



NIPISSING UNIVERSITY

Request for Proposals

For

**Equity, Diversity, Inclusion,
and Accessibility Consulting Services**

Request for Proposals Number: RFP 2024-004

Request for Proposals Issued On: Friday May 31st, 2024

Proposal Submission Deadline: 4:00pm EST on Wednesday July 31st, 2024

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation to prospective Proponents to submit Proposals for the provision of **Equity Diversity and Inclusion Consulting Services** (“Services”) to support Nipissing University (the “Purchaser”) as further described in Part 2 - (the “Deliverables”):

1.2 Background

The roots of Nipissing University extend back to the 1900's with the North Bay Normal School. Nipissing University was formed in 1967 as an affiliate of Laurentian University and it received its charter as an independent University in 1992.

Today, Nipissing University is a young, primarily undergraduate university with a reputation for providing a quality education in teacher education, arts, science, professional, and graduate-level programs. We are a student- focused university and strive to deliver a top-notch student experience, innovative approaches to learning, and a growing research culture.

Nipissing is committed to playing a positive role in the educational, social, cultural, and economic life in all of the communities it serves. For more information about Nipissing University visit: www.nipissingu.ca

1.3 Purchaser’s Code of Ethics

The Nipissing University Procurement Code of Ethics is integral to the University’s Procurement of Goods and Services Policy and the University’s practices are guided by this Code of Ethics.

Code of Ethics

Nipissing University aspires to high ethical, legal, environmental, managerial and professional standards in the management of the resources entrusted to it. Within this context, the University shall procure goods and services in an open, fair and transparent manner and in a competitive environment, so that all transactions yield the optimal benefit to the University in these circumstances.

Personal Integrity and Professionalism

All individuals involved with purchasing or other supply chain-related activities must act, and be seen to act, with integrity and professionalism. Honesty, care and due diligence must be integral to all supply chain activities within Nipissing University and between suppliers and any other stakeholders. Respect must be demonstrated for each other and for the environment. Confidential information must be safeguarded. All participants must not engage in any activity that may create, or appear to create, a conflict of interest, such as accepting gifts or favours, providing preferential treatment, or publicly endorsing suppliers or products.

Accountability and Transparency

Supply chain activities must be open and accountable. In particular, contracting and purchasing activities must be fair, transparent and conducted with a view to obtaining the best value for the University. All participants must ensure that public sector resources are used in a responsible, efficient and effective manner.

Compliance and Continuous Improvement

All individuals involved in purchasing or other supply chain-related activities must comply with this Code of Ethics and the laws of Canada and Ontario. All individuals should continuously work to improve supply chain policies and procedures, to improve their supply chain knowledge and skill levels, and to share leading procurement practices

1.4 Objectives

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

- Achieve the best solution for the needs of the Purchaser.
- Obtain quality Services at best overall value.
- Enhance customer satisfaction and improvements in Services.
- Facilitate the Purchaser's purchases without limiting the Purchaser's choice or negate any other requirement.

1.5 Type of Agreement

The Purchaser intends to award Agreement(s) to one (1) Proponent.

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

1.6 No Guarantee of Volume of Work or Exclusivity of Agreement

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

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

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

1.7 Proponent Consortium Information

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

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

1.8 Rules of Interpretation

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

- Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.
- Words in the RFP shall bear their natural meaning.

- References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”.
- In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- Unless otherwise indicated, time periods will be strictly applied.
- Whenever the terms “must” or “shall” are used in relation to the Purchaser or the Proponents, such terms shall be construed and interpreted as synonymous and shall be construed to read “the Purchaser shall” or the “Proponent shall”, as the case may be.

1.9 Definitions

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

The following definitions apply:

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

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

“Business Day” or “Business Days” means Monday to Friday between the hours of 8:30 a.m. to 4:30 p.m., except when such a day is a public holiday, as defined in the Employment Standards Act (Ontario), or as otherwise agreed to by the parties in writing.

“Conflict of Interest” means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement.

“Days” means calendar days.

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

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

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

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

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

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



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

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

“Request for Proposals” or “RFP” means this Request for Proposals issued by the Purchaser for the purchase of the Services, and all addenda thereto.

“RFP Coordinator” means the individual identified in Section 4.2.1.

“Services” means the services intended to be procured pursuant to this RFP.

