Request for Supplier Qualifications

For

Audience Response Systems and Devices

Request for Supplier Qualifications No.: **UOT201715202**

Issued: **February 06, 2017**

Submission Deadline: **February 24, 2017 at 2:00:00 pm local time**

TABLE OF CONTENTS

PART 1 – INTRODUCTION

1.1 Invitation to Respondents

This Request for Supplier Qualifications ("RFSQ") is an invitation by the Governing Council of the University of Toronto (the "University") to prospective respondents to qualify in accordance with Part 3 – Evaluation of Responses for eligibility to supply **Audience Response Systems and Devices** through the UofT Bookstore as further described in Part 2 – The Deliverables, (the "Deliverables").

Established in 1827, the University of Toronto is Canada's largest university with approximately 84,500 students, 19,850 faculty, staff and librarians, and 537,000 alumni active in every region of the world. The University ranks among the top major research universities globally, operates three major campuses in the greater Toronto area and is affiliated with 20 teaching hospitals. The University is one of the largest employers in the Toronto region and contributes almost $15.7 billion to the Canadian economy every year.

For the purposes of this procurement process, the "University Contact" is:

Name: Aneel Lubhaya
Title: Senior Procurement Officer
Email: **aneel.lubhaya@utoronto.ca**

1.2 Type of Contract for Deliverables

Respondents will be evaluated according to the criteria described in Appendix D – Section C (Rated Criteria). Based on those criteria, certain respondents will be selected for inclusion on a prequalified supplier roster list and invited to negotiate a master agreement based on the terms and conditions attached hereto as Appendix A (the "Master Agreement"). The Master Agreement will establish the process for the provision of any subsequent Deliverables to the University pursuant to an invitational second-stage competitive process.

The term of the Master Agreement is to be for a period of three (3) years, with an option in favour of the University to extend the agreement on the same terms and conditions for two (2) additional terms of one (1) year each. It is anticipated that the Master Agreement will be executed with the selected respondent(s) on or around August 2017.

1.3 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 selected respondents. Any Agreement entered into pursuant to an invitational second-stage competitive process 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 this RFSQ or may obtain the same or similar Deliverables internally.

1.4 Agreement on Internal Trade

Respondents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular tender call. For further reference, please see the Internal Trade Secretariat website at http://www.ait-aci.ca/index_en.htm.

1.5 Accessibility for Ontarians with Disabilities Act

The University is committed to accessibility as expressed in the Accessibility for Ontarians with Disabilities Act (hereinafter referred to as the AODA), which places a legal obligation on the University to provide accessibility for Ontarians with disabilities with respect to goods, services, facilities, accommodation, employment, buildings, structures and premises on or before January 1, 2025. The University is committed to fostering, creating and maintaining a barrier-free environment for all individuals providing equal rights and opportunities, and as a result has established the University Policy on Accessibility, which is accessible at:

http://www.hrandequity.utoronto.ca/about-hr-equity/diversity/aoda.htm

All members of the University community, including suppliers required to be on campus, contractors and subcontractors, engaged by the University, are responsible to adhere to and comply with the commitments set out in all University policies. Respondents and their sub-contractors are required to adhere to all University policies.

1.6 Bonfire

Bonfire is the University's web portal tool that allows purchasing teams to accept and evaluate respondent proposals. Please visit http://www.bonfirehub.com for more information and refer to **Section 3.1.2 Submission of Proposals** for details.

[End of Part 1]

PART 2 – THE DELIVERABLES

2.1 Description of Deliverables

This RFSQ is an invitation to submit offers for the provision of audience response systems and devices, as further described in Appendix D – RFSQ Particulars – Section A (The Deliverables).

Summary: The University of Toronto is prepared to enter into an agreement with one or more ARS Respondents, wherein the University will install approved Respondent's LMS integrations, promote the use of the approved vendors, and support those approved as per any final service level agreements, if said suppliers meet the University's technical and financial expectations as defined by this RFSQ at the sole discretion of the University. Unsuccessful Respondents will not have their LMS integrations installed, will not be promoted for use at, or supported by, the University.

2.2 Material Disclosures

Respondents should refer to Appendix D – RFSQ Particulars – Section B (Material Disclosures).

[End of Part 2]

PART 3 – EVALUATION OF RESPONSES

3.1 Timetable and Submission Instructions

Respondents should submit their responses according to the following timetable and instructions.

3.1.1 Timetable

Issue Date of RFSQ	**February 06, 2017**
Deadline for Questions	**February 17, 2017**
Deadline for Issuing Addenda	**February 22, 2017**
Submission Deadline	**March 01, 2017 at 2:00:00 pm local time**
Rectification Period	**March 08, 2017 at 2:00:00 pm local time**

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

3.1.2 Submission of Proposals

3.1.2.1 Proposals Must be Submitted Only in Prescribed Manner

The University is using the BonfireHub portal for accepting and/or evaluating Proposals electronically.

Respondents should prepare their Proposal response into the following Requested Document(s):

Name	Type	# Files	Requirement
Appendix B - Submission Form	File Type: Any	1	Required
Appendix C - Reference Form	File Type: Any	1	Required
Schedule A - Requirements and Specifications Form	File Type: Any	1	Required
Written Proposals	File Type: Any	Multiple	Required

Please note that, where indicated, only one (1) file can be uploaded for each Requested Document above. If more than one file is uploaded into the same slot, the previous file will be overwritten.

Proposals submitted in any other manner may be subject to disqualification. The University will not accept, acknowledge, or return hard copy, facsimile and electronically emailed Proposals outside of the BonfireHub web portal.

Proponents are requested **not to embed any documents within the uploaded files,** as they will not be accessible – Respondent can use the Additional Info upload slots if Respondents have additional documents that they would like to submit.

The University accepts no responsibility or liability for misdirected or incomplete Proposals. The Respondent has sole responsibility to ensure the University receives the Proposal through the BonfireHub web portal on or before the Submission Date and Time.

3.1.2.2 Proposal Must be Submitted On Time Electronically

Respondents must upload all Requested Documents to:
https://utoronto.bonfirehub.ca/opportunities/4949

3.1.2.3 Important Notes Regarding Proposal Submission

- Each Requested Document is instantly sealed and will only be visible after the Submission Date and Time.
- Uploading large documents may take significant time, depending on the size of the file(s) and the Respondent's Internet connection speed.
- The Respondent will receive an email confirmation receipt with a unique confirmation number once they have finalized their submission.
- Each Requested Document has a maximum size of 100MB. Any Requested Document exceeding this limit will not be accepted.
- Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled and Adobe Flash Player version 9+ installed.

Need Help?
If there are any technical questions related to uploading a submission, please contact Bonfire at Support@GoBonfire.com prior to the Submission Date and Time. Respondents can also visit their help forum at https://bonfirehub.zendesk.com/hc.

3.1.2.4 Withdrawing Proposals

At any time throughout the RFSQ process, a Respondent may withdraw a submitted Proposal. To effect a withdrawal, a notice of withdrawal must be sent to the University Contact and must be signed by an authorized representative.

3.1.2.5 Amending Proposals

At any time up to the Submission Date, a Respondent may amend a submitted Proposal. No amendment or change to Proposals will be accepted after the Submission Date.
To amend a Proposal, Respondents must log into the Bonfire web portal, select the appropriate project, scroll to the bottom of the page and click on the un-submit link. Once un-submitted, Respondents may make changes to the Proposal and re-upload the file. Any amended Proposal

must be finalized and submitted prior to the Submission Date and Time in order to be considered.

3.1.2.6 No Incorporation By Reference

The entire content of the Respondent's submission must be submitted in a fixed form, and the content of websites or other external documents referred to in the Respondent's submission will not be considered to form part of its Proposal.

3.1.2.7 Proposal To Be Retained By The University

The University will not return/delete any Proposals or accompanying documentation.

3.2 Stages of Evaluation

The University will conduct the evaluation of responses in the following two (2) stages:

3.2.1 Stage I

Stage I will consist of a review to determine which responses comply with all of the mandatory requirements. Responses failing to satisfy the mandatory requirements as of the Submission Deadline will be provided with an opportunity within the Rectification Period to rectify any deficiencies. Responses failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration.

