronically time stamped by the Bonfire portal. Submission window will be closed after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and proponent's internet connection speed. Proponents should give themselves sufficient time to upload all files and to finalize their submissions before the Closing Time.

4.3.4 System Requirements and Bonfire Technical Support

The minimum system requirements for proponents are: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.

Proponents shall contact Support@GoBonfire.com for technical questions related to submitting documents or visit Bonfire's help forum <https://bonfirehub.zendesk.com/hc>.

4.3.5 Alternative Proposals

The University will not accept more than one submission from a proponent under the same or different names. The University, however, is prepared to consider more than one proposal from a proponent within the same submission.

If proponents would like to provide more than one proposal, proponents shall submit all information within the same proposal submission package with alternative proposal(s) submitted under the file name of Alternative Proposal. Financial information and non-financial information must be submitted separately under the respective file names for alternative proposal.

4.3.6 Proposals by Partners

The University welcomes organizations who would like to work together in a partnering arrangement due to the consideration that a single organization might find it difficult to meet all of the project requirements. Alternatively, there may be another organization with specific expertise in one area which would complement a single organization's offering, making a proposal more attractive

The University can only contract with one legal entity. This could be a sole proprietorship, a legal partnership or a corporation.

If two or more organizations wish to submit a proposal in a partnering arrangement, and a legal entity, such as partnership or a corporation, has not been set up by the partnering members, the University expects to see a single organization acting as the lead proponent in submitting the proposal. If the proposal is successful, the University will enter into the contract with only the lead proponent. The University will also pay the lead proponent for the performance of the contract. Other members of the partnering arrangement will not be in a direct contractual relationship with the University.

4.3.7 Withdrawing Proposals

At any time up to the Closing Time, a proponent may withdraw a submitted proposal. To affect a withdrawal, a proponent shall log in the Bonfire portal, select the appropriate project and un-submit the proposal.

A proposal may not be withdrawn after the Closing Time.

4.3.8 Amending Proposals

At any time up to the Closing Time, a proponent may amend a submitted proposal. To amend a proposal, proponents shall log in the Bonfire portal, select the appropriate project and un-submit the proposal. Once un-submitted, proponents may make changes to the proposal and re-submit the file. Any amended proposal must be finalized and re-submitted prior to the Closing Time in order to be considered.

A proposal may not be amended or changed after the Closing Time.

4.3.9 Clarifying Proposals

The University shall have the right at any time after the Closing Time to seek clarification from any proponent in respect of their proposals without contacting any other proponent. Any such request shall not be an opportunity for the proponent to either correct errors or to change its proposal in any substantive manner.

Requests for clarification will be communicated by the University electronically through the Bonfire portal. Proponents shall respond to requests for clarification electronically through the Bonfire portal only.

Subject to the qualification in this provision, any written information received by the University from a proponent in response to a request for clarification may be considered, if accepted, to form an integral part of the proposal, at the University's sole and absolute discretion.

The University shall not be obligated to seek clarification of any aspect of any proposal.

4.3.10 Verifying Proposals

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

- Verify any proponent's statement or claim made in its proposal or made subsequently in a clarification, interview, site visit, oral presentation, demonstration, or discussion by whatever means the University may deem appropriate, including contacting persons in addition to those offered as references, and to reject any proponent's statement or claim, if such statement or claim or its proposal is patently unwarranted or is questionable, which may result in changes to the scores or the rankings for the proponent; and,
- 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 University shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. The University and the proponent shall each bear its own costs in connection with access to the proponent's premises.

4.4 Negotiations, Notification and Debriefing

4.4.1 Selection of Top-Ranked Proponent

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

4.4.2 Timeframe for Negotiations

The University intends to conclude negotiations within sixty (60) days commencing from the date the University invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

If it is determined that more time is required to conclude the negotiations, the University may extend the timeframe by notifying the top-ranked proponent in writing.

4.4.3 Process Rules for Negotiations

Any negotiations will be subject to the process rules contained in this Part 4 – Terms and Conditions of RFP Process and the Submission Form (Appendix C) and will not constitute a legally binding offer to enter into a contract on the part of the University or the proponent.

Negotiations will be based on the RFP requirements and the top-ranked proposal, and may include requirements, performance, scope of work, pricing, and agreement terms and conditions

Negotiation may include requests by the University for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the University for improved pricing from the proponent.

