

# Request for Proposal

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**INSTITUTION:** University of Ontario Institute of Technology  
("Ontario Tech University")

**RFP NAME:** CRWC Interior Renovations (Smoothie Bar)

**RFP #:** RFPOT07292022B

The Request for Proposal (RFP) package includes instructions, terms & conditions, and forms. Proposal prices shall remain in effect for a period of (120) days from the Closing Date.

## 1. Table of Contents

Request for Proposal.....	1
1. Table of Contents .....	1
2. RFP Schedule.....	2
3. Site Meeting.....	2
4. Introduction.....	2
5. Associated Bid Documents .....	3
6. Description and Scope of Work .....	3
7. Deliverables.....	3
8. Documentation.....	6
9. Health and Safety .....	7
10. Sustainability .....	8
11. Questions/Enquiries .....	9
12. Submission of Proposals .....	9
13. Evaluation and Selection Process .....	9
14. RFP Terms & Conditions.....	11
15. APPENDIX A – SUBMISSION FORMS.....	21

## 2. RFP Schedule

Description	Date
Issue Date:	July 29, 2022
Site Meeting	August 4, 2022 @ 10:00am EST
Questions/Enquires Due Date:	August 8, 2022 @ 3:00pm EST
Responses to Questions Date:	August 10, 2022 @ 5:00pm EST
Closing Date:	August 15, 2022 @ 11:00am EST

- a) The dates set forth in the table above will be observed by ONTARIO TECH and all Proponents engaged in the procurement process, except as otherwise amended in accordance with the terms herein. ONTARIO TECH reserves the right, in its sole discretion, to extend any date and will communicate any such extension to Proponents electronically, by posting the amended date to the website: [www.biddingo.com](http://www.biddingo.com).
- b) Proponents are solely responsible for monitoring [www.biddingo.com](http://www.biddingo.com) in inform themselves of any changes to the RFP Schedule or procurement process.

## 3. Site Meeting

- a) There will be a site visit at the date and time listed in the RFP Schedule. The meeting will take place at the Campus Recreation and Wellness Centre (CRWC) located at 2000 Simcoe St. N, Oshawa (Avenue of Champion). Please meet at the main entrance lobby of the building at the date and time listed on the RFP Schedule.
- b) If you'd like to attend the Site Meeting, please RSVP to Donny Gough at [donny.gough@ontariotechu.ca](mailto:donny.gough@ontariotechu.ca) on or before the Site Meeting Date/Time.
- c) A site visit is recommended to gain a complete understanding of the application and verification of the fixture counts.
- d) Proponents are encouraged to attend the site meeting to fully inform themselves as to all existing conditions and limitations and so they may include for this in their Financial Proposal. No claims will be considered for extra work, expense or difficulties encountered due to conditions of the site which were visible upon or reasonably inferable from an examination of the site.
- e) Visitors must adhere to all ONTARIO TECH health and safety protocols with respect to COVID-19, including wearing minimum level 1 medical grade face masks.

## 4. Introduction

### 4.1. Ontario Tech University

A modern, forwarding-thinking university, Ontario Tech University advances the discovery and application of knowledge to accelerate economic growth, regional development and social innovation. We inspire and equip our students and our graduates to make a positive impact in a tech-focused world. For us, it's not only about developing the next tech breakthrough. Understanding and integrating the

social and ethical implications of technology differentiates us as university. Learn more at [ontariotechu.ca](http://ontariotechu.ca).

## 5. Associated Bid Documents

- a) Appendix B – Mandatory Terms
- b) Drawings and Specifications
  - i. Drawings
  - ii. Specifications
  - iii. Mechanical
  - iv. Electrical
- c) Price Bid Form
- d) Relevant ONTARIO TECH policies (including but not limited to those identified below) accessible at: <https://usgc.ontariotechu.ca/policy/policy-library/index.php>

## 6. Description and Scope of Work

The University of Ontario Institute of Technology (“ONTARIO TECH”) is seeking proposals from general contractors to complete interior renovations to an existing space at the Campus Recreation and Wellness Centre (CRWC) for a new Smoothie Bar in the North Oshawa Campus, as further described in the Deliverables.

## 7. Deliverables

Bid submissions should include responses that demonstrate Proponent’s ability to meet each of the following Deliverables.

### 7.1. General Requirements

- a) The Proponent will be responsible for:
  - i. Completing all works as described in the Associated Bid Documents and in a coordinated effort with ONTARIO TECH.
  - ii. Ensuring that all works described herein meet all standards and requirements set by all applicable codes and other governing authorities
- b) Proponent will restore areas damaged during construction.
- c) All finishes to be reviewed and approved by ONTARIO TECH & the project consultants.
- d) Proponent will provide as-built drawings and warranties at the completion of the project.
- e) Proponent must adhere to all current campus safety guidelines.
- f) ONTARIO TECH will provide city permit.
- g) All food service equipment to be supplied by ONTARIO TECH. Installation of this equipment to be coordinated through ONTARIO TECH but is the responsibility of the successful Proponent.

## **7.2. Drawings and Specifications**

Please refer to Drawings and Specifications listed in the Associated Bid Documents for full details.