3.2.2 Stage II

Stage II will consist of a scoring by the University of each qualified response on the basis of the rated criteria, including pricing, and up to five (5) highest scoring respondents will be invited to enter into the Master Agreement attached hereto as Appendix A, which will govern the potential subsequent provision of the Deliverables pursuant to an invitational second stage competitive process.

3.2.3 Stage III

Stage III will consist of a scoring by the University of each short-listed respondent's IRMQ response. Respondent should refer to **Schedule B - Information Risk Management Questionnaire** for more information

3.2.4 Stage IV

Concurrent with the IRMQ review for the short-listed respondents, Stage IV will consist of the University reviewing and testing the short-listed respondent's solution with its Learning Portal. Respondents should refer to **Schedule C – University's Learning Portal Integrations** for more information.

3.3 Stage I – Mandatory Requirements, Submission and Rectification

3.3.1 Submission

Responses must be submitted by the Submission Deadline. Other than inserting the information requested on the mandatory submission forms set out in this RFSQ, a respondent may not make any changes to any of the forms. Respondents submitting responses that do not meet the mandatory requirements will be provided with an opportunity to rectify any deficiencies within the Rectification Period.

3.3.2 Submission Form (Appendix B)

Each response must include a Submission Form (Appendix B) completed and signed by a person authorized to bind the respondent.

3.3.3 Reference Form (Appendix C)

Each respondent should complete a Reference Form (Appendix C) and include it with its response.

3.3.4 Other Mandatory Requirements

a) Each respondent must complete the **Requirements and Specifications Form (Schedule A)** and include it with their Proposal.

b) The shortlisted respondents must also pass the **IRMQ (Schedule B)** and **Learning Portal Integrations (Schedule C)**.

3.3.5 Rectification Period

Responses satisfying the mandatory submission content requirements within the Rectification Period will proceed to Stage II. Responses failing to satisfy the mandatory submission content requirements will be excluded from further consideration.

3.4 Stage II – Evaluation of Rated Criteria

The responses will be evaluated in accordance with the responses set out in Appendix D – RFSQ Particulars – Section C (Rated Criteria).

3.5 Stage III – Evaluation of University Learning Portal Integrations

The responses will be evaluated in accordance with the requirements set out in **Schedule B - Information Risk Management Questionnaire**.

3.6 Stage IV – Evaluation of Rated Criteria

Concurrent with the IRMQ review for the short-listed respondents, Stage IV will consist of the University reviewing and testing the Respondent's solution with its Learning Portal. Respondent should refer to Schedule C –University's Learning Portal Integrations for more information..

[End of Part 3]

PART 4 – TERMS AND CONDITIONS OF THE RFSQ PROCESS

4.1 General Information and Instructions

4.1.1 Respondents to Follow Instructions

Respondents should structure their responses in accordance with the instructions in this RFSQ. Where information is requested in this RFSQ, any response to the request should reference the applicable section numbers of this RFSQ where that request was made.

4.1.2 Responses in English

All responses are to be in English only.

4.1.3 The University's Information in RFSQ Only an Estimate

The University and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFSQ or issued by way of addenda. Any quantities shown or data contained in this RFSQ or provided by way of addenda are estimates only and are for the sole purpose of indicating to respondents the general size of the work.

It is the respondent's responsibility to avail itself of all the necessary information to prepare a response to this RFSQ.

4.1.4 Respondents Shall Bear Their Own Costs

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

4.2 Communication after Issuance of RFSQ

4.2.1 Respondents to Review RFSQ

Respondents shall promptly examine all of the documents comprising this RFSQ and

(a) shall report any errors, omissions or ambiguities; and
(b) may direct questions or seek additional information

in writing by email to the University Contact on or before the Deadline for Questions. All questions submitted by respondents by email to the University Contact shall be deemed to be received once the email has entered into the University Contact's email inbox. No such communications are to be directed to anyone other than the University Contact. The University is under no obligation to provide additional information, but may do so at its sole discretion.

It is the responsibility of the respondent to seek clarification from the University Contact on any matter it considers to be unclear. The University shall not be responsible for any misunderstanding on the part of the respondent concerning this RFSQ process.

4.2.2 All New Information to Respondents by Way of Addenda

If the University, for any reason, determines that it is necessary to provide additional information relating to this RFSQ, such information will be communicated to all respondents by addenda. Each addendum shall form an integral part of this RFSQ. Such addenda may contain important information, including significant changes to this RFSQ. Respondents are responsible for obtaining all addenda issued by the University. In the Submission Form (Appendix B), respondents should confirm their receipt of all addenda by listing the number of each addendum in the space provided.

4.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

4.2.4 Amending Responses Following Rectification Period

In the event that the University determines that it is necessary to provide respondents with additional information relating to this RFSQ following the Rectification Period, such information will be communicated by addenda to all respondents who submitted responses satisfying the mandatory submission content requirements. All such addenda will be prescriptive, and respondents will be expected to amend only those portions of their responses as specifically instructed and to submit their amended responses in the manner and within the timeframe specified. Any amendments that are not in accordance with the instructions accompanying the addenda will be set aside and will not be evaluated.

4.2.5 Verify, Clarify and Supplement

When evaluating responses, the University may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's response. The University may revisit and re-evaluate the respondent's response or ranking on the basis of any such information.

4.2.6 No Incorporation by Reference

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

4.2.7 Response to Be Retained by the University

The University will not return the response or any accompanying documentation submitted by a respondent.

4.3 Selection, Notification and Debriefing

4.3.1 Negotiations

The top-ranked respondents, as established under Part 3 – Evaluation of Proposals, will receive a written invitation to enter into negotiations to finalize the form of Master Agreement with the University.

4.3.2 Timeframe for Negotiations

The University intends to conclude negotiations within thirty (30) days commencing from the date the University invites the top-ranked respondents to enter negotiations. A respondent 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.

4.3.3 Process Rules for Negotiations

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

Negotiations may include requests by the University for supplementary information from a respondent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation.

4.3.4 Terms and Conditions

The terms and conditions found in Appendix A will form the basis for the Master Agreement to be negotiated between the University and the selected respondents.

4.3.5 Notification to Other Respondents

Once the selected respondents are notified of their selection for inclusion on a prequalified supplier roster list, the other respondents will be notified by the University in writing of the outcome of the RFSQ process.

4.3.6 Debriefing

Unsuccessful Respondents are entitled to a debriefing. Debriefings shall include a general overview of the evaluation process and a discussion regarding the unsuccessful Respondent's submission. A debriefing request must be submitted in writing to the University Contact and no later than 60 calendar days following award notification. The intent of the debriefing information session is to aid the Respondent in presenting a better Proposal in subsequent procurement opportunities. A debriefing is not for the purpose of providing an opportunity to challenge the procurement process.

4.3.7 Bid Dispute Procedure

In the event that an unsuccessful Respondent wishes to review the decision of the University in respect of any material aspect of the RFx process, and subject to having attended a Debriefing, the Respondent may submit a dispute in writing to the Director of Procurement Services within 10 business days of such a Debriefing. Any dispute in writing that is not timely received will not be considered and the Respondent will be notified in writing.

1. A dispute in writing shall include the following:
    - the RFx name and number;
    - the date of Debriefing and name of procurement officer who conducted the Debriefing;
    - the name and address of the Respondent;
    - the specific identification of the provision and/or procurement procedure that is alleged to have been breached;
    - the 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 Respondent's arguments and supporting documentation; and
    - the Respondent's requested remedy.

The Director of Procurement Services will respond, in writing, to the Respondent within 10 business days of receiving the written dispute. The final decision on the issue will be made by the Director of Procurement Services, in consultation with the Chief Financial Officer and shall be considered final and conclusive.

4.4 Prohibited Communications and Confidential Information

4.4.1 Prohibited Respondent Communications

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

4.4.2 Respondent Not to Communicate with Media

A respondent may not at any time directly or indirectly communicate with the media in relation to this RFSQ or any contract awarded pursuant to this RFSQ without first obtaining the written permission of the University Contact.

4.4.3 Confidential Information of the University

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

(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 this RFSQ and the performance of any subsequent Contract;

(c) must not be disclosed without prior written authorization from the University; and

(d) shall be returned by the respondents to the University immediately upon the request of the University.