4.4.4 Failure to Enter Into Agreement

Proponents should note that if the parties cannot execute a written agreement within the allotted thirty (30) days or any extended timeframe as per section 4.4.2, the University may invite the next-best-

ranked proponent to enter into negotiations. In accordance with the process rules in this Part 4 – Terms and Conditions of RFP Process and the Submission Form (Appendix C), there will be no legally binding relationship created with any proponent prior to the execution of a written agreement.

With a view to expediting contract formalization, at the midway point of the above-noted timeframe, the University may elect to initiate concurrent negotiations with the next-best-ranked proponent. Once the above-noted timeframe lapses, the University may discontinue further negotiations with that particular proponent. This process shall continue until a contract is formalized, until there are no more proponents remaining that are eligible for negotiations or until the University elects to cancel the RFP process.

4.4.5 Notification to Other Proponents

Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process. Once a contract is executed between the University and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the contract.

4.4.6 Debriefing

Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to the University Contact and must be made within sixty (60) days of notification of award. 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.

4.4.7 Bid Dispute

If a proponent wishes to challenge the outcome of the RFP process, the proponent should provide written notice to the Manager, Purchasing Services within 10 business days following the debriefing meeting in accordance with the University's Bid Dispute Resolution Procedure. The University will follow the Bid Dispute Resolution Procedure to respond and resolve any bid dispute.

The University's Bid Dispute Resolution Procedure can be found at <https://www.uoquelp.ca/finance/sites/uoquelp.ca.finance/files/FP2.3.31%20Bid%20Dispute%20Resolution%20Procedure%20Rev%20July%201%202012.pdf>

4.5 Prohibited Communications, Confidential Information and FIPPA

4.5.1 Prohibited Proponent Communications

The proponent shall not engage in any communications that, directly or indirectly, may give it an unfair advantage, including but not limited to:

- having, or having access to, confidential information of the University in the preparation of its proposal that is not available to other proponents,
- communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process),
- engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix C). For the purposes of this section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix C).

4.5.2 No Publicity or Communication with Media

No proponent shall at any time directly or indirectly make any public announcement, communicate with the media, or distribute any literature in relation to this RFP or any agreement entered into pursuant to the RFP without the prior written permission of the University.

4.5.3 Confidential Information of University

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

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

4.5.4 Confidential Information of Proponent

All correspondence, documentation and information provided by proponents to the University in relation to this RFP may be distributed or reproduced for the purpose of evaluation.

Except as may be required by applicable laws, the University shall treat the proposal and any information gathered in any related processes 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 University.

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

4.5.5 Publication of Award Information

In accordance with the requirements of the Canadian Free Trade Agreement (CFTA) and the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the University will publish a notice of award on the University's tendering websites. The notice of award will include the name and address of the successful proponent, the data of award and the estimated total value of the award.

4.5.6 Freedom of Information and Protection of Privacy Act

The Freedom of Information and Protection of Privacy Act (FIPPA) applies to information provided to the University by proponents for the RFP.

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 University. The confidentiality of such information will be maintained by the University, except as otherwise required by law or by order of a court or tribunal.

By submitting a proposal, proponents agree to the use of the proposal information, including any personal information in the RFP, by the University for the evaluation process, for any audit of this procurement process, and for agreement management purposes.

It is a proponent's responsibility to obtain the consent of any individuals prior to providing any personal information related to the qualifications or experience of persons as specifically requested in the RFP.

The University will consider that the appropriate consents have been obtained for the disclosure to and the use by the University for the purpose described.

If a proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the University.

4.6 Procurement Process Non-Binding

4.6.1 No Contract A and No Claims

The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFP shall not give rise to any “Contract A”-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the proponent nor the University shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.

4.6.2 No Contract until Execution of Written Agreement

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

4.6.3 Non-binding Price Estimates

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

4.6.4 Disqualification for Misrepresentation

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

4.6.5 References and Past Performance

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

4.6.6 Inappropriate Conduct

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

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

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

4.6.7 Litigation

No proposal will be considered from any proponent who has a claim or who has initiated a legal proceeding against the University or against whom the University has a claim or has initiated a legal proceeding.