## **7.3. Project Schedule**

- a) Proponents are cautioned that the ability to complete the Work within the stipulated time period will be one of the factors considered in the award of the Contract. The schedule may require weekend work to accommodate continued facility operations.
- b) Upon commencing work on site, all work must continue until completion without delay or work stoppage unless instructed otherwise by ONTARIO TECH and to accommodate continued facility operations.
- c) The Proponent may perform the work at any time during the week and weekend but ONTARIO TECH may require that work be restricted at certain times, and will provide a minimum of 3 days written notice of such times. The Proponent must comply with City of Oshawa Noise By-Law 6917-14.
- d) The Proponent shall refrain from work on Statutory Holidays recognized by ONTARIO TECH. Under special circumstances, approval may be given for work on Statutory Holidays, at the discretion of ONTARIO TECH. The Proponent will submit written notification at least four (4) days in advance of the Statutory Holiday on which they desire to work, indicating the location and nature of the work to be performed. The Proponent must obtain written permission from ONTARIO TECH authorizing work on a specific Statutory Holiday.
- e) Work shall be completed in accordance with the following schedule:
  - i. Estimated Commencement Date: August 29, 2022
  - ii. Substantial Completion and ready for client move-in Date: November 25, 2022
- f) The Proponent will be required to provide all labour, material and equipment and direct their subcontractors and suppliers to work the number of shifts and days that are necessary to meet ONTARIO TECH's schedule.
- g) Proponents shall allow in their Stipulated Price for all premium time and other costs as necessary to meet the required completion date.

## **7.4. Building Access / Installation**

- a) The Proponent will be responsible for delivering, storing, placing and handling all materials and equipment.
- b) The Proponent is fully responsible for all tools, ladders, lifts and scaffolding required for installation.
- c) Proponents must provide subcontractors/installers that are certified for all products.
- d) Access to the space/site and parking for deliveries is to be coordinated to minimize impact to school operations.

- e) All deliveries are to be during regular business hours and are to be coordinated in advance through ONTARIO TECH.
- f) Proper safety attire must be worn onsite during delivery and installation work.
- g) Works that create distractive noise shall be notified/agreed and/or to be planned outside office working hours.
- h) Use of Elevator shall be coordinated with ONTARIO TECH representative.
- i) Connect, reinstate and make functional all services line which includes but not limited to fire sprinkler, HVAC, fire alarm, electrical services, IT/data network, security system, plumbing, sanitary, air and vacuum system.
- j) Rectify and make good any areas that were affected during delivery and installation works
- k) Provide functional testing and commissioning to ensure that all equipment/system is fully operational.

### **7.5. Security, Safety and Emergency**

- a) The Proponent and their sub-contractors must be responsible for the security of their equipment, tools and materials.
- b) The Proponent and their subcontractor shall comply with ONTARIO TECH's Health, Safety, Emergency Response plan and Security policy.
- c) The Proponent must comply with the requirements of the Occupational Health and Safety Act.
- d) Submit WSIB, Insurances and safety requirements prior to starting the works.
- e) In case of emergency, the contractor/s shall comply with the University emergency response plan

### **7.6. Garbage Removal, Clean-Up and Restoration**

- a) The Proponent is to maintain work areas, and adjacent areas free from accumulation of waste products and debris arising from their works.
- b) The Proponent is to remove garbage and debris daily.
- c) Any damage, dents or scratch at the adjacent spaces resulted from the construction works shall be rectified and restore to its original state.
- d) On completion the space and equipment are to be cleaned and handover suitable for ONTARIO TECH operation.

### **7.7. Overhead and Profit**

Maximum overhead and profit percentage for additional work including labour, materials and equipment will be:

- a) For work by own forces: 5% overhead + 5% profit.
- b) For work by sub-contractors: 2.5% overhead + 2.5% profit.

### **7.8. Change Orders**

Proponent must strictly adhere to ONTARIO TECH's Change Order Processes, which includes submission of quotes, review and approval by ONTARIO TECH prior to any work being undertaken.

## 8. Documentation

### 8.1. Technical Proposal Submission

Technical Proposal Submission should include the following documents:

- a) **Company History and Relevant Experience** - Brief history of your company and Description of key personnel assigned to our account including Site Supervisor and proposed team's experience, resumes and past relevant project experience. Describe company's sustainability principles and practices and/or policies.
- b) **Capacity and Commitment to the Project** - Describe proponent's capability and commitment to undertake the project showing manpower, subtrades allocation and material procurement strategy.
- c) **Project Schedule** - Project Methodology and Schedule in Gantt chart format showing procurement & installation dates that meets the start and completion date.
- d) **Understanding of Deliverables** - Responses that demonstrate understanding of Deliverables, potential risk and relevant mitigation, efficient administration in operating environment, and any known constraints.
- e) **References and Past Performance** - Three relevant, related and current references that are similar to the scope and scale outlined in this Request for Proposals. The references and performance history should contain the following:
  - i. Company Name
  - ii. Client Contact Details (Name, email address and Phone Number)
  - iii. Description of Services Provided.
  - iv. Reference letters can be attached as separate documents (if available).
- f) **CCDC Document 11** - Submission of a completed CCDC Document 11, including number of years in business with three relevant, related and current client signed reference letters complete with contact name(s), email address, telephone number and reference checks. Preference will be given for previous projects and references that are similar in building project type, similar in building scope of work, budget and working under compressed timelines.
- g) **Health and Safety Documentation** - Provide copies of most recent form of CAD 7 Calculations or the Merit Adjusted Premium Program Rate Statement (MAPP) issued by WSIB, Certificate of Recognition (COR), and Health and Safety policies.
- h) **Other Documentation** - Appendix A – Submission Forms

### 8.2. Financial Proposal Submission

Please complete the included Price Bid Form. The fixed price shall exclude taxes and provide a complete breakdown of what is included, available options and what is not included in the fixed price.