4.4.4 Confidential Information of Respondent

A respondent should identify any information in its response 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. Respondents are advised that their responses will, as necessary, be disclosed on a confidential basis, to the University's advisers retained for the purpose of evaluating or participating in the evaluation of their responses. If a respondent has any questions about the collection and use of Personal Information pursuant to this RFSQ, questions are to be submitted to the University Contact.

4.4.5 Inappropriate Conduct

The University may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process and such inappropriate conduct shall include but not be limited to: (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the supplier to honour its pricing or other commitments made in its response; or (c) any other conduct constituting a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

4.5 Procurement Process Non-binding

4.5.1 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 RFSQ 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 respondent nor the University shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to this RFSQ.

4.5.2 No Contract until Execution of Written Agreement

No legal relationship or obligation regarding the procurement of any good or service shall be created between the respondent and the University by the RFSQ process until the successful negotiation and execution of an Agreement pursuant to a subsequent invitational second-stage procurement process.

4.5.3 Disqualification for Misrepresentation

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

4.5.4 References and Past Performance

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

4.5.5 Cancellation

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

4.6 Governing Law and Interpretation

4.6.1 Governing Law

The terms and conditions in this Part 4 Terms and Conditions of RFSQ Process: (a) are included for greater certainty and 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 in which the University is located and the federal laws of Canada applicable therein.

[End of Part 4]

APPENDIX A – MASTER AGREEMENT

Index

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Schedule 2

SECOND STAGE INVITATIONAL PROCUREMENT PROCESS

The following terms will govern the retention of the Deliverables by the University. The University may amend these terms at any time and any such changes will be communicated in writing to the respondents who qualified pursuant to the RFSQ, including the Supplier.

a) During the Term, the University may choose to conduct a refresh, whereby other respondents will be invited to submit responses to qualify to be included on the list of qualified suppliers. Respondents who have already qualified and remain qualified do not need to resubmit a response as part of this refresh process. For further clarity, the University may add more than originally qualified respondents onto the roster list during the term.

b) When the University requires Deliverables the following process will be employed:

Procurement Value	Minimum Number of Suppliers to be Invited to the Second-Stage Selection Process
Less than $50,000	N/A
$50,000 - $100,000	N/A
Greater than $100,000	N/A

As indicated in Appendix D, Section A, a multi-year Agreement with the successful Respondent(s) is subject to a successful agreement between the Respondent and the University of Toronto Bookstore as the sales agent for the proposed solution. This sales agreement with the UofT Bookstore will include specific supply and distribution models

c) The specific quotation/ordering process will be conducted by email to the selected Respondents. All terms and conditions governing each second stage invitational procurement process shall be set out in such email request for quotation documentation.

d) Any supplier whose performance fails to meet the University's performance expectations may be removed from the qualified roster list for the required services. In addition, if a supplier repeatedly fails to submit a quotation in response to requests by the University (as set out above), that supplier may also be removed from the qualified list of providers.

APPENDIX B – SUBMISSION FORM

1. Respondent Information

Please fill out the following form, and name one person to be the contact for this RFSQ response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Respondent:	*[enter your response here]*
Any Other Relevant Name under Which the Respondent Carries on Business:	*[enter your response here]*
Street Address:	*[enter your response here]*
City, Province/State:	*[enter your response here]*
Postal Code:	*[enter your response here]*
Phone Number:	*[enter your response here]*
Fax Number:	*[enter your response here]*
Company Website (If Any):	*[enter your response here]*
RFSQ Contact Person and Title:	*[enter your response here]*
RFSQ Contact Phone:	*[enter your response here]*
RFSQ Contact Facsimile:	*[enter your response here]*
RFSQ Contact E-mail:	*[enter your response here]*

2. Acknowledgment of Non-binding Procurement Process

The respondent acknowledges that this RFSQ process will be governed by the terms and conditions of the RFSQ 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 respondent have executed a written contract.

3. Ability to Provide Deliverables

The respondent has carefully examined the RFSQ documents and has a clear and comprehensive knowledge of the Deliverables required under the RFSQ. The respondent represents and warrants its ability to provide the Deliverables required under the RFSQ in accordance the all of the requirements of the RFSQ, including, without limitation, those performance standards set out in Part 2 – Deliverables.

4. Addenda

The respondent has read and accepted all addenda issued by the University prior to the Deadline for Issuing Addenda. The onus remains on respondents to make any necessary amendments to their response based on the addenda. The respondent is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word “None” on the following line: ____________________. Respondents who fail to complete this section will be deemed to have received all posted addenda.

5. Conflict of Interest

For the purposes of this section, the term "Conflict of Interest" means in relation to the RFSQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (a) having, or having access to, confidential information of the University in the preparation of its response that is not available to other respondents; (b) communicating with any person with a view to influencing preferred treatment in the RFSQ process (including but not limited to the lobbying of decision makers involved in the RFSQ process); or (c) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFSQ process.

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

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

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

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

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The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our response; **AND** (b) were an employee of the University and have ceased that employment within twelve (12) months prior to the Submission Deadline:

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

(Repeat above for each identified individual)

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

6. Disclosure of Information

The respondent hereby agrees that any information provided in this response, 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 respondent hereby consents to the disclosure, on a confidential basis, of this response by the University to the University's advisers retained for the purpose of evaluating or participating in the evaluation of this response.

7. Confidential Information of Respondent

A respondent should identify any information in its response 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. Respondents are advised that their responses will, as necessary, be disclosed on a confidential basis, to the University's advisers retained for the purpose of evaluating or participating in the evaluation of their responses. If a respondent has any questions about the collection and use of personal information pursuant to this RFSQ, questions are to be submitted to the University Contact.

Signature of Witness	Signature of respondent representative
Name of Witness	Name and Title
	Date:
	I have authority to bind the respondent.

APPENDIX C – REFERENCE FORM

Each respondent is requested to provide three (3) references from clients who have obtained goods or services similar to those requested in this RFSQ from the respondent in the last five (5) years.

Reference #1

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

Reference #2

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

Reference #3

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

APPENDIX D – RFSQ PARTICULARS

A. THE DELIVERABLES

A.1 INTRODUCTION AND BACKGROUND

The University requires a streamlined approach to the deployment of Audience Response Systems and Devices (“ARS”), which may include physical devices and/or mobile apps. The ARS will primarily be used in classes ranging from smaller than 30 to large lectures with more than 1500 students. The University anticipates the selected solution(s) to be mainly used in not only a single location, but in several situations, simultaneous operation in multiple locations might be necessary for courses taught on multiple campuses.

It is not the intent of the University to purchase devices and/or software licenses for each student; the cost for those items will continue to be borne by individual students, or purchased at a departmental level, as per the current practice. Nor is it the intent of the University to purchase base stations (where a solution requires those), either by the University as a whole or by individual instructors.

However, the purpose of this call for proposals is to identify one or more Successful Respondents for a multi-year contract, and subject to a successful agreement between the Respondent and the University of Toronto Bookstore as the sales agent for the proposed solution.

The ARS and related services from the Successful Respondents will be promoted to members of our teaching staff as viable options, with a primary goal being that students who invest in the technology will be able to use them in more than one class, rather than having to buy competing technologies for different courses.

In addition to promoting the selected solution(s), the University will also commit to installing the Respondent’s necessary integration solution on our Learning Management System.

The University would ideally like the Successful Respondents to be in service for the Fall Semester, 2017.

A.2 OBJECTIVE

The University’s overall objective for this RFSQ is to select one (1) or more qualified respondents and their ARS solutions in terms of:

a) Features and functionality

b) Support capabilities and relevant sector experience

c) Cost of the proposed solution to end users (students, departments, etc.)

d) Information security and privacy

e) Integration

It is not the intent of this RFSQ for the University to enter into a site license agreement for a single Respondent’s solution. Instead, Successful Respondents will be allowed to have their LMS integration software/solution installed into our Academic Toolbox ecosystem, and their status as an Approved Suppliers will be made known to the University community.

The ARS solutions are to be offered through the UofT Bookstore. Short-listed Respondents are to negotiate pricing and volume discounts directly with the UofT Bookstore. Currently, the University anticipates 7,000-9,000 ARS devices and/or licenses being sold through the UofT Bookstore annually.

A.3 FUNCTIONAL REQUIREMENTS

Respondents must complete and submit Schedule A – Requirements and Specifications Form as part of their submission.