No proponent who is in litigation with the University (a Litigating Entity) may submit a proposal regardless if the litigation is related or unrelated to the subject matter of this RFP. A Litigating Entity includes any person, corporation, partnership or other entity which has one or more individuals as officer, director, partner, shareholder, owner or part owner in common with the Litigating Entity.

4.6.8 Cancellation

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

4.7 Governing Law and Interpretation

4.7.1 Governing Law

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

[End of Part 4]

APPENDIX A – STANDARD TERMS AND CONDITIONS OF THE AGREEMENT

1. WARRANTY

- 1.1. The Supplier warrants that the products supplied under this Contract: 1) meet acceptable process and quality standards, 2) are free from defects in materials, workmanship and fabrication, 3) shall be of the quality, quantity, size, description and dimensions specified and shall be strictly in accordance with the specifications or samples approved by the Customer, if any, 4) be safe and suitable for the purpose for which products or services of that kind are normally used, 5) adequately contained, packaged, marked, labelled and shipped in accordance with all applicable regulations of such products, 6) will not infringe any patent, trademark, or copyright now existing or hereafter being issued.
- 1.2. The Supplier warrants that the services performed under this Contract are: 1) in a diligent manner, 2) in accordance with the related industrial and/or professional quality standards, 3) in accordance with the Customer's environmental, health and safety standards and procedures, and 4) in accordance with instructions communicated by the Customer representatives from time to time.
- 1.3. The Supplier warrants that all electrical equipment supplied have CSA or equivalent recognized certification markings from the Electrical Safety Authority (<https://www.esasafe.com/>) indicating approved for use in the Province of Ontario at no cost to the Customer.
- 1.4. The Supplier agrees to replace or correct any goods and/or services not conforming to the foregoing warranties promptly, without expense to the Customer, when notified of such nonconformity by the Customer, provided the Customer elects to provide the Supplier with the opportunity to do so.
- 1.5. These warranties shall survive acceptance and payment, and shall ensure to the benefit of the Customer and its end users and shall not be deemed to be exclusive. This warranty is in addition to any customary warranties given by the Supplier to the Customer and any other warranties implied by law.

2. COMPLIANCE WITH LAWS AND CUSTOMER CODE OF ETHICAL CONDUCT

- 2.1. The Supplier shall comply, and shall require its personnel to comply, with all applicable laws, orders, rules and regulations in the jurisdictions in which the Agreement is performed. Without restricting the generality of the foregoing, the Supplier, at its sole expense, shall comply with all employment insurance, workers' compensation, income tax, pension plan, occupational health and safety and environmental protection legislation.

3. TERMINATION

- 3.1. The Customer may terminate this agreement without cause prior to its expiration upon thirty (30) calendar day written notice to the Supplier.
- 3.2. If the Customer terminates the agreement prior to its expiration, the Customer shall only be responsible for the payment of goods supplied or services satisfactorily performed and expenditures properly incurred in connection with the Agreement up to the date of termination.
- 3.3. Notwithstanding anything to the contrary in the Agreement, the Customer may terminate this Agreement at any time: 1) if the Supplier breaches any term, condition or provision of this Agreement and fails to take steps satisfactory to the Customer to remedy the breach within two (2) days of receipt of written notice to do so by the Customer, 2) if the Supplier becomes insolvent, is adjudged bankrupt, makes a general assignment for the benefit of creditors, has a receiver or manager appointed under any act for insolvent persons or ceases to do business as an on-going business, 3) for any force majeure event beyond the reasonable control of the Supplier preventing the Supplier to perform any obligation, which event lasts longer than thirty (30) days without resolution; or 4) if the Supplier loses its status as an authorized dealer/reseller with its Manufacturer(s).

- 3.4. Such rights of termination by the Customer do not deprive the Customer of any of its rights or remedies at law or in equity and in the event of such termination, except as provided in the Agreement; The Customer shall have no further obligations to the Supplier under this Agreement.

