

Request for Proposal

INSTITUTION: Durham College of Applied Arts and Technology

RFP NAME: Interior Renovations (A-Wing Level-3)

RFP #: RFPDC05162023A

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.

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2. RFP Schedule

Description	Date
Issue Date:	May 16, 2023
Site Meeting Date:	May 24, 2023 at 11:00am EST
Questions/Enquires Due Date:	May 25, 2023 at 3:00pm EST
Responses to Questions Date:	May 26, 2023 at 5:00pm EST
Closing Date:	June 1, 2023 at 11:00am EST

2.1. Site Meeting

- a) The meeting will take place at 2000 Simcoe St. N, Oshawa at the day and time indicated in the RFP Schedule. The initial starting point for the meeting will be the security desk located inside the main entrance of the Gordon Willey building. (<https://map.durhamcollege.ca/>).
- b) If you'd like to attend the Site Meeting, please RSVP to Donny Gough at donny.gough@durhamcollege.ca on or before the Site Meeting Date/Time.
- c) 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.

2.2. Durham College

With campuses in Oshawa and Whitby, Durham College (DC) offers over 11,400 full-time students access to more than 140 post-secondary programs, including four honours bachelor degrees and nine apprenticeship programs.

DC enables students to develop career-ready skills for the ever-changing job market by providing an exceptional college education. With a focus on experiential learning, led by expert faculty, through field placements, applied research, co-ops and other hands-on opportunities, DC grads are known for having the skills and knowledge employers need.

At the Oshawa campus, the Centre for Collaborative Education brings together local, Indigenous and global communities, featuring the Durham College Spa, Global Classroom and interprofessional simulation and anatomy labs. The campus is also home to four of the college's applied research centres, including the AI Hub, Centre for Cybersecurity Innovation, Mixed Reality Capture Studio and Social Impact Hub. Additionally, the flexible, fully automated, and industrial-grade Integrated Manufacturing Centre serves as a model of the new standards in advanced manufacturing, mechatronics and engineering education.

At DC's Whitby campus, the new 60,000 sq. ft. Centre for Skilled Trades and Technology shines a spotlight on industrial skilled trades training, innovation and

education, and includes a double-height shop lab, new classrooms and student touchdown spaces, among other features. The campus also features the W. Galen Weston Centre for Food, which is home to the award-winning full-service restaurant, Bistro '67; retail store, Pantry, featuring food grown and prepared by students; and the Barrett Centre of Innovation in Sustainable Urban Agriculture and its community-inspired urban farm.

3. Associated Bid Documents

Below is a complete list of associated bid documents:

- a) Drawings and Specifications
 - i. Drawings
 - ii. Specifications
- b) Price Bid Form

4. Description and Scope of Work

- a) Durham College of Applied Arts and Technology (the "Institution") is accepting proposals for Interior Renovations of A-wing Level-3 located in the Gordon Willey Building at Durham College, 2000 Simcoe St. N, Oshawa, ON, as further described in the Associated Bid Documents and Deliverables.
- b) The Proponent will be required to complete the work described in the Deliverables during regular business hours, evenings, and weekends in order to expedite the project, reduce noise pollution, and to ensure that campus activities are not disrupted.

4.1. Alternate Products

- a) The use of a specific Manufacturer's products or brand name is to convey the requirements, type, character and quality of the product desired and is not meant to restrict competition. All products submitted for review shall be of equivalent or higher quality than the products listed in this RFP and be similar in appearance and finish.
- b) The Institution reserves the right to determine whether an alternate product is equivalent and meets the requirements of this project.

5. Deliverables

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

5.1. Drawings and Specifications

- a) Please refer to the Drawings and Specifications listed in the Associated Bid Documents for full details.
- b) Products must meet all dimensional and performance requirements. Products not meeting these requirements shall be remedied by the Proponent at no

additional costs to the Institution, including but not limited to, re-engineering if required.

5.2. Site Supervisor

One site supervisor shall be present for all work forming part of the project. The designated individual shall remain the same throughout the course of construction.