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

[End of Part 1]

PART 2 - THE DELIVERABLES

Project Summary

Nipissing University is seeking proposals from qualified firms or consultants with expertise in equity, diversity, inclusion, and accessibility (EDIA) – including how it relates with decolonization and Indigenization – to conduct an equity audit of our institution. This audit's purpose is to identify institutional gaps in EDIA practices and to develop action-oriented recommendations to address them. The overall aim is to create a roadmap towards a culture and climate rooted in the values of EDIA that will enable us to improve our collective performance as an institution.

Current State

Located on Nipissing lands stewarded by Nishnaabeg peoples, covered by the Robinson Huron Treaty of 1850, Nipissing University sits on the Cambrian Shield between two lakes (about a 3.5-hour drive north of Toronto and west of Ottawa). Nipissing University strives to foster an inclusive community among its unique intersectionality connected beyond campus. Both the University and the City of North Bay are white majority; and have more than triple the provincial proportion of Indigenous people, and a relatively small, but quickly growing population of newcomers from the majority world.

Nipissing University has a stated commitment to equity, diversity, inclusion and Gender-Based Analysis Plus initiatives as stated in the EDI Report in Senate Minutes. But as a primarily undergraduate university – with about 5,480 students, including a significant portion engaged in distance learning, alongside 456 faculty members, and 346 staff and administration, EDIA related policies and practices have tended to respond to legislative requirements and best practice indices: Policies and Procedures at Nipissing University.

Nipissing University invests significantly in student services on a per student basis. Serving faculty members and staff, the Human Resources department also facilitates campus-wide initiatives which includes the Nipissing University's Accessibility Advisory Committee (NUAAC). Much EDIA activity on campus is driven by student-led groups (e.g., Nipissing University Black Association for Student Expression, the Equity Centre, and Students of Colour Unite), and faculty and staff groups (e.g., Caucus of Racialized Persons). Nipissing University contributes to campus-wide EDIA activities (e.g., events or campaigns) but does not have support similar to other higher education institutions (e.g., Office of Equity and/or Human Rights, or an Ombudsperson or equivalent). Proponents should also be aware that, parallel to these EDIA activities, Nipissing University is learning to walk with Indigenous communities and partners in a good way, as exemplified by the strategic plan [Pathways: Our Commitments to Water, Land, and People for the Next Seven Generations at Nipissing University](#). We acknowledge this learning as ethically prior since all Nipissing University community members have treaty rights and responsibilities. This is the foundation upon which Nipissing University's aspirations shall be built. The Office of Indigenous Initiatives represents an example of this work in action.

The Office of Indigenous Initiatives

The Office of Indigenous Initiatives named in Anishinaabemowin, Enji giigdoyang (where we meet to discuss and talk about things) by the late Dr. Muriel Sawyer has been supporting Indigenous services students since the early 2000s following the establishment of the Nipissing University Aboriginal Council on Education in the 1990s. The department was officially opened in 2009 when the university adopted "Championing Aboriginal Student Success in a Time of Great Opportunity, an Aboriginal Education Strategy."

Today, Enji giigdoyang, supports Indigenous student success in holistic ways based on the Sweetgrass Approach to Student Success, including offering the Enji giigdoyang student lounge and sacred space, on-site Indigenous Student Success and Development Coordinators and Indigenous Mentorship Coordinator, a Visiting Elder program, culturally relevant student supports, feasts, emergency bursaries, advocacy, and so on. Regular campus engagements and learning opportunities through Enji giigdoyang include hosting annual events such as Welcome Pow Wow, Orange Shirt Day, Treaty Week, and Indigenous Week. In addition, the contributions of the office include establishing long standing partnerships with local school boards to provide mentorship between Indigenous Nipissing University students and local Indigenous youth, supporting youth



literacy and numeracy in local schools through the Biidaaban Youth Group and Academic Support programming, curating treaty information within the Treaty Learning Centre within the Learning Library, engaging in research in to Indigenous Student Success, and establishing an Indigenous transition program.

However, some of that office's most significant work is done behind the scenes: Welcoming and seeking advice from Indigenous community leaders in the region, through the Nipissing University Indigenous Council

on Education; Facilitating Ethical Research review processes that engage Indigenous communities; and Facilitating Community Service-Learning placements and experiential learning opportunities, through the Biidaaban program. Indigenization efforts extend through the campus in various ways, including through the Indigenous Studies program, the Enji giigdoyang Medicine Garden, the establishment of the new Special Advisor to the President on Indigenous Matters position, the Indigenous Dibaadan Wellness Coordinator, and Departmental reviews of the 94 calls to Action on Truth and Reconciliation, and more.