4. CHANGE CONTROL

- 4.1. Any change or deviation under this Agreement must be approved prior to implementation in the form of Change Order in accordance with the following process:
- a) When a requirement of change to any aspect of this Agreement (e.g. scope, deliverables, schedules, budget, expenditure, organisation, etc.) is identified, the requestor shall prepare a Change Request that summarizes the nature and all information of the change including change description, reasons, risks, benefits, costs, impacts and supporting documentation.
 - b) Change Request shall be analyzed by both the Customer and the Supplier for impact assessment. If any Change Request analysis will incur any cost or affect the timeline of this Agreement, the Supplier shall obtain the Customer's approval before conducting the Change Request analysis.
 - c) Change Request must be approved and signed by both the Customer and the Supplier to become Change Order.
- 4.2. Change Order when executed by both parties forms an amendment to this Agreement between the Customs and the Supplier. The terms and conditions of the Agreement apply, unless stated otherwise in the Change Order.

5. EXPENSES

- 5.1. The Supplier shall be wholly responsible for expenses incurred in the performance of this Agreement unless the specific term of this Agreement explicitly provides for reimbursement of expenses.
- 5.2. When the specific term of this Agreement explicitly provides for reimbursement of expenses, the Customer shall reimburse only: 1) the expenses explicitly listed in the specific term of this Agreement, 2) expenses that are reasonable, necessary and actually incurred in the performance of this Agreement subject to the following:
- a) Travel will only be paid if pre-approved by the Customer in writing. Expenses for travel include transportation and accommodation but do not include meal and incidentals.
 - b) Hospitality, incidental or food expenses are not allowable expenses under this Agreement. Hospitality is defined as expenses for people who are not engaged in work for the Customer.
 - c) The expenses will only be paid for when the original itemized receipts are submitted to the Customer along with invoices.

6. INVOICES

- 6.1. The Supplier shall submit an invoice for payment on account of the goods and/or services provided and any applicable taxes to the Customer. If specifically requested by the Customer, each invoice must describe the percentage of progress toward completion of the performance under this Agreement, and include any other information directed by the Customer.
- 6.2. The Customer may, prior to the time it is required to issue payment in respect of an invoice, request any additional information from the Supplier in respect of the invoice.

Address for invoicing to the Customer is as follows:
University of Guelph
50 Stone Rd E, Guelph ON
N1G 2W1

- 6.3. The invoices shall be sent to the designated contacts of the Customer for approval prior to payment.
- 6.4. In order to get the invoice paid, all the invoices submitted by the supplier shall clearly state the University of Guelph purchase order number.
- 6.5. The Customer will pay all invoices (except for invoices that contain a disputed charge or a disputed fee) within thirty (30) days from its receipt of the invoice.

7. RELATIONSHIP OF THE PARTIES

- 7.1. The Supplier is and shall remain an independent supplier and not an employee of the Customer. This Agreement does not constitute the Parties as partners, joint ventures or agents of each other and no Party may so represent itself in this manner.
- 7.2. The Supplier shall retain independent professional status throughout this Agreement and will use its own discretion in performing the tasks assigned.
- 7.3. Employees of the Supplier are not the Customer's employees and are not eligible for any benefits conferred on employees of the Customer. The Supplier shall be responsible for payment of all taxes, charges, and liabilities applicable in connection with the provision of goods and/or services by the Supplier or the Supplier personnel under this Agreement.

8. CONFLICT OF INTEREST

- 8.1. During the term of this Agreement, the Supplier shall not, without the Customer's prior written consent, act as a service provider to, or an employee of, any other person, corporation or other entity if such activity conflicts or interferes with the Supplier's obligations to the Customer under this Agreement.

9. INDEMNITY

- 9.1. The Supplier shall indemnify, hold harmless and defend the Customer, its officers, directors, employees, representatives, volunteers and agents from and against any and all losses, damages, expenses, claims, suits, and demands of whatever nature (including reasonable legal fees and expenses) arising in respect of the actions or omissions of the Supplier in providing the goods and/or services under this Agreement.

10. INSURANCE

- 10.1. Prior to commencement of the Agreement and until the earlier of: 1) expiration of the Agreement, and 2) termination of the Agreement, the Supplier, at its sole expense, shall at all relevant times carry comprehensive general liability insurance, comprehensive automobile liability insurance and Workplace Safety and Insurance Board (WSIB) coverage or equivalent Employer's Liability Insurance on or about the Customer's property in the amount satisfactory to the Customer acting reasonably.
- 10.2. The Supplier will provide evidence of insurance coverage upon request by the Customer Representatives prior to the commencement of the Agreement.