## **9. Health and Safety**

The Proponent shall be solely responsible for ensuring the safety and health of their agents, employees and subcontractors and for ensuring that the services are performed in a manner that promotes, and does not compromise the health and safety of ONTARIO TECH faculty, staff, students, volunteers, contractors and visitors. Proponent shall provide to their agents, employees and subcontractors, at their own expense, any and all safety equipment and training required to protect against injuries during the performance of the services and shall ensure that their agents, employees and subcontractors are trained, knowledgeable of and utilize safe practices in the provision of the services, such practices to be at least as stringent as those set out in ONTARIO TECH safety standards provided to Proponent from time to time.

### **9.1. Ontario Occupational Health and Safety Act**

The Proponent shall be knowledgeable, and comply at all times with the Ontario Occupational Health and Safety Act, and regulations, and any amendments thereto. ONTARIO TECH reserves the right to audit the Proponents' health and safety practices during the term of the Resulting Contract.

### **9.2. Smoke Free Campus**

- a) ONTARIO TECH is committed to promoting a healthy and safe environment, which is integral to the personal, professional and academic growth of students, faculty, staff and visitors. As a smoke-free environment, ONTARIO TECH is an environment that promotes health and wellness to ensure students, faculty, staff and visitors are not exposed to second-hand smoke.
- b) Smoking and/or vaping of any type including tobacco, cannabis and shisha is prohibited anywhere on the shared north Oshawa campus and the university's downtown campus location, including all student residences on campus.

### **9.3. WSIB (Workplace Safety and Insurance Board)**

- a) Proponent warrants and represents that it is compliant with the Ontario *Workplace Safety and Insurance Act*, and applicable regulations.
- b) Proponent shall maintain, at its sole expense, full WSIB coverage for all employees engaged in the performance of the services under the Resulting Contract.
- c) Require all contractors and subcontractors to maintain full WSIB coverage for all of their employees engaged in the performance of services under the Resulting Contract.

#### **9.4. Harassment in the Workplace**

The Proponent acknowledges the responsibility of ONTARIO TECH to ensure, for its employees, a health work environment, free of harassment and discrimination. A copy of the Policy Against Violence, Harassment and Discrimination in the Workplace is available on the university's website. The Proponent must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with, ONTARIO TECH. The Proponent will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Proponent's response, ONTARIO TECH will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

#### **10. Sustainability**

- a) ONTARIO TECH is committed to reducing the environmental impacts of its operations and moving towards environmentally sustainable campus practices. As such, ONTARIO TECH recognizes that there are environmental impacts associated with ONTARIO TECH's purchasing decisions, including "upstream" impacts related to the extraction of natural resources, manufacturing, transportation and packaging, and "downstream" in the final disposal, recycling or re-use of products.
- b) The appropriate sustainability criteria will be indicated in the evaluation section of the RFP and be allocated weighting based upon importance. Preference will be given to products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose.
- c) When determining whether a product is environmentally preferable all phases of a product's life cycle will be considered, including raw materials acquisition, production, manufacturing, packaging, distribution, operation, maintenance, disposal, potential for reuse, ability to be recycled.
- d) Consistent with environmentally sound purchasing practices, ONTARIO TECH will make every effort to purchase goods and services that have the environmental attributes described above and which meet the standards of third-party environmental certification programs.
- e) Include information on the Proponents commitment to the preservation and sustainability of the environment in regards to practices, vehicles, products used in the execution of the agreement;
  - i. Detail the company's building-specific Green Plan.
  - ii. List green product line and other green initiatives that their company has undertaken. Alternative products and services will be considered if they can be demonstrated to be Green Seal or Eco Logo (Canadian) equivalent;
  - iii. Companies must show proof of environmental certifications
  - iv. Companies must be transparent with their commitment to Sustainability in their business practices.



## 11. Questions/Enquiries

- a) All enquiries must be made on or before the date and time specified in the RFP Schedule. Any questions received after the deadline may not be responded to. All enquiries related to this RFP are to be directed via email to Donny Gough, Procurement Specialist at [donny.gough@ontariotechu.ca](mailto:donny.gough@ontariotechu.ca).
- b) The Proponent shall make all investigations necessary to be informed regarding the products or services to be furnished.