Deliverables

The auditors shall do the following:

1. Employ a rigorous methodology, rooted in critical analyses of power and privilege, which at the same time is responsive to the particularities of Nipissing University and related communities – including ethically prior commitments to Indigenization. This methodology will include ways of benchmarking (with the referent of best practices among post-secondary institutions, GDEIB, and/or other metrics) and will comply with all relevant legislation (OHRC, AODA, ESA etc.).
2. Undertake an environmental scan, systems review and gap analysis. This could include an assessment of current EDIA policies, procedures, governance structures (formal and informal), academic and non-academic policies and procedures.
3. Undertake a climate review. Assess and provide feedback on Nipissing University's workplace culture, learning environment, student lifecycle, and existing actions on EDIA. This will include consulting widely with community members and partners and involve opportunities for members' voices (particularly those from historically disadvantaged communities) to be heard.
4. Create a written report, with actionable recommendations, for building a welcoming, inclusive, and equitable university. The report shall include a summary of the equity audit and data gathering processes.
5. Create an evaluation plan, with metrics, to measure the long-term effectiveness of Nipissing University's action plan and to provide accountability for these actions.

Nipissing University Policies and Procedures

<https://www.nipissingu.ca/departments/vpfa/policies-and-procedures>

Proponent Characteristics:

The successful proponent will be a proven leader in EDIA analysis, preferably focused on the higher education sector. More specifically:

- Demonstrated project management experience to deliver on-time, on-spec, and on-budget.
- Recent experience (in the past three years) and qualifications providing policy review at a Canadian university is preferred.
- Recent experience (in the past three years) and qualifications in EDI and GBA+ analysis is preferred.

In order to assist Nipissing University in making this decision, please clearly demonstrate how you meet each evaluation criteria.

2.4 Accessibility for Ontarians with Disabilities Act

The Purchaser is committed to the highest possible standards for accessibility. Supplier(s) must be capable to recommend and deliver, as appropriate for each Deliverable, accessible and inclusive Services consistent with



the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities.

In accordance with Ontario Regulation 429-07 made under the Accessibility for Ontarians with Disabilities Act, 2005 (Accessibility Standards for Customer Service), the Purchaser has established policies, practices and procedures governing the provision of its services to persons with disabilities. These policies, practices and procedures are available for review at:

<http://www.nipissingu.ca/departments/vpa/Documents/2.9.2013.U AODA Procurement Policy.pdf>

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

[End of Part 2]

PART 3 - EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

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

Stage Number	Title of Evaluation Stage
Stage I	Mandatory Requirements
Stage II	Rated Requirements
Stage II	Financial
Stage III	Interview
Stage IV	Selection of Preferred Proponent

3.1.1 Stage I – Review of Mandatory Requirements

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

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

3.1.2 Stage II – Rated Requirements

Stage II will consist of a scoring, by the Purchaser, of each qualified Proposal on the basis of rated requirements (if any). Proponents may be disqualified at Stage II if there is a minimum Rated Requirements score laid out in the RFP. The Proponent’s Proposal will not be evaluated further if it is disqualified due to not reaching the minimum score.

Rated requirements will be evaluated, as noted in Section 3.3.1, in order for the Proponent to move into Stage III of the evaluation.

3.1.3 Stage II – Financial

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

3.1.4 Stage III – Interview

All suppliers that respond to the RFP and have passed Stage 1 – Mandatory Requirements, will be scored on the criteria set out in Stage 2 – Rated Requirements and Financial. The suppliers with the top two (2) scores for these stages will be asked to participate in an Interview with a panel of representatives to discuss proposal details and to respond to questions. Interviews will be limited to 45 minutes. Further details regarding the dates and location of the presentation will be provided.

3.1.5 Cumulative Score

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

Reference checks may be performed to confirm or clarify information provided within the Proponent’s Proposal.

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

A Proposal must include the following four (4) mandatory forms:

Appendix	Title of Appendix
Appendix A	Proposal
Appendix B	Form of Offer
Appendix C	Rate Bid Form
Appendix D	References

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

3.2.1 Form of Offer - Appendix B (Mandatory Form)

Each Proposal must include a Form of Offer (Appendix B – 3 pages) completed and signed by the Proponent.