11. SUBCONTRACTING

- 11.1. The Supplier shall not, without the Customer's prior written consent, subcontract all or any part of the Agreement.
- 11.2. If the Customer consents to any subcontract, the Supplier shall continue to be fully responsible for the due and proper performance of the goods provided and/or services performed under any such subcontracts. All subcontracts shall name the Supplier as a contracting party and not in any capacity whatsoever as the Customer's agent.

12. CONFIDENTIALITY

- 12.1. "Confidential Information" means all non-public, confidential, personal or proprietary information disclosed by the Customer to the Supplier relating directly or indirectly to its business or affairs (or the business or affairs of any of its affiliates), whether in writing, or communicated orally or electronically, and including all information obtained by the Supplier through visual inspection of the assets of the Customer (including any documents prepared by the Supplier which contain or otherwise reflect or are generated from the information specified above).
- 12.2. Except as otherwise permitted in this Agreement, any Confidential Information which the Supplier now has or which may come into its possession in the course of this Agreement, will be kept confidential and will not, without the Customer's prior written consent, be disclosed by the Supplier in any manner whatsoever, in whole or in part, and will not be used for any purpose other than to provide goods and/or services to the Customer. The Supplier may reveal or permit access to the Confidential Information only to its directors, employees, affiliates, partners, volunteers, agents or subcontractors (together, "Representatives") who need to know the Confidential Information, who must be advised of the confidential nature of the Confidential Information, who are directed by the Supplier to hold the Confidential Information in confidence and who agree to be bound by and to act in accordance with the terms and conditions of this Agreement.
- 12.3. The Supplier shall take all necessary precautions or measures to prevent improper access to, or use or disclosure of, the Confidential Information by its Representatives and shall be jointly and severally responsible for any breach of this Agreement by any of its Representatives.
- 12.4. The Supplier warrants that the Supplier has made no use or disclosure of any Confidential Information prior to the date of this Agreement, except as permitted by this Agreement.
- 12.5. Upon termination or expiration of this Agreement, the Supplier shall promptly, and in any event, within five (5) business days after such request from the Customer, return or destroy all copies of the Confidential Information and other material if they contain any Confidential Information, and delete all Confidential Information from all computer systems and databases. Any Confidential Information that is not returned or destroyed by the Supplier remains subject to the confidentiality obligations under this Agreement.

13. DISPUTE RESOLUTION

- 13.1. The Parties agree to meet, negotiate, and attempt to resolve, in good faith, amicably, without litigation, any disagreement, question or difference of opinion between the Parties as to the interpretation, application, or administration of this Agreement, including any Invoice (a "Dispute").
- 13.2. If the Parties cannot resolve any such Dispute within fifteen (15) business days, or such a period as the Parties may subsequently agree, then it shall be submitted to their respective senior representatives with authority to bind the party to meet to resolve the Dispute.
- 13.3. If the Parties are still unable to resolve the dispute through negotiations within fifteen (15) business days, or such a period as the Parties may subsequently agree, the Parties agree to attempt to resolve the Dispute through mediation by submitting the Dispute to a sole mediator selected jointly by the parties. The Parties agree to participate in good faith in the mediation following appointment of the mediator for such a period as the Parties may agree.
- 13.4. Finally, the Dispute shall be resolved by arbitration or litigation, as agreed by the Parties.

14. INTELLECTUAL PROPERTY

- 14.1. The Supplier shall promptly disclose to the Customer any inventions, works of authorship or other intellectual property conceived, developed, originated or reduced to practice by the Supplier during the performance of the Agreement ("Developments"). All such Developments shall belong solely and exclusively to the Customer, and the Customer shall own all patent, copyright, trade secret and other intellectual property rights in such Developments.
- 14.2. The Supplier shall promptly execute and deliver to the Customer all documents and instruments and shall do all things that may be requested by the Customer at any time, whether during or after the term of this

Agreement, to enable the Customer to obtain full ownership of and to exercise exclusive rights to all such Developments.

- 14.3. The Supplier waives the right to be designated as the author or developer of any Developments, the right to receive any remuneration for such Developments (other than the fees specified in the contract), the right to restrict any modification of any Developments, or the exploitation in any other matter of any Developments by the Customer.