## 12. Submission of Proposals

- a) Proposal responses shall be uploaded to [Biddingo.com](http://Biddingo.com) under this opportunity listing. If you require assistance, please contact Biddingo by email at [info@biddingo.com](mailto:info@biddingo.com) or by telephone at (416)756-0955.
- b) Please ensure that the technical proposal file does not include any pricing information. The Technical Proposal Submission and Financial Proposal Submission are to be submitted separately as separate documents.
- c) It is the responsibility of the Proponent to ensure that its proposal is received by ONTARIO TECH prior to the Closing Date and time. Late proposals may not be accepted.
- d) All proposals are valid for 120 days from the Closing Date and must be signed by an authorized representative of the Proponent. The proposal must contain all information requested in this RFP. Incomplete or unsigned proposals may be disqualified from consideration.
- e) ONTARIO TECH reserves the right to reject any or all Proposals or to accept any Proposal, should it deem such an action to be in its best interest.

## 13. Evaluation and Selection Process

ONTARIO TECH will form an evaluation team to screen each proposal to ensure the Proponent's compliance with the requirements of this Request for Proposal. The Proposal(s) will be evaluated against the following criteria (not listed in order of importance):

### 13.1. Stage 1 - Technical Proposal Evaluation

Proposals will be reviewed on the basis of the technical rated criteria. A submission must receive a minimum score of 85 Points of the available points at Stage 1 in order to move onto Stage 2 of the evaluation process.

Category	Available Points
<b>Company History and Experience</b>	
Company history and description of key personnel assigned to our account including Site Supervisor and proposed team's experience, resumes and past relevant project experience.	10
Company's Sustainability Practices, Policy and/or Plan	3

Category	Available Points
<b>Capacity and Commitment to the Project</b>	
Proponent's capability and commitment to undertake the project showing manpower, subtrades allocation and material procurement strategy.	15
<b>Project Schedule</b>	
Project Methodology and Schedule in Gantt chart format showing procurement & installation dates that meets the start and completion date.	20
<b>Understanding of Deliverables</b>	
Responses that demonstrate understanding of Deliverables, potential risk and relevant mitigation, efficient administration in operating environment, and any known constraints.	20
<b>References and Past Performance</b>	
Three relevant, related and current references that are similar to the scope and scale outlined in this Request for Proposals.	15
<b>Requested Documentation</b>	
CCDC 11 – 2019 Contractor's Qualification Statement	10
CAD 7 Calculations or the Merit Adjusted Premium Program Rate Statement (MAPP) issued by WSIB, Certificate of Recognition (COR), and Health and Safety policies	7
<b>Interview/Presentation</b>	
*Interview/Presentation, if required	*10
<b>Total</b>	<b>100/*110</b>

\*Based on the evaluation committee's initial review of the Proposals, up to a maximum of the three highest ranked Proponents, may be invited to present their Proposal. ONTARIO TECH reserves the right to increase the number of Proponents invited to present. The purpose of the presentation is to allow the Proponent to make a brief presentation on the information contained in their Proposal and to allow the evaluation committee to ask questions of the Proponent regarding their Proposal which will be scored in accordance with the evaluation criteria.

### 13.2. Stage 2 - Financial Proposal Evaluation

- a) Proponent's meeting the minimum technical threshold in Stage 1 will have their Financial Proposal scored out of 35 points.
- b) ONTARIO TECH will not be bound to accept the lowest cost proposal. All the criteria listed above will be taken into consideration when selecting a Proponent.

### 13.3. Selection Criteria

- a) The selection committee will use the aggregate score from Stage 1 and Stage 2 of the RFP evaluation process to score the Proposals. The Proposal that

- achieves the highest total final score based on the evaluation conducted by the selection committee will be ranked first.
- b) In the event that two or more bidders obtain an identical proposal score, the following tie-breaking measures will be used to select the Successful Proponent:
    - i. the Proposal with the highest points for price; and if still tied,
    - ii. the selected Proponent will be determined by way of a coin toss.
  - c) ONTARIO TECH intends to award a contract to the Proponent whose proposal offers the best quality and value to ONTARIO TECH. However, ONTARIO TECH is under no obligation to award any contract, in whole or in part, and reserve the right in its sole discretion to cancel this RFP process at any time before or after closing without providing reasons for such cancellation.

## 14. RFP Terms & Conditions

### 14.1. Definitions

- a) “**Associated Bid Documents**” means the information, data, drawings and reports posted on the procurement website containing information about the university campus, historical sales, student demographics, and operations/logistics relevant to the Products and Services requested in the RFP.
- b) “**Authorized Representative**” means the individual identified in the RFP as having the authority to issue, and receive, written communications to and from Proponents.
- c) “**Closing Date**” means August 15, 2022 @ 11:00am Eastern Standard Time or such other date and time as is communicated to the Proponents in writing and posted on [www.biddingo.com](http://www.biddingo.com).
- d) “**Conflict of Interest**” means that, in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give rise to an unfair advantage, including but not limited to:
  - i. Possessing or having access to information in the preparation of its Proposal that is confidential to ONTARIO TECH and not available to other Proponents;
  - ii. Communicating with any person with a view to influencing preferred treatment in the RFP process; or
  - iii. Engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair.
- e) “**Institution**” means University of Ontario Institute of Technology (“**ONTARIO TECH**”).
- f) “**Products**” means all materials required to complete the project as more fully described in RFP Documents, Proposal and the Resulting Contract.