(a) Conflict of Interest

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

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

(b) General

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

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

3.2.2 Rate Bid Form – Appendix C (Mandatory Form)

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

- All prices shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, materials, fuel, office support, profit, permits, licenses, labour, carriage, insurance, Workplace Safety Insurance Board costs, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates.
- All prices shall be quoted exclusive of the harmonized sales tax (HST) or other similar taxes, each of which, if applicable, should be stated separately
- All prices quoted, unless otherwise instructed in this RFP, shall remain firm for the Term of the Agreement as set out in the RFP
- In the event of any discrepancy in the pricing, the lowest unit price submitted shall prevail
- The Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the RFP, that it has factored all of the provisions of the Agreement into its pricing assumptions, calculations and into its proposed Pricing.

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

Reference Form – Appendix D (Mandatory Form)

The Reference Form, to be completed by the proponent in accordance with the instructions contained at Appendix D.

3.2.3 Proof of Insurance

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

3.3 Stage II – Evaluation of Rated Requirements

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

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

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

3.3.1 Rated Requirements

The response to each rated requirement should:

- Be submitted in a complete and clear manner.
- Demonstrate the Proponents understanding of the Purchaser's business needs and should provide a



detailed answer to the information requested.

- Be provided in the same sequential order as set out below.

The following is an overview of the point allocation:

Stage	Point Allocation	Rated Requirement Components
Stage II	20	Relevant EDIA Audit Experience and Team, References
Stage II	20	Methodology for the Scope of Work
Stage II	5	Feasibility, Timeline and Schedule
Stage II	5	Value Added Incentives and Ideas
Stage II	30	Financial Bid
Stage III	20	Interview

A **minimum score** for rated requirements of **50/80 or sixty-two percent (62.5%)** must be achieved by the Proponent in Stage II to move onto Stage III.

The scoring points for each related requirement will be evaluated as follows:

Score	Characteristic
0	Submission is unacceptable; demonstrates little understanding of the requirements; criterion is absent from submission.
Below Mid-Point	Submission is not adequate; misses key requirements.
Mid-Point	Submission meets basic expectations and requirements.
Above Mid-Point	Submission substantially meets expectations and requirements.
Full Marks	Submission meets and exceeds expectations and requirements, clearly demonstrates an understanding of program requirements and details how services will be provided to meet stated standards/expectations/service levels.

3.4 Stage II – Financial

Only at the completion of the evaluation of all rated requirements for all Eligible Proposals will the Pricing be reviewed and scored.

The Purchaser will not accept pricing assumptions.

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

EXAMPLE –PRICING EVALUATION		
Proposed Prices	Calculation	Resulting Points
If Proponent 1 proposes on Appendix C the lowest bid price, that Proponent will receive 100% of the possible points.	$\$12.00 \div \12.00×10	10
If Proponent 3 bids \$15, it will receive 80% of the possible points.	$\$12.00 \div \15.00×10	8
If Proponent 2 bids \$24.00, it will receive 50% of the possible points.	$\$12.00 \div \24.00×10	5

3.5 Stage III – Interview

All suppliers that respond to the RFP and have passed Stage 1 – Mandatory Requirements, will be scored on the criteria set out in Stage 2 – Rated Requirements and Financial. Up to five (5) of the top scoring proponents for these stages will be asked to participate in an Interview with a panel of representatives. Interviews will be limited to 45 minutes. Further details regarding the dates and location of the presentation will be provided.

3.6 Stage IV – Cumulative Score

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

3.7 Discussions with Preferred Proponent

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

The Preferred Proponent will have up to thirty (30) Days after being notified of the award to sign the Agreement.

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

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

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

[End of Part 3]

PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 RFP Timetable

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

RFP Timetable	
Event	Date
Issue Date of RFP:	Friday May 31 st , 2024
Proponent Deadline for Questions:	Friday June 14 th , 2024
Deadline for Issuing Addenda:	Friday June 21 st , 2024
Proposal Submission Deadline:	Wednesday July 31 st , 2024 4:00pm EST
Interviews to take place:	Mid to late September, 2024
Anticipated Agreement Start Date:	TBD

Note – all times specified in this RFP timetable are local times in North Bay, Ontario, Canada.

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

In the event a change is made to any of the above dates, the Purchaser will post any such change on Bonfire.