5.3. 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 the Institution and to accommodate continued facility operations.
- c) The Proponent shall perform the work on a Monday to Saturday basis between the hours of 7:00 am and 6.00 pm., and on Sundays between the hours of 8:00am and 7.00 pm., unless otherwise directed by the Institution. The Institution may require that work be restricted at certain times, and will provide a minimum of 3 days written notice of such times.
- d) The Proponent shall refrain from work on Statutory Holidays recognized by the Institution. Under special circumstances, approval may be given for work on Statutory Holidays, at the discretion of the Institution. The Proponent will submit written notification at least four (4) days in advance of the Statutory Holiday on which he desires to work, indicating the location and nature of the work to be performed. The Proponent must obtain written permission from the Institution authorizing work on a specific Statutory Holiday.
- e) Work shall be completed in accordance with the following schedule:
 - i. **Estimated Commencement Date:** Five (5) days upon award or otherwise agreed upon.
 - ii. **Total Completion Date:** August 15, 2023
- f) Prior to commencement of work, the Proponent will provide the Institution a detailed schedule that includes, but not limited to, any required shut-downs for Institution review in order to minimize campus disruptions.
- g) The Proponent will be required to provide all labour, material and equipment and direct his subcontractors and suppliers to work the number of shifts and days that are necessary to meet the Institution's schedule.
- h) Proponents shall allow in their Stipulated Price for all premium time and other costs as necessary to meet the required completion date.

5.4. Building Access / Renovation

- a) The Proponent will protect areas from damage using barriers, markers or temporary signs as required.

- 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 to complete the project.
- c) Proponents must provide subcontractors that are certified for all products.
- d) Access to the space/site and parking for deliveries is to be coordinated to minimize impact to campus operations.
- e) All deliveries are to be during regular business hours and are to be coordinated in advance through the Institution.
- 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) The Institution reserves the right to access the “construction site” for efforts required to maintain their operations. Such access will be coordinated through the site supervisor. Training on the Proponent’s health and safety protocols must be provided at the onset of the project to all applicable facility staff
- i) Works to be carried outside the working space shall be coordinated and agreed with the Institution.

5.5. 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 must comply with the requirements of the Occupational Health and Safety Act.
- c) Submit WSIB, Insurances and safety requirements prior to starting the works.
- d) In case of emergency, the contractor/s shall comply with the Institution’s emergency response plan

5.6. 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 Institution operation.

6. 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. Change Orders

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

8. Parking

The Proponent will be responsible for parking for the duration of the project.

- a) Free Parking is not available, public parking is available on campus for a fee.
- b) Parking rates are available at <https://durham.parkadmin.com/>
- c) Costs for parking shall not be billed to the Institution.

9. Health and Safety

- a) The Institution is committed to the prevention of illness and injury through the provision and maintenance of healthy and safe conditions on our premises. The Institution endeavors to provide a hazard-free environment and minimize risks by adherence to all relevant legislation and, where appropriate, through development and implementation of additional internal standards, programs and procedures.
- b) The Institution requires that health and safety be the primary objective in every area of operation and that all persons using College premises comply with procedures, regulations and standards relating to health and safety.
- c) The Proponent shall be solely responsible for ensuring the safety and health of their agents, employees and sub-contractors as approved and for ensuring that their activities do not compromise the safety of the Institutions operations. Proponent shall provide to their agents, employees and sub-contractors, at their own expense, any and all safety equipment required to protect against injuries during the performance of the services and shall ensure that their agents, employees and sub-contractors are 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 the Institutions 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, Regulation and Code, and its amendments thereto. The Institutions reserve the right to audit Proponents health and safety performances during the term of this project.

9.2. WSIB (Workplace Safety and Insurance Board)

Proponent warrants and represents that is shall comply with all relevant WSIB Ontario requirements.

- a) Proponent is responsible for carrying and paying for full WSIB coverage for itself and all employees engaged in the performance of this project.
- b) Should any portion of the work performed is sub-contracted, the Proponent will ensure that each sub-contractor also maintains, during the course of this project, the appropriate insurance coverage.