At a high level, we are seeking solutions that can provide the following kinds of functionality:

a) Associate with student IDs;

b) Hand held devices and a base station, and/or software on mobile devices/laptops.

c) Robust and reliable software;

d) Various modes of communication;

e) Server and Website

f) Site-Wide Administration

g) Integration with various University software

The Respondent's solution should have the ability to support the number of users at the University (as outlined in the Introduction & Background) in terms of redundancy, reliability, support and other similar attributes and capabilities. Privacy and the protection of University-related communications and data are of primary importance. If possible, Respondents should document their consistency with the Ontario Freedom of Information and Protection of Privacy Act (FIPPA) in their Proposal, as well as the Ontario Privacy Commissioner's "Privacy by Design" framework.

A.3.1 Common Criteria

The University has established a set of Common Criteria that can be used to determine the acceptability of services and solutions for inclusion in the Academic Toolbox at the University of Toronto – including on-premises solutions, managed hosted solutions or Software-as-a-Service (SaaS) cloud-based solutions. The list of Common Criteria appears in **Schedule D – Common Criteria**.

Respondent should review and describe how they meet or exceed the requirements.

A.3.2 Ease of Use

Respondents should describe their solution's ease of use for handheld devices and/or mobile/browser-based apps (as applicable), including but not limited to:

a) Size;
b) Weight;
c) Sets of buttons (buttons should be large and easy to read);
d) Information displayed (as applicable);
e) Method of connectivity (radio frequency, wifi, cellular, etc.);
f) Software that is:
    i. Easy to install;
    ii. User-friendly interface;
    iii. Ability to create questions and answers quickly and efficiently;
    iv. Customizable questions and answer styles (font, paragraph, graphics, etc.);
g) Simple and straightforward registration process:
    i. a hardware registration module for the LMS will be considered an asset;
    ii. device ID should be easily recoverable (e.g., if labelled or printed on back of the device and it wears out, please address this issue);
    iii. Yearly student license, semester, and expiration issue. We are aware that yearly licenses can overlap multiple semesters and sometimes expire mid-semester if the students did not renew. This creates extra administrative work for instructors. Please address this issue as it pertains to your proposed solution.

A.3.3 Performance

Respondents should describe their solution's performance capabilities for handheld devices and/or mobile/browser-based apps, including but not limited to:

a) Quick response times: software should be fast, displaying results in real-time and without lag for instructors. Please describe the solution's performance in terms of single-site, multi-site, and mobile environments.
b) Extended battery life. Respondents should describe the following as applicable:
    i. Expected battery life;
    ii. Type of battery;
    iii. Number of batteries required;
    iv. Rechargeable?
    v. For mobile solutions, describe the expected battery usage and proof the program does not have a deleterious effect on the device's battery performance or life.
c) Benchmarking information;
d) Stability of the software;

e) Stability of overall system;

A.3.4 Reliability & Availability

Respondents should describe their solution's reliability and availability capabilities, including but not limited to:

a) Whether multiple sessions can operate within close range (e.g. setting channels);
b) System should be available 24/7, 365 days a year;
c) Handheld device and base station should survive a drop from 4 feet.

Respondents should note that the University reserves the right to test a solution's reliability and availability under real-world conditions and in settings of the University's choice.

A.3.5 System Requirements

Respondents should describe their solution's system requirements (as applicable), including but not limited to:

a) Operating systems: The Respondent's solution should have an administrative application interface for instructors that is platform-agnostic and compatible with Windows, Mac, and Linux computers. iOS & Android compatibility would be desirable as well.
b) Browsers: If the solution's administrative interface is browser-based, it should support the latest and recent past versions of the major free browsers: Explorer, Firefox, Safari, and Chrome on Windows, Mac, and Linux, as appropriate.
c) Network and bandwidth usage (for example but not limited to the number of access points per student required in classroom settings where every student is expected to be using the solution).
d) Hardware requirements (CPU, RAM, etc.).

A.3.6 Accessibility

Respondents should describe their solution's accessibility requirements, including but not limited to:

a) Accommodating students with visual, auditory, and other disabilities directly;
b) Accommodating students with visual, auditory, and other disabilities by means of its compatibility with adaptive technologies

A.3.7 Environmental Considerations

Respondents should describe their solution's environmental impact (as applicable), including but not limited to:

a) Ability to recycle plastic parts;

b) Recyclable packaging;
c) Compliance with RoHS 2;
d) Evidence of repairability and battery replaceability.

A.4 TECHNICAL SUPPORT, TRAINING, AND DOCUMENTATION

Respondents should describe their services and after-sales support, including but not limited to:

a) The University requires the availability of on-demand, priority extended business-hours support available (i.e. to address problems during lectures), as well as support with configuration and operation as required. The Respondents should provide the following information in their Proposal, including but not limited to:

    i. Do you provide toll-free telephone support?

    ii. How long is the average wait time before calls are answered by support staff?

    iii. Do you provide extended online and/or live telephone support to instructors and students for your hardware and/or mobile solutions at no additional cost?

    iv. A Service Level Agreement, with penalties for not achieving service levels.

b) Does the firm employ an incident management team?

c) Describe the support options that would be provided by the Respondent directly to end-users (e.g., email, forum, etc.).

d) Describe the support options (e.g., email, forum, etc.) that the Respondent makes available to University staff members. Please include methods of access.

e) Are there limits on the number of individuals that can be authorized to directly contact the Respondent?

f) Is there comprehensive and version-specific (if applicable) online documentation and help files?

g) Do you provide online tutorials?

h) What guarantees are provided for response time and resolution time?

i) If the Respondent should decide to discontinue this service as a product offering, how much notice would the University be given, and what assistance would be rendered in the transition to another solution?

A.5 SERVICE LEVEL AGREEMENT

The Respondent should address or include each of the following items in their Proposal:

a) Copy of the service level agreement (SLA) that defines the level of services;

b) SLA Key Performance Indicators (KPI);

c) Remedies to the University for failure to achieve the SLA over the defined period;

d) Notification protocol for service disruption with Alarm/Incident response procedures and times;

e) Definition of major and minor alarms/incidents and service disruptions;

f) Definitions of disruption criticality and the resources allocated to resolve issues at each critical level to return services to operation;

g) Guaranteed response time for repair (if applicable) per critical level;

h) Procedures and response times with respect to breaches including notification;

i) Procedures for dealing with data loss or security weaknesses discovered within services provided

A.6 UOFT BOOKSTORE AS RESELLER

It is the intent of this RFSQ that all selected Respondents will have signed an agreement with the University of Toronto Bookstore as the exclusive agent of sale either to students, or group sales to University departments. Respondents who sell their solutions directly to students or departments will not be selected under the terms of the RFSQ. Respondents will first be short-listed on the basis of the evaluation of their responses to the functional requirements, price, LMS integration UAT, and IRMQ audit. Short listed Respondents will then be invited to enter into negotiations with the Bookstore.

A.7 PRIVACY AND SECURITY

Short-listed Respondents will be required to participate in an Information Risk Management Questionnaire (IRMQ) audit process which will cover standards related to the protection of personally identifiable information, protection of intellectual property, information security practices, access control practices, monitoring practices, business continuity planning, capacity and scalability of architecture, and so on. Respondents should note that their privacy policies would be made available to members of the University community.

Please refer to **Schedule B – Information Risk Management Questionnaire** for more information.

A.8 SYSTEM INTEGRATION

The University is interested in solutions that provide seamless integration of the described functionality and as such will evaluate Respondent solutions on the quality and breadth of interoperable solutions. The University is looking to have data from the ARS made available to other systems through automated means. The list of systems include but are not limited to its student information systems (e.g. ROSI), and learning management system (e.g., Blackboard).

Please refer to **Schedule A – Requirements & Specifications Form** and **Schedule C – University's Learning Portal Integration** for more information.

B. MATERIAL DISCLOSURES

B.1 PAYMENT SCHEDULE AND PAYMENT TERMS

The University's standard payment terms are net thirty-five (35) days meaning payment will be issued for each invoice thirty-five (35) days from the invoice date. The specific payment schedule and terms will be negotiated with the UofT Bookstore.