- g) **“Proponent”** means an individual, sole proprietorship, corporation, partnership, joint venture, or other legally recognized entity which submits a Proposal in response to this RFP Process.
- h) **“Proposal”** means the written documents prepared and submitted by a Proponent in response to this RFP including any responses to any questions or requests for supplementary information by ONTARIO TECH.
- i) **“Proposal Award”** means a decision by ONTARIO TECH, if any, to invite a successful Proponent to enter into negotiations in respect of a Resulting Contract, under which the successful Proponent will provide the Products and Services described in the RFP.
- j) **“Proposal Information”** means all information contained in a Proposal or which is disclosed by or through a Proponent to ONTARIO TECH during the evaluation of its Proposal or during the negotiations of any Resulting Contract; and any and all ideas, concepts, products, alternatives, processes, recommendations and suggestions developed by or through a Proponent and disclosed to or discovered by ONTARIO TECH.
- k) **“Request for Proposals”** or **“RFP”** means this Request for Proposals document identified as RFOT07292022B issued by ONTARIO TECH.
- l) **“RFP Documents”** means the (1) RFP and Associated Bid Documents; (2) Proposal, including the technical and financial proposal submissions; (3) Submission Forms; and (4) any written information delivered by a Proponent in response to questions or request for supplementary information by the Authorized Representative.
- m) **“RFP Process”** means the process to select the Proponent that will commence with the issuance of the RFP Documents and will terminate when ONTARIO TECH issues a Proposal Award and the Resulting Contract is signed by ONTARIO TECH and the Proponent.
- n) **“Resulting Contract”** means the final agreement for the provision of Product(s) and/or Service(s), entered into by and between ONTARIO TECH and Proponent pursuant to this RFP Process.
- o) **“Services”** means all work and deliverables performed by the Proponent in respect to construction services at ONTARIO TECH, as more fully described in the RFP Documents, Proposal and Resulting Contract
- p) **“Submission Forms”** means those forms in Appendix A of the RFP all of which must be completed and submitted by a Proponent and shall properly form part of its Proposal for evaluation.
- q) **“Supplier”** means the successful Proponent that receives the Proposal Award under this RFP and who enters into a Resulting Contract with ONTARIO TECH, wherein it assumes full liability and responsibility for the provision of Product(s) and/or Service(s) pursuant to the RFP.

## 14.2. Communications

Proponents are required to submit electronically all questions and other communications regarding the RFP Documents, the RFP Process and their Proposals in writing to the Authorized Representative named in the RFP through the procurement website: [www.biddingo.com](http://www.biddingo.com). During the RFP Process, Proponents

may contact ONTARIO TECH only through the Authorized Representative; no contact with members of the evaluation team, or other employees or representatives of ONTARIO TECH employees is permitted.

### **14.3. Proposal /Tender Costs**

The Proponent shall bear all costs and expenses with respect to the preparation and submission of its Proposal and its participation in the RFP Process, including, but not limited to: all information gathering processes, preparing responses to questions or requests for clarification from the Institution, and preparation of questions for the Institution, and participation in the evaluation process.

### **14.4. Invoicing and Pricing**

- a) Unless otherwise agreed by the Parties, the prices stated in the Proposal, in any Resulting Contract or purchase order issued thereto, are payable in Canadian dollars.
- b) Under the Resulting Contract, ONTARIO TECH will pay for the Product(s) and/or Service(s) upon receipt, acceptance and approval by the university.
- c) Proponent invoices relating to the Products and Services provided under the Resulting Contract must include:
  - i. ONTARIO TECH's purchase order number
  - ii. ONTARIO TECH's name and address
  - iii. Proponent's name and address
  - iv. Description of Product or Service
  - v. Quantity / hours (as applicable)
  - vi. Product unit cost or service rate
  - vii. Taxes and other special charges to be listed separately
- d) In accordance with the Ontario Construction Act, R.S.O. 1990, c. C.30 Part 1 Prompt Payment section 6.4, ONTARIO TECH will issue payment Net twenty-eight days (28) upon receipt of Proponent's proper invoice.
- e) Where the Proponent is a Canadian resident, it must include its tax registration number on each invoice.
- f) Proponent shall not include any special charges such as packaging, shipping, and freight as separate items on the invoice unless agreed by Institution, in writing, in advance of issuing such invoice.
- g) Prices, fees, or commission rates quoted in a Proposal shall be in Canadian dollars and include all costs except taxes which shall remain fixed for the term of the Resulting Contract.

### **14.5. Legal Matters and Rights of ONTARIO TECH**

#### **14.5.1. Principles and Reservation of Rights**

The following principles apply to the RFP Process:

- a) Proposals must meet the fundamental intent of the RFP. The acceptability of each Proposal will be decided by the evaluation team.