15. FREEDOM OF INFORMATION

- 15.1. Supplier is informed that the Customer is subject to the Ontario Freedom of Information and Protection of Privacy Act.
- 15.2. The Customer shall use all reasonable efforts to hold all information marked "Confidential" by the Supplier strict confidence where required or permitted by law but shall not be liable for any action as contemplated by Section 62(2) of the Act.
- 15.3. If the Customer's response to a request under the Act is appealed to the Information and Privacy Commissioner for Ontario, the Supplier shall have the burden of proof per Section 53 of the Act. The Supplier shall be responsible for all costs related to its confidentially requirements.

16. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT

- 16.1. The Supplier who works with the public (students, staff, faculty, visitors or other third parties) on behalf of the Customer must: 1) comply with the Accessibility Standards issued by the government; 2) ensure that training on the requirements of the Accessibility Standards are provided to their employees who provide goods, services or facilities at or on behalf of the Customer and who participate in developing their organization's policies and procedures; 3) keep records of such training; and 4) provide those records when required by the Customer.

17. GOVERNING LAW

- 17.1. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and applicable federal laws of Canada.

18. ASSIGNMENT

- 18.1. The Supplier may not assign this Agreement, any interest in the Agreement, in whole or in part, or any entitlement to monies under this Agreement without the prior written consent of the Customer.

19. ENTIRE AGREEMENT

- 19.1. This Agreement, and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral, whether statutory or otherwise, between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

20. AMENDMENTS AND WAIVERS

- 20.1. No amendment or modification of this Agreement and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing by the Party to be bound.

20.2. No failure or delay by the Customer in exercising any of its rights or remedies or pursuing any remedies available to it in contract, at law or in equity will in any way constitute a waiver or prohibition on the exercise or pursuit of such rights and remedies in the event of a breach.

21. SEVERABILITY

21.1. If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, the provision is, as to that jurisdiction, ineffective only to the extent of the restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction, and without affecting its application to other Parties or circumstances.

22. NOTICES

22.1. Any notice, consent or approval required or permitted to be given in connection with this Agreement shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile or e-mail.

22.2. Any Notice delivered or transmitted to a Party shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. If the Notice is delivered or transmitted after 5:00 p.m. local time or if the day is not a business day, then the Notice shall be deemed to have been given and received on the next business day.

23. SURVIVAL

23.1. Term 9 (Indemnity), 12 (Confidentiality) and 14 (Intellectual Property) shall survive the cancellation, expiry or termination of this Agreement.

APPENDIX B – PAST PERFORMANCE SURVEY

To:
Email:

The University of Guelph is conducting a Request for Proposal (RFP) for xxxxxx. The company xxxx xxxxxxxxxx has identified you as a client that they have previously provided goods/services similar to what is requested in the RFP. We greatly appreciate your time in completing this survey.

Please follow the instructions below to complete and return the survey:

- Please tell us about the relationship between you and the company by answering questions A, B and C.
- Rate each past performance criteria on a scale of 1-10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied.
- If you do not have sufficient knowledge for a particular criterion, rate to the best of your knowledge. Any non-rating, such as n/a or blank, may disqualify your response and give the company an unfavorable score.
- Please return your completed survey by emailing directly to xxxxxxxxxx@uoguelph.ca
- Your survey must be received by xxxxxxxxx to be a valid response.

A What goods/services the company provided to your firm:

B The year and date when the company provide their goods/services to your firm:

C Your role in your firm at the time:

	Past Performance Criteria	Points	Score
1	Overall quality of performance	(1-10)	
2	Ability to complete work under original budget or quote	(1-10)	
3	Ability to complete work within schedule or expected timeline	(1-10)	
4	Ability to understand your need and respond positively	(1-10)	
5	Ability to address concerns and complaints timely	(1-10)	
6	Ability to provide required documentation and reports	(1-10)	
7	Ability to follow rules, regulations, policies and procedures related to the work identified by either your firm or themselves	(1-10)	

Additional information to support above rating:

Name(print)

Signature

Date

Thank you for your feedback. We appreciate your time assisting us in our RFP process.

APPENDIX C – SUBMISSION FORM

Instructions:

Other than inserting the information requested, a proponent may not make any changes to this Appendix C.