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

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

4.1.2 Proponents to Follow Instructions

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

4.1.3 Proposals in English

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

4.1.4 Purchaser’s Information in RFP Only an Estimate

The Purchaser makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general size of the work.



It is the Proponent's responsibility to avail itself of all the necessary information to prepare a Proposal in response to this RFP.

4.1.5 Proponent's Costs

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

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

4.2 Communication after RFP Issuance

4.2.1 RFP Coordinator Contact Information

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

- Name: **Adam Middleton**
- Title: **Purchasing Specialist**
- Email: **adamm@nipissingu.ca**

Proponents that fail to comply with the requirement to direct all communications related to this RFP to the RFP Coordinator may be disqualified from RFP process. Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with the following:

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

4.2.2 Proponents to Review RFP

Proponents shall promptly examine this RFP and:

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

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

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

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

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

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

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

4.2.3 Proponent to Notify

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

Proponents shall not:

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

4.2.4 All New Information to Proponents by way of Addenda

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

If the Purchaser, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda by way on Bonfire. Each addendum shall form an integral part of this RFP.

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

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

Proponents who intend to respond to this RFP are requested not to cancel the receipt of addenda or amendments option provided by Bonfire, since they must obtain through Bonfire all of the information documents that are issued.

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

4.3 Proposal Submission Requirements

4.3.1 General

To be considered in the RFP process, a Proponent's Proposal must be received **on or before** the Proposal Submission Deadline as set out in Section 4.1.1.

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



Proposals are to be submitted in English only, and any Proposal received by the Purchaser that is not entirely in English may be disqualified.

4.3.2 Proposal Submission Requirements

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Documents:

Organize your submission into the following individual files (note the required file types):

- Appendix B - Form of Offer – 3 pages (File Type: PDF (.pdf)) - Required
- Appendix C - Rate Bid Form (File Type: PDF (.pdf)) - Required
- Appendix D - Rated Requirements (File Type: PDF (.pdf)) - Required

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

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at:

<https://nipissingu.bonfirehub.ca>

Your submission must be uploaded prior to the Closing Time. We strongly recommend that you give yourself sufficient time and at least ONE (1) hour before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information is sealed and will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Each Requested Document has a maximum size of 100MB. Any Requested Document exceeding this limit will not be accepted.

Refer to Bonfire portal for minimum system requirements.

Need Help?

Nipissing University uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

Please **do not** include any financial information in the main document.

All financial information must be submitted as Appendix B.

4.3.3 Other Proposal Considerations

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

- All pages should be numbered
- All information in the Proposal must be contained in the submission files. Information contained in embedded link will not be considered part of a Proposal, and will not be evaluated or scored.
- The Appendices provided, as appropriate, should be used for completing the Proposal.
- Completely address, on a point-by-point basis, each requirement identified in Appendix D and the Proposal should be complete in all respects.
- Adhere to the Proposal format requirements described above.
- Respond to the requirements in the applicable appendices, or as may be directed in this RFP.

4.3.4 Withdrawal of Proposal

A Proponent may withdraw its Proposal at any time. A Proposal may not be resubmitted or modified after the Proposal Submission Deadline. The Purchaser has no obligation to return withdrawn Proposals.

4.3.5 Amendment of Proposal

A Proponent may retrieve and amend its Proposal prior to the Proposal Submission Deadline. The Proponent is responsible for ensuring the Proposal is properly resubmitted before the Proposal Submission Deadline.

The Purchaser has no obligation to return amended Proposals.

4.3.6 Completeness of Proposal

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

4.3.7 Proponent's Proposals Retained by Purchaser

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

4.3.8 Acceptance of RFP

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

4.3.9 Amendments to Proposals

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

4.3.11 Proposals will not be Opened Publicly

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

4.3.12 Clarification of Proponent's Proposals

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

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

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

4.3.13 Verification of Information

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

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

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

4.3.14 Proposal Acceptance

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

4.3.15 RFP Incorporated into Proposal

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

4.3.16 Exclusivity of Contract

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

4.3.17 Substantial Compliance

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

4.3.18 No Publicity or Promotion

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

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

4.4 Execution of Agreement, Notification and Debriefing

4.4.1 Selection of Proponent

Purchaser anticipates that Proponents will be selected within thirty (30) days of the Proposal Submission Deadline. Notice of selection by the Purchaser to the Preferred Proponent will be in writing by email from the RFP Coordinator.