- b) Proposals shall be final and binding on the Proponent for 120 days from the RFP's Closing Date and time.
- c) In the event that a Proponent fails or neglects, by act or omission, to comply with any of the terms and conditions set forth in this RFP, the Proponent may be disqualified from the RFP Process, as well as any Proposal may be rejected and any Resulting Contract may be terminated by ONTARIO TECH, without notice to the Proponent.
- d) ONTARIO TECH may, in its sole discretion and at any time in the RFP Process,
  - i. Reject any and all of the Proposals;
  - ii. Accept any Proposal;
  - iii. If only one Proposal is received, either elect to accept or reject it or to enter into negotiations with the applicable Proponent;
  - iv. Enter into negotiations with any Proponent, or person with respect to the Products and/or Services;
  - v. Elect not to proceed with the RFP Process;
  - vi. Alter the RFP Schedule, including dates and times;
  - vii. Change the RFP Process or any other aspect of the RFP Documents; and
  - viii. Cancel the RFP Process and subsequently conduct another competitive process for the same products and/or services that are the subject matter of the RFP Documents or subsequently enter into negotiations with any person or persons with respect to the products and/or services that are the subject matter of the RFP Documents.

#### **14.5.2. Waiver & Limit on Liability**

- a) Proponents shall not have any claim for compensation of any kind as a result of participating in the RFP Process and by submitting a Proposal each Proponent shall be deemed to have waived its right to make any claim.
- b) Notwithstanding anything to the contrary in this RFP, and without limiting the generality of the foregoing waiver, in the event ONTARIO TECH is found to be liable, in any way whatsoever, for any act or omission in respect of the RFP Process, the total liability of ONTARIO TECH to any Proponent participating in the RFP Process, and the aggregate amount of damages recoverable against ONTARIO TECH for any matter relating to or arising from any act or omission, whether based upon an action or claim in contract, tort, warranty, equity, or negligence, will be no greater than the Proponent's direct cost of preparing its Proposal.

### **14.5.3. Contractual Warranties**

All written claims, representations and quotes made in the Proposal shall constitute contractual warranties. Any and all provisions in the Proposal may be included in the main body of the Resulting Contract.

### **14.5.4. Standard of Care**

The Proponent shall provide all Products and perform all Services with reasonable skill, care and diligence and in accordance with the standard of care practiced by leading Proponents in the industry of services similar to, or the same as, the Services described in the RFP and Resulting Contract.

### **14.5.5. WSIB Insurance and Workplace Safety during RFP Process**

If, during the RFP Process, a Proponent attends a site visit or meeting contemplated in the RFP Documents, such Proponent represents and warrants that it has obtained and maintained sufficient insurance under the *Workplace Safety Insurance Act* and has fulfilled any requirements with respect to workplace safety prior to attending such visits and/or meetings.

## **14.6. Debriefing**

- a) ONTARIO TECH will make available to any Proponent, upon written request, the opportunity for a debriefing. The debriefing process will focus on the requesting Proponent's Proposal and evaluation score for the sole purpose of assisting the Proponent in determining the strengths and weaknesses in its Proposal.
- b) Requests for a debriefing will be received, in writing via email, within sixty (60) calendar days of the notice of Proposal Award.

## **14.7. Bid Dispute**

Where a Proponent wishes to dispute the outcome of a bid, subsequent to a debriefing, the following process will be engaged:

- a) The Proponent shall submit a bid protest, in writing, to the Manager, Procurement within ten (10) business days of its debriefing. Any bid protest that is received after such ten (10) day period shall not be considered.
- b) The written bid protest shall include the following:
  - i. A specific identification of the provision and/or procurement procedure that is alleged to have been breached;
  - ii. A specific description of each procedure alleged to have been breached in the procurement process;
  - iii. A precise statement of the relevant facts;
  - iv. An identification of the issues to be resolved;
  - v. The Proponent's arguments and supporting documentation; and
  - vi. The Proponent's requested remedy.

- c) The Manager, Procurement will respond, in writing, to the Proponent within ten (10) business days of receiving the bid protest.
- d) If the Proponent does not agree with such response it may request a meeting with the Chief Financial Officer of ONTARIO TECH who will render the final decision in respect of the bid dispute.

#### **14.8. Intellectual Property and Use of Information in Proposals**

- a) The Proponent agrees that University of Ontario Institute of Technology logos, trademarks, marks, tradenames and branded promotional materials will remain exclusive to ONTARIO TECH and will not be used by a Proponent or distributed to a third party, unless ONTARIO TECH provides prior written consent.
- b) All requirements, designs, documents, plans, data, and information supplied by ONTARIO TECH to Proponents in connection with the RFP Process are and will remain the property of ONTARIO TECH. Each Proponent is granted a limited non-exclusive, revocable license to use the foregoing for the sole purpose of participating in the RFP Process, including during the preparation and evaluation of its Proposal and the negotiation of any Resulting Contract. At the conclusion of the RFP Process or upon the earlier request of ONTARIO TECH all such requirements, designs, documents, plans, data, and information (and any copies thereof in any format or medium created by or on behalf of the Proponent) must be destroyed.
- c) Proponents will not use or incorporate into their Proposals any concepts, designs, products, images or processes which are subject to copyright, patents, trademarks or other intellectual property rights of third parties unless Proponents have, or will procure through licensing without cost to ONTARIO TECH, the right to use and employ such concepts, products, designs, images and processes in and for the Products and/or Services.
- d) The Proponent will grant to ONTARIO TECH a non-exclusive, perpetual, irrevocable, world-wide, fully paid and royalty-free license (fully assignable without the consent of the Proponent and with the right to sublicense without the consent of the Proponent) to use the Proposal Information for the purposes of the evaluation of Proposals and the negotiation and execution of any Resulting Contract.