B.2 INTERNET AVAILABILITY

The majority of podiums in classrooms and lecture halls in the University are connected to the Internet using Ethernet connection. Not all classrooms and lecture halls have Wi-Fi connection. In some locations there are neither Wi-Fi nor cellphone signals.

B.3 UNIVERSITY CAMPUSES

The University has three campus locations: St. George Campus (downtown Toronto), Mississauga Campus (UTM), and Scarborough Campus (UTSC). A single lecture might be broadcasted from one campus to another via videoconferencing or similar technology.

B.4 CREDENTIALING AND AUTHORIZATION

The University assigns a unique, persistent identifier to all community members called the UTORid. The University implements two categories of 'level of assurance' (LoA) to assign access to online services: standard and high. Standard assurance is implemented with passwords between 8 characters and 32 characters. High assurance is implemented with a cryptographic smartcard (x.509) product and a one-time password (event-based) product. Most University online service providers – internal and 'cloud' can support both levels of assurance. At a minimum, they support the standard LoA.

Higher assurance authentication is required for users that handle private and confidential information on behalf of others (e.g. Registrars and other University administrators who handle student data).

The authentication services available to service providers are: web single sign-on via SAML 2.0 and Active Directory. The SAML 2.0 service includes support for Higher Education access federations such as the Canadian Access Federation and InCommon. OAuth2/OpenID Connect technology support is scheduled for the near term

B.5 IT ENVIRONMENT

The University is currently going through an LMS selection process. Currently, its main LMS is Blackboard Learn 9.1 and is referred to as the Learning Portal. We reserve the right to change our LMS, and all Respondents should speak to interoperability with major LMS solutions currently available in the marketplace.

B.6 CONTRACT PROVISIONS

Any resulting Agreement should include the following provisions:

B.6.1 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

B.6.2 FIPPA

The Successful Respondent and the University acknowledge and agree that FIPPA applies to and governs all Records and may require the disclosure of such Records to third parties.

C. RATED CRITERIA

The following is an overview of the process, categories and weighting for the rated criteria of the RFSQ.

Rated Criteria Category	Weighting (Points)	Minimum Threshold (points)
C.1 Experience and Qualifications	05	N/A
C.2 Functional Requirements (including LMS integration)	35	25
C.3 Methodology and Implementation Approach	10	N/A
C.4 Technical Support, Training, and Documentation	05	N/A
C.5 Service, Maintenance and Support	15	10
C.6 Pricing Model	30	N/A

Total Points	**100**	

C.1 EXPERIENCE AND QUALIFICATIONS – 05 POINTS

Each Respondent should provide the following in its Proposal:

a) A brief description of the Respondent (no more than ½ page);
b) A description of the goods and services the Respondent has previously and/or is currently delivering, specifically the firm's experience in providing the Deliverables, including integrating with SAP; what distinguishes the firm from its competitors; and services the firm offers that its competitors do not;
c) The roles and responsibilities of the Respondent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise;
d) Its knowledge, skills and expertise for the Deliverables in a teaching environment or multi-user facility;
e) A Reference Form in accordance with the instructions set out in the Form attached as Appendix D to the RFSQ including a list of references from other users of the described Solution; references should also focus on ease of use and ongoing reliability of service(s). References should reflect experiences within the last 5 years (2011–2016).

Higher points will be awarded to Respondents that exceeds the University's expectations.

C.2 FUNCTIONAL REQUIREMENTS – 35 POINTS

Functional requirements will be rated based on completeness, quality, functionality, technology and proven performance of the requirements outlined in Sections A.2 and A.3 above and submitted in Schedule A. Respondents should provide details on how their proposed solution meets the requirements. If the requirements are not met, please provide an explanation, including any suggestions on an alternative and its feature benefits for the University. Points will be allotted as follows:

a) Common Criteria – 03 points
b) Ease of Use – 07 points
c) Performance – 08 points
d) Reliability & Availability – 08 points
e) System Requirements – 05 points
f) Accessibility – 02 points
g) Environmental Considerations – 02 points

Higher points will be awarded for an integrated solution that exceeds the University's expectations.

C.3 METHODOLOGY AND IMPLEMENTATION APPROACH – 10 POINTS

The University is looking for the Respondent to help facilitate a comprehensive, well-orchestrated and seamless implementation and deployment of the solution. Respondents should describe their approach and methodology for each phase. Performance and feedback should be continuously monitored and issues addressed immediately. The types of questions to be addressed include, but may not be limited to:

a) Describe the project management resources your organization has to support this implementation and deployment;
b) Describe the project management methods and tools to be used in support of this implementation project, including a description of how the Respondent will report on completed Deliverables and how it intends to structure its working relationship with the University;
c) Include a project plan for the proposed solution that includes timelines, roles, and responsibilities and time commitment requirements from both the Respondent and the University;
d) Identify any risks and assumptions (from a staffing perspective and the deployment of the solution) the Respondent envisions and how those risks will be managed;
e) Describe, by providing an example, how you have taken corrective action during an implementation;
f) Describe your anticipated timelines to implement the solution, including justification for the timelines.

Higher points will be awarded to Respondents that exceed expectations.

C.4 TECHNICAL SUPPORT, TRAINING & DOCUMENTATION – 5 POINTS

The Respondent's should describe the types and breadth of technical support (services provided, service levels, etc.) provided and training and documentation that will be administered and documented as per the requirements in Section A.

Higher points will be awarded to Respondents that exceed expectations.

C.5 SERVICE, MAINTENANCE & SUPPORT – 15 POINTS

The Respondent's Proposal should describe the annual maintenance and support and any value-added services provided as part of the solution as per Section A.

Higher points will be awarded to Respondents that exceed expectations.

C.6 PRICING MODEL – 30 POINTS

The Respondent's Proposal should describe their pricing model including tiered rates, volume discounts, educational discounts, licensing costs, implementation, professional services, etc. Respondents must disclose all details of their pricing models, including, for example but not limited to, differential licensing and renewal rates, re-registration of second-hand hardware rates, etc.

Per Head Licensing (either in sales to students via our Bookstore, and/or for departmental bulk purchases through our Bookstore), including warranty and buy-back programs

Higher points will be awarded to Respondents that provide pricing models that are competitive, simple, and easy to understand.

D. PRESENTATION AND/OR DEMONSTRATION

The University may, at its sole and absolute discretion, decide to move forward with presentations/demonstrations from short-listed Respondents after Stage II – Rated Criteria.

During any presentation/demonstration, the evaluation committee will be looking for greater clarity and information on the Respondent's solution, functionality, features, implementation, service and timelines, etc. Further information regarding the presentation/demonstration may be issued to these short-listed Respondents.

As part of the presentation/demonstration, the University evaluation committee may require the short-listed Respondents to provide access to their proposed devices and/or a test environment (working demo), at no additional cost, so the University can conduct hands-on assessment of the user interface, performance, and any other requirements.

The University reserves the right to revisit and adjust the points allocated to a Proposal as per Section C. Rated Criteria, taking into consideration the information presented by the Respondent during this phase.

SCHEDULE A: REQUIREMENTS AND SPECIFICATIONS FORM

The following is a list of requirements and specifications for the solution. For each requirement, the Respondent should indicate whether the proposed solution satisfies the requirement with one of the below “Provided” codes:

Y = Yes

N = No

The expectations and requirements list should be answered with a ‘Y’ or ‘N’ indicating if your company or product has the listed requirement, with the opportunity to provide further details where needed for any of the questions.

Only answer “Y” if the functionality is available in the core product offering. If the functionality is achieved with **3rd party add-ons**, please answer “N” but include the additional information with a whole language description.

Respondents should anticipate being asked to prove any or all of the assertions put forth in their response to this RFSQ. For example, if a Respondent affirms LTI compliance, the University may ask the Respondent to prove this assertion via demonstration.

TABLE 1: CORE REQUIREMENTS

	Item	Description	Provided?	Explanation and Cross Reference
1	**General**			
1.1	Ability to associate licenses and or devices with student ID	The standard UofT ARS administrative system should be compatible with the University's identity management and authentication protocols and processes ("UTorID").		