To the University of Guelph:

1. Proponent Information

Please fill out the following form, and name one person to be the contact for the RFP response and for any clarifications or amendments that might be necessary.	
The full legal name of the proponent is:	
Any other relevant name under which the proponent carries on business is:	
The billing address of the proponent is:	
The jurisdiction under which the proponent is governed is:	
Whether the proponent is an individual, a sole proprietorship, a partnership or a corporation:	
The name of the contact person for the proponent is:	
The telephone number of the above contact person:	
The email of the above contact person:	

2. Acknowledgment of Non-binding Procurement Process

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

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Project Particulars under the RFP. The proponent represents and warrants its ability to provide the deliverables required under the RFP in accordance with the requirements of the RFP for the Rates set out in the Rate Bid Form.

4. Non-binding Price Estimates

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

5. Addenda

The proponent is deemed to have read and accepted all addenda issued by the University prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda.

6. Conflict of Interest

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

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

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

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

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

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

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

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

Name of Individual:
Job Classification:
Department:
Last Date of Employment with the University:
Name of Last Supervisor:
Brief Description of Individual's Job Functions:
Brief Description of Nature of Individual's Participation in the Preparation of the Proposal:

(Repeat above for each identified individual)

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

7. Disclosure of Information

The proponent acknowledges that the University is required by applicable Canadian trade agreements to publish the name and address of the successful proponent, the date of award and the estimated total value of the award. The proponent hereby consents to the public disclosure of this final award information where the proponent is awarded the RFP.

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal.

The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the University to the University's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

8. Compliance with Competition Act

APPENDIX D – RATE BID FORM

The Appendix D - Rate Bid Form is provided in a separate excel file.

All instructions for Rate Bid Form are on the first work sheet of the excel file

APPENDIX E – REFERENCE FORM

Instructions:

1. Other than inserting the information requested, a proponent may not make any changes to this Appendix E.
2. Each proponent is requested to provide 3 references from clients who have obtained similar goods or services to those requested in the RFP from the proponent in the last 3 years.
3. Proponents may not list the University of Guelph as a reference without prior written approval from the University. Proponent who would like to list the University of Guelph as a reference shall obtain such prior written approval from the University through the Bonfire portal.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Contact Email:	
Date Assignment Started:	
Date Assignment Ended:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Contact Email:	
Date Assignment Started:	
Date Assignment Ended:	
Nature of Assignment:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Contact Email:	
Date Assignment Started:	
Date Assignment Ended:	
Nature of Assignment:	

APPENDIX F – RESPONSE TO INSURANCE REQUIREMENTS AND TERMS AND CONDITIONS OF THE AGREEMENT

Appendix F - Response to Insurance Requirements and Terms and Conditions of the Agreement is provided as excel file Q-xxx.

Proponents shall download this file from the project Bonfire portal.

APPENDIX H – MINIMUM REQUIREMENTS

Instructions:

1. Other than inserting the information requested, a proponent may not make any changes to this Appendix H.
2. Proponents must respond to all the questions below by answering YES or NO. If any proponent is not able to meet all of the minimum requirements, the proponent will be disqualified.
3. If any of the questions are left unanswered, the proposal will be evaluated as not meeting the minimum qualification requirements.
4. Proponents are cautioned that any answers provided herein must be supported by information contained in their proposals. If there is any discrepancy between the proponent's answers herein and the proponent's proposal, the University has the sole right to determine if proponents in deed meet the minimum requirements and may revise any answers proponents provided in Appendix H based on the University's evaluation.

	Minimum Requirements	Yes	No
1			
2			
3			
4			
5			

APPENDIX J – RATED CRITERIA INFORMATION

Proponents must respond to all the categories in this Appendix.

Proponents are asked to provide information in strictly the same order of the category listed below. Please insert your response to each category immediately following that category.

Do **NOT** include pricing or financial information in this Appendix. If any such information is included, your proposal will be returned to you for rectification prior to evaluation.

1. Criteria 1 (x points)
 - 1.1. Sub criteria 1.1 (x points)
 - 1.2. Sub Criteria 1.2 (x points)
 - 1.3. Sub Criteria 1.3 (x points)
2. Criteria 2
 - 2.1. Sub criteria 1.1 (x points)
 - 2.2. Sub criteria 1.1 (x points)
3. Criteria 3 (x points)