#### **14.9. Confidentiality and Security of Information**

##### **14.9.1. Institution Information**

The Proponent, and the Proponent's employees, subcontractors, and agents shall: (a) keep strictly confidential all information concerning the Institution or third parties, or any of the business or activities of the Institution or third parties acquired as a result of participation in the RFP; and (b) only use, copy or disclose such information as necessary for the purpose of submitting a Proposal or negotiating a Resulting Contract or upon written authorization of the Institution. The Proponent shall maintain



security standards, including control of access to data and other information, consistent with the highest standards of business practice in the industry.

#### **14.9.2. Proponent Information**

A Proponent will identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by Institution. Confidential information of the Proponent will be identified by completing the appropriate Submission Form in Appendix A. The confidentiality of such information will be maintained by Institution, except (a) that it may be disclosed to employees, contractors and advisors who have a “need to know” the information for the purpose of evaluating and processing Proposals and engaging in negotiations, and who shall be made aware of, and be required to observe and comply with the covenants and obligations contained herein; and (b) as otherwise required by law.

#### **14.10. Term**

The term of the Resulting Contract shall become effective the date upon which the Resulting Contract is execution and shall continue in full force and effect until the later date of (a) the expiry of the Product warranty and (b) the performance of all Services.

#### **14.11. FIPPA**

- a) Proponents are advised that ONTARIO TECH may be required to disclose RFP Documents and a part or parts of any Proposal pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended from time to time (“**FIPPA**”). ONTARIO TECH will comply with its obligations under FIPPA. Proponents are strongly encouraged to consult their own legal advisors as to the appropriate way in which confidential and proprietary business information should be marked as such in their Proposals.
- b) Subject to the provisions of FIPPA, ONTARIO TECH will use reasonable efforts to safeguard the confidentiality of any information identified by the Proponent as confidential but will not be liable in any way whatsoever to any Proponent if such information is disclosed pursuant to a court order, an order or decision of the Information and Privacy Commission or as required by law.

#### **14.12. Withdrawal or Modification of Proposals**

- a) Prior to the RFP Closing Date, a Proponent may make changes to its Proposal provided the change(s) is/are submitted electronically to [www.biddingo.com](http://www.biddingo.com) with accompanying documentation signed by an authorized representative of the Proponent.
- b) A Proposal may be withdrawn upon written request of the Proponent prior to the scheduled Closing Date and time for accepting Proposal Submissions. Negligence on the part of the Proponent in preparing its Proposal confers no right to withdraw its response after the scheduled Closing Date and time for filing Proposals.
- c) If the intent of the Proponent with respect to a change to or withdrawal of a Proposal Submission is not clearly identifiable, the interpretation most advantageous to ONTARIO TECH will prevail.

#### **14.13. Conflict of Interest**

A Proponent must submit a Conflict of Interest Declaration form as part of the Proposal, included in Appendix A, wherein it represents and warrants that, to the best of its knowledge, there is no actual or potential Conflict of Interest with respect to the Proposal of the performance of the contemplated Resulting Contract except for a Conflict of Interest formally declared to ONTARIO TECH. Proponent acknowledges and agrees that if the Proponent is found to be in a Conflict of Interest, ONTARIO TECH may, in its sole discretion, disqualify the Proponent or

terminate any Resulting Contract awarded to the Proponent pursuant to this RFP Process.

#### **14.14. Canadian Free Trade Agreement (CFTA)**

This RFP Process is governed by Chapter 5 (“Government Procurement”) of the Canadian Free Trade Agreement aimed at establishing a transparent and efficient framework to ensure fair and open access to government procurement opportunities for all Canadian Proponents. For further information, please visit (<https://www.cfta-alec.ca/canadian-free-trade-agreement/>).

#### **14.15. Accessibility for Ontarians with Disabilities Act (AODA)**

- a) The Institution is committed to the goals of the AODA and is accordingly committed to fostering, creating and maintaining a barrier-free environment, providing equal rights and opportunities for all individuals. This Act places a legal obligation on the Institution to provide accessibility for Ontarians with disabilities with respect to goods, services, facilities, accommodation, employment, buildings, structures and premises. Proponent represents that the Products and Services described in the Proposal comply with applicable AODA standards.
- b) It is expected that the Proponent is committed to accessibility, and will adhere to the commitments set forth by the Institution in its Accessible Customer Service Policy, and will observe and require all employees, contractors, sub-contractors and agents to observe and comply with the AODA, in the provision of Product(s) and/or Service(s) under the Resulting Contract.
- c) The Institution will consider general accessibility principles of software, as applicable, and specifically, will consider the following requirements:
  - i. Ability of users to configure functions to meet their specific needs and preferences
  - ii. Software compatibility with assistive technologies
  - iii. Software accessibility via standard keyboard access methods and a using a screen reader
  - iv. Access to the operating system accessibility tools, without affecting application functionality
  - v. Available options for user-selected system settings for input and output
  - vi. Ability to use the software without a mouse
  - vii. Accessibility of all information to users with restricted or no vision, and to users who are deaf or hard of hearing.
  - viii. Screen flash frequency below 2 Hertz
  - ix. Instructions, prompts and outputs written in plain language, and, where possible, supplemented with pictorial information or spoken language
  - x. Logical tab order for controls, input fields and other objects
  - xi. Instructions for all accessibility features
  - xii. Accessible documentation for training and support materials
  - xiii. Availability of a forum or feedback channels

- xiv. Content management systems (CMS) are easy to manage by staff (accessibility fixes)

#### **14.16. Governing Law**

This RFP process, including the terms and conditions herein, shall be governed by and construed in accordance with the laws of the Province of Ontario.