	Item	Description	Provided?	Explanation and Cross Reference
1.2	Ability to pre-associate devices with student ID without being physically present (over the Internet)			
1.3	Ability to register devices later, after a session			
1.4	Ability to split class into teams			
2	**Handheld Devices**			
2.1	Radio frequency mode, non-infrared			
2.2	Multiple choices	Supports at least 5 answer choices		
2.3	Response indicator (e.g. green light for received, red for otherwise)			

	Item	Description	Provided?	Explanation and Cross Reference
2.4	True or false buttons			
2.5	Ask a question button			
2.6	Supports text input			
2.7	LCD display			
3	**Base Station**			
3.1	With display			
3.2	Communicate with computer via USB 2.0			
3.3	Support USB 1.1			
3.4	Range	Please state the maximum guaranteed operational range between the handheld devices and the base station.		

	Item	Description	Provided?	Explanation and Cross Reference
4	**Software**			
4.1	Independent of other software	Other than the operating system, the solution should not be dependent on other software in order to function		
4.2a	Types of questions: Multiple Choice			
4.2b	Text Input			
4.2c	True or False			
4.3	Questions can be created spontaneously			
4.4	Batch input of questions			
4.5	Live tallying of number of responses			
4.6	Results are automatically saved			

	Item	Description	Provided?	Explanation and Cross Reference
4.7	Questions can be re-polled	Questions can be re-polled (re-run) during the same user session.		
4.8	Question Bank	Questions can be accessed from a user-generated and/or institutional question bank		
4.9	Export of results	It should allow the instructor to capture the data for use in other data manipulation applications, including but not limited to Excel, Access, and SPSS.		
4.10	Lite mode	The standard UofT ARS software should give instructors the ability to turn off features or enable a "simple" version of the software in order to minimize student distractions and accelerate the polling process.		
5	**Modes of Communication**			
5.1a	Single site offline mode Ability to operate offline			

	Item	Description	Provided?	Explanation and Cross Reference
5.1b	Guaranteed number of students able to support simultaneously	e.g., 20, 50, 100, 200, 500, 1000, 1500, 2000+?		
5.2	Multisite online mode	Some of our courses are offered simultaneously in more than one physical location; those courses would require an ARS solution that allows students in those multiple locations to participate in the same polls and activities, regardless of location. (Please also see Section 7.1 below).		
5.3a	Mobile mode: Ability to operate via WiFi or cell phone network (e.g. 3G/4G)	The majority of podiums in classrooms and lecture halls in the University are connected to the Internet using Ethernet connection, but not all classrooms and lecture halls have Wi-Fi connection. In some locations there are neither Wi-Fi nor cellphone signals. Please make sure to describe how your solution would function under such conditions.		

	Item	Description	Provided?	Explanation and Cross Reference
5.3b	Ability to operate via SMS	For the standard UofT ARS, any SMS option should use a 10-digit number for dialing, as several phone service providers in the GTA do not support short code dialing.		
5.3c	Mixed mode	The ability to conduct ARS activities with an audience that uses handheld devices, wifi-connected personal devices or mobile phones, laptops, and SMS.		
6	**Mobile Operation**			
6.1	Identical operation	The solution should provide identical functionality to a handheld device and be fully compatible with its back-end administrative systems		
6.2	Platform agnostic	The solution should be relatively platform-agnostic, and compatible with iOS, Blackberry, Android, and Windows Mobile, where possible.		

	Item	Description	Provided?	Explanation and Cross Reference
6.3	Native app	A native app version tied to the user's device is preferable to a strictly browser-based version.		
6.4	Browser-based version	A solution which relies only on a browser, regardless of the device and operating system		
6.5	Device switching	Mobile license solution should be able to carry over through the standard registration process in the event a student changes devices in the course of license term, and vice-versa.		
7	**Server and Website**			
7.1	Number of sites in multisite mode	The standard UofT ARS should work simultaneously at multiple distributed sites, allowing the compilation of results for classes being taught synchronously in more than one location, for example via video-conferencing. (2, 3, 4, 5)		
8	**Site-wide administration**			

	Item	Description	Provided?	Explanation and Cross Reference
8.1	Ability to tie all instructor accounts to a site-wide account for administration			
8.2	Ability to disable certain modes of communication			
8.3	Ability to disable grading or participation scoring			
8.4	Reporting	Ability to produce site-wide reports.		
9	**Integration**			
9.1a	Integrates with other software: MS Word	While the solution should not be dependent on other software to function, ability to integrate with other software is welcomed		
9.1b	MS Excel			

	Item	Description	Provided?	Explanation and Cross Reference
9.1c	MS PowerPoint			
9.2	Integrates with Learning Management Systems (LMS):	For roster-building and grading purposes, the standard UofT ARS should have integration with most major Learning Management Systems. Respondents should provide details on their integration, including risks and assumptions.		
9.3	LTI and related Standards	The solution supports LTI, QTI, CALIPER and other international Learning Technology standards		
9.4	Application Programming Interface (API)	Please describe any application programming interface users will be able to use.		

SCHEDULE B: INFORMATION RISK MANAGEMENT QUESTIONNAIRE (IRMQ)

Instructions:

a) Short-listed Respondents will be required to provide the information requested in the Information Risk Management Questionnaire (IRMQ) Form. Please see http://its.utoronto.ca/services/67 for more information.

b) The University shall provide short-listed Respondents with a copy of the IRMQ to complete. This will be after Stages II and III of the evaluation.

c) Respondents must provide their responses directly in the provided form and should submit the completed form within three (3) weeks from the receipt date.

d) In the IRMQ, Respondents are to complete the section(s) relevant to this project. Do not complete sections that are not relevant.

e) In order to expedite the completion of the IRMQ, please provide supporting details where appropriate rather than simple 'Yes' or 'No' answers. This is especially important if your answers indicate that a threat or risk exists.

Only the short listed Respondent(s) that has their IRMQ responses judged acceptable in Stage III of the evaluations will be selected for contract negotiations. For the purpose of expediency, the University may invite the short listed Respondent(s) for contract negotiations before completing their IRMQ review. During the IRMQ review process, Respondents may be asked to supply more details. The selected Respondent's IRMQ review must be judged acceptable before awarding of a contract.

SECURITY AND PRIVACY PROTECTIONS

The University of Toronto takes privacy very seriously. It is subject to, and is committed to the requirements of, the Freedom of Information and Protection of Privacy Act (FIPPA). Personal information (PI) is information about personally identifiable individuals, including name, e-mail address, e-mail message contents and other personal data.

The Successful Respondent will be accountable for the protection of confidential and sensitive information, including Personal Information, whenever such information is accessed, processed, exchanged or stored, or otherwise handled by the Respondent or any of its representatives, including without limitation whenever such information is transferred among any of, the Respondent, its representatives and the University.

SCHEDULE C: UNIVERSITY'S LEARNING PORTAL INTEGRATIONS

Learning Portal (the "Portal") Integrations extend the functionality of the Academic Toolbox (or Learning Management System (the "LMS")) used at the University of Toronto. They add new tools and capabilities to the LMS. Integrations may allow the University access to vendor content, extend grading or assignment capabilities, or provide an alternative to existing services. New Integrations come out all the time and many faculty are interested in being able to use them within their courses. In order to use the extensions and alternate "apps" at the University, they first need to go through an integration process.

Respondents **must** pass the integration testing before any award of contract.

Overview of the Integration Process

As exciting as it may be to use a new tool or access new content, it must be remembered that the Portal is an indispensable part of the University's learning environment. As such, it must remain secure and stable: a poorly designed or tested Integration could compromise the system and lead to security breaches, system slowdowns, or even complete service interruptions.

In order to make sure that the Portal functions as well as possible and maintains student confidentiality and security, Information Technology Services (ITS) has developed a process that allows for testing and verifying any Integration before it is allowed to be used within the Portal.

1. INITIAL INTEGRATION REQUEST

In order to properly assess a third-party program, Respondents need to provide some initial information. During this step, the Respondent will provide a brief description of the integration, an overview of its academic value, and contact information for a Respondent representative.

2. PRODUCT REVIEW

a. **Security Review**
During this step, ITS staff, working with Information Security specialists, will conduct an Information Risk & Risk Management (IRRM) audit based on the information provided in the completed IRMQ Form (Schedule B).

b. **Functionality Review**
Concurrent with the IRMQ, the Respondent will be asked to provide information that describes the functional structure of the integration. This includes areas such as compliance with AODA requirements, support structures, and other areas dealing with end-user functionality. Respondents must be willing to co-operate with the University and provide the requested information in a timely fashion. The University reserves the right to eliminate a Respondent

from evaluation or terminate all negotiations with the invited Respondent if they are unable to meet our expectations.