The Preferred Proponent shall execute the Agreement to this RFP and satisfy any other applicable conditions of this RFP within thirty (30) Days of notice of selection. This provision is solely to the benefit of the Purchaser and may be waived by the Purchaser at its sole discretion.

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

4.4.2 Failure to Enter Into Agreement

In addition to all of Purchaser's other remedies, if the Preferred Proponent fails to execute the Agreement or satisfy any other applicable conditions within thirty (30) Days of notice of selection, the Purchaser may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent.

4.4.3 Notification to Other Proponents of Outcome of RFP Process

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

4.4.4 Debriefing

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

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

The Purchaser will not disclose submission information from other Proponents.

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

4.4.5 Bid Dispute Resolution

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

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

A protest in writing shall include the following:

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

4.5 Prohibited Communications, Confidential Information and FIPPA

4.5.1 Confidential Information of the Purchaser

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

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

4.5.2 Confidential Information of the Proponent

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

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

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

4.5.3 Proponent's Submission

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

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

4.5.4 Personal Information

Personal Information shall be treated as follows:

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

4.5.5 Non-Disclosure Agreement

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

4.5.6 Freedom of Information and Protection of Privacy Act

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

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

4.5.7 Competition Act

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

4.5.8 Trade Agreements

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

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

4.5.9 Intellectual Property

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

4.6 Reserved Rights and Governing Law of the Purchaser

4.6.1 General

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

- Make public the names of any or all Proponents
- Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information into the Proponent's Proposal, at the Purchaser's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proponent's Proposal in any material manner.

- Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in the Purchaser’s sole discretion.
- Verify with any Proponent or with a third party any information set out in a Proposal, as described in Section 4.3.14.
- Check references other than those provided by Proponents.
- Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with the Purchaser impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP.
- Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached a contract with the Purchaser, or has otherwise failed to perform such contract to the reasonable satisfaction of the Purchaser, the Proponent has been charged or convicted of an offence in respect of a contract with the Purchaser, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of the Purchaser.
- Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal.
- Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP.
- Accept or reject a Proposal if only one (1) Proposal is submitted.
- Reject a subcontractor proposed by a Proponent within a consortium.
- Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to the Purchaser.
- Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where
 - The Purchaser determines it would be in the best interest of the Purchaser not to award an Agreement
 - The Proposal prices exceed the bid prices received by the Purchaser for services acquired of a similar nature and previously done work
 - The Proposal prices exceed the costs the Purchaser would incur by doing the work, or most of the work, with its own resources
 - The Proposal prices exceed the funds available for the Services, or
 - The funding for the acquisition of the proposed Services have been revoked, modified, or has not been approved

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

- Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent’s Proposal, and

- Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against the Purchaser or is otherwise engaged in a dispute with the Purchaser.
- By submitting a Proposal, the Proponent authorizes the collection by the Purchaser of the information identified in this RFP, which the Purchaser may request from any third party.

4.6.2 Rights of the Purchaser – Preferred Proponent

In the event that the Preferred Proponent fails or refuses to execute the Agreement within fifteen (15) Days from being notified of its position as the Preferred Proponent, the Purchaser may, in its sole discretion:

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

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

4.6.3 No Liability

The Proponent agrees that:

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

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

4.6.4 Assignment

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

4.6.5 Entire RFP

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



4.6.6 Priority of Documents

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

4.6.7 Governing Law

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

[End of Part 4]

APPENDIX B – Form of Offer

Each Proposal must include this form (3 pages) completed and signed by the Proponent.

To: Nipissing University

1. Proponent Information

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

2. Offer

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

3. Prices

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

4. Mandatory Forms

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

Mandatory Forms	Include in Proposal as set out in Section 4.3.2	Yes, Enclosed
Appendix A - Proposal		
Appendix B – Form of Offer		
Appendix C – Rate Bid Form		
Appendix D – References		

5. Addenda and Questions/Answers

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

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

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

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

6. Disclosure of Information

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



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

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

8. Unfair Advantage and Conflict of Interest Statement

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

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

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

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

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent

APPENDIX C – Rate Bid Form

Proponent Name:

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

Submission Pricing	
Total Price of submission:	\$ _____

APPENDIX D – References

Proponent Name:

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

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

Reference #1

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

Reference #2

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

Reference #3

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