## 15. APPENDIX A – SUBMISSION FORMS

### PROPONENT DECLARATION

Proponent Information			
Full legal name of the Proponent			
Any other relevant name under which the Proponent carries on business			
Whether the Proponent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture or other legally recognized entity			
Contact Name		Title	
Signature		Date	
Address			
Telephone #		Fax #	
Email		Website	
HST # or GST #			

#### 1. Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Products and Services required under the RFP. By submitting its Proposal, the Proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Mandatory Terms of a Resulting Contract set out in Appendix B, except as otherwise noted, and offers to provide the Products and Services in accordance therewith at the pricing, fees or rates provided in the Proposal.

#### 2. Proposal Irrevocable

The Proponent agrees that its Proposal is irrevocable for 120 calendar days following the Closing Date and time.

**3. Disclosure of Information**

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to the Institution’s employees and external advisors who have a need to know for the purpose of evaluating or participating in the evaluation of this Proposal.

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

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

**5. Execution of Agreement**

If its Proposal is selected by the Institution, the Proponent agrees to finalize and execute the Resulting Contract containing the Mandatory Terms set forth in Appendix B in accordance with the terms of the RFP, except and to the extent that the Proponent has otherwise expressed an intention to negotiate specific provisions of the Mandatory Terms and has identified said provisions in the Appendix A - Submission Form (Exceptions to Mandatory Terms).

**6. No Collusion**

By submitting a Proposal, the Proponent represents and warrants to Institution, with the knowledge and intention that the Institution may rely on such representation and confirmation, that it’s Proposal has been prepared without collusion or fraud and in fair competition with Proposals submitted from other Proponents.

**7. Communication**

Proponent (including any firm corporation or individual members of a Proponent) will not attempt to communicate directly or indirectly with any representative of the Institution, or the evaluation team at any stage of this RFP Process, including during the evaluation process, except as expressly permitted under this RFP.

<hr/>	
Signature of Witness	Signature of Proponent Representative
<hr/>	
Name of Witness	Name and Title
Date:	Date:
	I have authority to bind the Proponent



## APPENDIX A – SUBMISSION FORMS – CONTINUED

### REFERENCES

1. The references will be from organizations similar in size and scope to Institution for which the Proponent has provided the same or similar Products and/or Services within the past three (3) years.
2. Institution, in its sole discretion, will confirm the Proponent's experience and or ability to provide the Products and/or Services required and described in its Proposal by checking the Proponent's references and the provision of the references by the Proponent is deemed to be consent to such confirmation/contact with the references.
3. Institution reserves the right to revisit the Proponent's scores in the rated requirements based on information learned during reference checks, should they reveal that there is inconsistency between the Proponent's answers to the rated requirements and the results of the reference check.
4. Each Proponent is requested to provide three (3) references.

Reference Form	
<b>Company Name</b>	
<b>Company Address</b>	
<b>Contact Name</b>	
<b>Contact Title/Position</b>	
<b>Contact Phone #</b>	
<b>Contact Email Address</b>	
<b>Date(s) of Work</b>	
<b>Description of Product/Service</b>	
<b>Details of Reference</b>	

Copy this form, so that each reference is on a separate form.



## APPENDIX A – SUBMISSION FORMS – CONTINUED

### CONFLICT OF INTEREST DECLARATION

The Proponent, by submitting this “Conflict of Interest” form, as part of its Proposal, represents and warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Resulting Contract other than those disclosed in its response to this RFP. Where Institution discovers a Proponent’s failure to disclose an actual or potential Conflict of Interest (including Conflicts of Interest that may arise after the award of a Resulting Contract or purchase order), Institution may disqualify the Proponent or terminate any Resulting Contract awarded to that Proponent pursuant to this procurement process.

Proponent Information			
<b>Company Name</b>			
<b>Contact Name</b>		<b>Title</b>	
<b>Signature of Authorized Proponent Representative</b>		<b>Date</b>	

Actual or Potential Conflicts of Interest to Declare	

**APPENDIX A – SUBMISSION FORMS – CONTINUED**

**EXCEPTIONS TO MANDATORY TERMS OF RESULTING CONTRACT**

1. Deletions, amendments or additions to the commercial Mandatory Terms of the Resulting Contract, set forth in Appendix B shall be indicated, and the purpose for which shall be explained in the table below.
2. Exceptions noted by Proponent will not be guaranteed to be accepted by Institution, and may be considered during the evaluation of the Proposal.
3. Any and all Mandatory Terms that are not noted for exception are deemed to be accepted and agreed to by the Proponent for the purposes of negotiating and execution the Resulting Contract.

<b>Exceptions</b>		
<b>Provision</b>	<b>Proposed Deletion, Amendment or Addition</b>	<b>Reasons for Exceptions</b>