3. CONTRACT REVIEW

This step consists of a review of the contract conditions, Terms of Service (TOS), End-User Licensing Agreements (EULA), and other conditions that the Respondent wishes either the University or the faculty and student end users to be bound by (see Section 3.6 for more information). The University of Toronto adheres to the principle that its end users should not be required to agree to Terms of Service agreements on an individual basis when accessing enterprise services and solutions (through click-throughs or any other mechanisms). Where possible, the University prefers service agreements and licenses that are between providers and the University, and not between the provider and individuals.

ITS staff will work closely with Procurement Services to carry out this step and will engage other relevant University offices, as needed.

4. TESTING

Before the integration can be made available to the campus community, it will first be loaded on a test server. During this step, ITS staff will thoroughly test the integration to be sure that it functions as described and does not present any security or reliability concerns. Respondents may be given an opportunity to rectify any deficiencies and address any issues.

5. INTEGRATION

Assuming that negotiations and test results are acceptable, the integration will then be loaded onto the production server and made available for use.

6. USAGE MONITORING

Once the integration is in place, staff will monitor its usage levels to determine that it remains a viable tool. If the integration is no longer needed or used, it may be removed.

Requests for integration testing will be submitted to the short-listed Respondents via email by the University Contact identified in Section 1.2. Any indication that an educational review of the 3rd party extension has been performed and that the integration was found to have potential value to students within the department or college would further assist the proposal.

Respondents should note that an integration process can take several months or more to complete, depending on the level of cooperation and preparedness of the Respondent in question; there have been several cases where security or technical flaws were discovered during the product review or testing phases, and the company needed extra time to fix their product before integration.

SCHEDULE D: COMMON CRITERIA

The University of Toronto has developed a set of Common Criteria, or essentials principles, that can be used to determine the acceptability of services and solutions for inclusion in the Academic Toolbox at the University of Toronto – including on-premises solutions, managed hosted solutions or Software-as-a-Service (SaaS) cloud-based solutions.

A. Information Risk, Security, Privacy

Does the solution protect sensitive information, such as student data or intellectual property from being put at risk?

When considering services and solutions for use at the University of Toronto, it is essential to understand the risk to the University that such services and solutions present. Risk to the University through the use of information services can occur for many reasons – threats to private or personally identifiable and other sensitive information, or vulnerabilities in the software, hardware, out-sourced or built-to-order components.

All Respondents will be required to participate in our Information Risk and Risk Management (IRRM) audit processes which will cover standards related to the protection of personally identifiable information, protection of intellectual property, information security practices, access control practices, monitoring practices, business continuity planning, capacity and scalability of architecture, and so on (see link to Information Security Guidelines in the Background Reading section on the right side of this page). Respondents should note that privacy policies would be made available to members of the University community.

B. Tool Interoperability and Integration

Does the solution allow the University to take advantage of international standards for interoperability and integration?

In considering proposed services and solution, it is recommended that Respondents should be able to demonstrate that the solution allows the University to leverage international standards regarding the interoperability of teaching and learning tools. Examples should include the Learning Tool Interoperability (LTI) standard, the IMS Common Cartridge format, the Question and Test Interoperability (QTI) standard, and the Sharable Content Object Reference Model (SCORM), etc. In particular, software or solutions delivered through a web browser should include a secured Application Programming Interface (API) to allow authorized system to interact with the data held behind the interface.

The university is committed to the inclusion of students who may not have access to mobile devices, but is interested in leveraging the benefits of BYOD (Bring Your Own Device) where feasible, and therefore, solutions and services should ideally be Operating System-agnostic, and where applicable, they should work with all contemporary web browsers. As such, the University is also interested in leveraging mobile access (either through a responsive web interface or multiple-OS-specific apps).

C. Single Sign On / Identity Management

Does the solution allow our users to have a seamless login experience, and the ability to move from one application to another within the toolbox?

The primary credential at the University is UTorID, which consists of a user ID and password pair. Passwords can be alphanumeric, and between 8 characters and 32 characters. Current authentication technologies include Shibboleth Identity Provider (SAML 2.0), Active Directory, LDAP v3, and Kerberos. Multi-factor authentication is required for users that handle private and confidential information on behalf of others (e.g. Registrars and other University administrators who handle student data). The standard device is an eToken USB key, supplied by SafeNet, which contains X.509 certificates. One-Time-Passwords (OTP) must be used on devices that cannot accommodate USB keys (e.g. IOS devices) – the University uses key fobs or client software supplied by SafeNet. Active Directory contains user's X.509 certificates.

D. Authorization

Does the solution allow for different kinds of roles (for example, a different experience for an instructor versus a student, or between an instructor and professional staff administrator)?

Authorization gives users permitted access to what they need to see or do within the system/tool, and this access is in compliance with the defined role of the user. Access for users has to be screened with enough granularity to limit the risk to inadvertent exposure to information to users that is not intended for their use. Enterprise LDAP repositories include Active Directory and OpenLDAP, each of which is used for coarse-grained authorization. Fine-grained authorization (i.e. the fine-grained levels required by applications that are required to support privacy and confidentiality) is usually supported within applications (e.g. via database tables) or with localized LDAP repositories (e.g. a local LDAP server). Within the risk and security parameters stated about, the University is particularly interested in solutions which allow an instructor or professional staff to have an authentic "student view" for instructional design and planning purposes.

E. Student and Human Resource Information System Compatibility (SIS and HRIS respectively)

Our SIS and HRIS systems are the authoritative source for information about members of our community. Does the solution work well with our SIS and HRIS systems (can data flow properly to and from our main systems)?

Repository of Student Information (ROSI): The University has a mainframe-based custom built Student Information System. This system supports the administrative functions of the academic lifecycle. The main subsystems are: Admissions, Course and Program offerings, Registration and enrolment, Student Fees, Awards, Grading, Convocation, and Transcripts.

Much of the student data are considered private and confidential and access is provided on a need-to-know basis. Requests for non-public ROSI data are subject to senior management approval and require a signed non-disclosure agreement. Course and Program data are considered public and are available from ROSI and other sources (e.g. On-line Calendar system).

A limited number of formats are supported by ROSI (CSV, Fixed Record Length). Batch jobs are usually required to export data, which are retrieved via sftp from a secure server, however, the University is increasingly committed to moving away from batch processing. Authorized VPN access is required to establish the sftp connection. Asynchronous Record-by-record access can be supported via message-oriented middleware (WebSphere MQ) and secure (HTTPS) RESTful-style Services are beginning to be supported. SOAP is an option, with WS-Security and SAML 2.0 tokens. IBM LTPAToken2 is an alternative token option if both end-points support it.

Human Resources Information System (HRIS): Very limited content is available from the HRIS system. All data are provided on a strict need-to-know basis. Requests for HR data are subject to senior management approval.

F. Record Discovery, Curation and Preservation

Where a solution creates intellectual artifacts (and related metadata) does it allow the University (and its users) to access those artifacts, for both research and operational purposes? Does the solution allow us to store the artifacts in repositories of our choosing?

Relating to the interoperability criteria, tools should not operate in silos and the information should be accessed appropriately between tools, and organized in standardized, accessible manners that support the intended use. In appropriate contexts, proposed solutions and services will need to comply with standards for harvesting records for discovery and the ability to capture preservation, rights, and descriptive metadata in standard and interoperable formats. Standard protocols for moving documents and their metadata between systems to ensure interoperability with related systems will also be important. Vendors may be expected to demonstrate that that data can be extracted under reasonable parameters, as the risks of data loss and hidden costs in preserving data must be considered. Records that are stored with open access and within internal access should be considered with respect to rights and permissions.

G. Learning Analytics and Business Intelligence

Can the University access data and metadata generated by the use of the solution for both research and operational needs?

Proposed solutions and services should allow the University of Toronto to have unrestricted access to the data generated by its users without any additional costs and ideally through unrestricted APIs. The University is particularly interested in the growing field of Learning Analytics, including standards, (eg. IMS CALIPER), solutions and services that would allow us to maximize the use of learning analytic tools (see link in the Background Reading section to the right for more details). Furthermore, the University of Toronto Business Intelligence group performs extraction, transformation, loading and other types of data warehousing activity using assorted Informatica and Cognos tools, and proposed services and solutions should be compatible with this activity. Likewise, the University seeks to limit the extent to which 3rd party vendors and providers can use our data and metadata for other purposes, save the effective running of the service, and in all cases, would require contractual and/or written consent before access to our data is granted.

H. Terms of Service

In order to use the solution, are users required to click independently on a Terms of Service agreement that may contain problematic language, or is there a University-wide Terms of Service that protects the interests of our users?

It is the position of the University of Toronto that its end users should not be required to agree to Terms of Service agreements on an individual basis when accessing enterprise services and solutions (through click-throughs or any other mechanisms). Service agreements and licenses are between providers and the University and not between the provider and individuals. Respondents should note that ToS documentation would be made available to members of the University community.

I. Copyright / Intellectual Property / Content Control

Does the solution's contract or Terms of Service make claims on the intellectual property of our users, or define other restrictions on use that are not compatible with University practice or policy?

It is the position of the University of Toronto that matters related to intellectual property ownership are governed by internal university policies, and no supplier of services and solutions should make any ownership or transfer claims on intellectual property and content created using the service or uploaded to it. The University reserves the right to grant non-exclusive licenses to external suppliers of services. Likewise, any copyright compliance mechanisms in any proposed solutions or services must reflect and be consistent with Canadian copyright legislation.

Furthermore, it is the position of the University of Toronto that matters related to how content is managed and controlled are governed by internal university policies, and no supplier of services and solutions should place attempt to define those matters independent of the University. For example, the determination of objectionable activities (for example, the uploading of 'obscene' material) is solely within the purview of the University, and Respondents should not propose terms of service that set limits on the University's determination in these matters.

J. UI Design, Branding

Does the solution allow us to control the user interface design and/or brand the experience?

The University is particularly interested in solutions and services, which allow us to have maximum control over branding and design elements. Ideally, this could mean 'white labelling' so that it is the University's brand and name that appears to end users, not the product or company name. Administrative access for User Interface control is, therefore, an asset. Administrative controls that support the use of branding that can enhance the student experience and allow for institutional "pilot testing" and rating of tools for use in different circumstances is an asset as well.

K. AODA Compliance

Question: Is the solution AODA compliant?

In considering proposed services and solution, Respondents will need to demonstrate that the solution allows the University to meet its legal obligations and requirements with regards to the Accessibility for

Ontarians with Disabilities Act (AODA). Responsive design is a key criterion at the University. For more, please visit: http://www.aoda.utoronto.ca

L. Classroom Technologies

If the solution is meant to be used in a classroom, is it compatible with the University's classroom technology standards?

Technologies or solutions that are meant to be used in the University's standardized classrooms must be compatible with the specifications and configurations maintained by each of our relevant campus-based space management groups, for example, the division of Academic & Campus Events, which is responsible for standardized classroom technologies at the University's downtown campus. This includes projection, audio, lighting and teaching station standards. Information about current specifications, configurations and standards may be found on the ACE website (http://www.osm.utoronto.ca/). Respondents should also make themselves familiar with relevant institutional policies and guidelines, including but not limited to Provostial Guidelines, as they relate to fee-based classroom technologies (for example, Audience Response Systems / 'Clickers').

M. Hardware Standards – On-Prem, Managed Hosting or SaaS/Cloud

Does the solution meet the University's technical standards and specifications?

Relevant University-based Information Technology Service teams reserve the right to evaluate the tools according to their current technical infrastructure standards. As mentioned above, the University of Toronto will be pleased to receive all relevant proposals, including solutions that may be on premises, in a managed hosting environment, or SaaS / cloud-based solutions. All proposals will have to meet our IRRM standards, regardless of where they are hosted (see Section A above). All proposals will need to include a Business Continuity plan and proof of scalability. Vendors are expected to demonstrate viability of their product within the institutional network, including providing local evidence of successful integration. Relating to the User Experience, the success of a third party tool may be impacted by the internal vs, external hosting party. SaaS /cloud-based solutions should include testing, data retrieval parameters and third party software hosted at the university are subject to different criteria that internally developed solutions. However, for on-premises solutions, using equipment that will be located in one or more of the University's tri-campus data centres (DCs) and managed by a relevant University-based Information Technology Service, specific vendor and configuration requirements will need to be met. This includes all server, storage and networking equipment. Furthermore, application software must be compatible with a virtualized IT infrastructure. All on-premises solutions are subject to the approval of the IT departments that manages the relevant DC. The relevant University-based Information Technology Service teams should be involved during the development stages of new tools, in order to proactively identify and manage risk at the outset.

N. Exit Strategy and Change Resilience

How difficult would it be to stop using the solution, and/or transition to another solution? Are there any protections in place regarding significant changes being made to a solution while it is in use?

Technology changes rather quickly, and the University recognizes that change may affect our ability to continue using a tool or solution, sometimes without notice. The University is committed to working with solution providers regarding both an exit strategy from a tool, and also to mitigating the negative effects of vendor-driven changes in functionality and/or business practice. In this regard, the University will be looking for evidence of how its content is curated (see Section F above), and for exportability of that content (not just as a theoretical construct, but actual demonstrations of exportability). As always, the University is very interested in content export solutions and methods that are standards based (e.g. Common Cartridge, SCORM, etc.).

By general principle, the University prefers to incorporate change resiliency into contracts through limits on a provider's actions to make unannounced, unscheduled, undocumented, and/or, unapproved changes to its products or business practices (or at the very least, lets the University set the timing around upgrades) during the life of the contract. The University is also very interested in contractually accessing a vendor's product enhancement process, particularly one where the University has the ability to provide direct, documented input into a solution's improvement (we would like to see proof that a vendor takes our recommendations seriously).

O. Support & Professional Development

Does the solution provider include professional development and a proper support strategy with their solution?

Support for the use of educational technologies at the University of Toronto is provided by a highly diverse network of professionals who may be employed at the program, departmental, or divisional level, or in a central support unit. Respondents should have robust support systems in place to work with our professionals, and in some cases, our community members, including relevant Service Level Agreements, case tracking and resolution processes, and cost-effective professional development and training services. In the case of Open Source opportunities, solutions should be supported by an active community network or be supported by a contracting service agency.

P. Pedagogical Drivers

Can the solution provider provide research into the pedagogical value of the solution?

Instructional decision-making and the assessment of pedagogical value related to the use of a particular solution is ultimately at the discretion of the University of Toronto's instructors/departments. Furthermore, it is acceptable to consider that not all tools will be appropriate in all contexts, nor for all users, nor for all learning objectives and outcomes. However, it is highly recommended that solution providers be able to demonstrate that the intended use of a tool is grounded in education theory and evidence-based pedagogy. The educational value of a tool should be explicitly outlined (e.g., where appropriate, demonstrated through scholarly research and/or rigorous systematic design evaluation), and related to the needs of users.

Q. Cost-Benefit / Pricing

Is the cost of the solution consistent with a cost-benefit analysis?

As a publicly funded institution, the University of Toronto encourages supplier competition to obtain value for money, and uses a variety of procurement tools and methodologies to ensure cost-effective solutions.

The University of Toronto recognizes that educational technologies and methodologies are important parts of pedagogical practice and can contribute to the enhancement of teaching and learning. The benefits of educational technologies are known, and Respondents should target the needs of the institution from a cost-benefit analysis. Nonetheless, as a public institution, with budget constraints, the University is committed to cost-effectiveness, especially if any services or solutions involve direct-to-student costs that may be onerous. In general, the University would prefer easy-to manage licensing schemes, (for example, not on per-server basis), but based on a more inclusive and auditable set of user criteria (for example, the ability to track use by division or role). All proposals should include a Business Continuity plan. Respondents should be familiar not only with the needs of the marketplace, but also with comparative market pricing for educational technologies, and price their solutions accordingly, relatively, and realistically. Respondents should also make themselves familiar with relevant institutional policies and guidelines, including but not limited to the Provostial Guidelines on the Use of Digital Learning Materials, and the policies and guidelines of our Procurement Services <http://www.procurement.utoronto.ca>.