9.3. Smoke Free Campus

- a) The Institution 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, the Institution 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, including all student residences on campus.

10. Proposal Submission Format

10.1. Technical Proposal Submission

Technical Proposal Submissions should include the following documentation:

- a) **Company History** - Brief history of your company and description of key personnel assigned to our account.
- b) **CCDC Document 11** - Submission of a completed CCDC Document 11, including number of years in business and project experience for institutional clients (i.e. colleges, universities, school boards, government institutions).
- c) **Relevant Experience** - Site Supervisor experience, including resume and past relevant project experience.
- d) **References** - Three relevant, related and current client signed reference letters complete with contact name(s), email address, telephone number. The reference letters should contain the following:
 - i. Quality of Work
 - ii. Organization and Communications
 - iii. Control of Subtrades (where applicable)
 - iv. Flow, Quality & Timeliness of Documentation
 - v. Completion on Time (schedule adherence)
 - vi. Follow up to Close Out (Deficiencies)
 - vii. Warranty Response
 - viii. Extras (value, cost, back-up information)
- e) **Understanding of Deliverables** - Project Approach and Methodology and any known constraints. The Approach and Methodology section of the response must support the dates set out in the Gantt chart schedule and explain how the project will be completed accordingly.
- f) **Project Milestone Schedule** - Gantt Chart Format.

- g) **Health and Safety** - Health and Safety policies, submission of most recent form of CAD 7 Calculations or the Merit Adjusted and Premium Program Rate Statement (MAPP) issued by the WSIB, safety documentation (e.g., working at heights).
- h) **Forms** – Bid Forms; Appendix A – Declaration Form

10.2. Financial Proposal Submission

Proponent must provide an overall price plus HST to complete this project and individual unit prices for each of the subcontracted services. Please complete the Price Bid Form document and submit this file separately from the technical proposal.

11. Questions/Enquires

- 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@durhamcollege.ca.
- b) The Proponent shall make all investigations necessary to be informed regarding the work or services to be furnished.

12. Submission of Proposals

- a) Proposal responses shall be uploaded to Biddingo.com under this opportunity listing. If you require assistance with loading your response, please contact Biddingo by email at info@biddingo.com or by telephone at (416)756-0955.
- b) Please ensure that the technical proposal file does not include any pricing information.

13. Proposal Evaluation and Selection Process

The Institution 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
CCDC Document 11, including number of years in business and project experience for institutional clients (i.e. colleges, universities,	30

Category	Available Points
school boards, government institutions); Supervisor Resume and past relevant project experience	
Three relevant, related and current client signed reference letters complete with contact name(s), email address, telephone number	15
Project Methodology, Known Constraints, and Milestone Schedule (Gantt Chart Format)	50
Proponent's Health and Safety policies and Most recent form of CAD 7 Calculations or the Merit Adjusted Premium Program Rate Statement (MAPP) issued by the WSIB	5
Interviews (To be determined)	*10
Total	100/*110

* 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 an interview. In the event that two or more Proponents obtain an identical Technical Proposal score, we reserve the right to increase the number of Proponents invited to the interviews. The purpose of the interview will be 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 qualify to have their Financial Proposal scored out of 30 points. The Technical and Financial scoring will be combined to rank the Proponents.
- b) In the event that two or more bidders obtain an identical scoring, the selected supplier will be determined by way of a coin toss.
- c) The Institution will not be bound to accept the lowest cost proposal. All the criteria listed above will be taken into consideration when selecting a Proponent.
- d) The Institution intends to award a contract to the Contractor whose proposal offers the best quality and value to the Institution. However, the Institution 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. Terms & Conditions

14.1. Definitions

- a) "Institution" means Durham College of Applied Arts and Technology.
- b) "RFP" means Request for Proposal.
- c) "Proponent" means the person or persons or Corporation to whom the purchase order is issued or agreement made with.
- d) "Partner" means a person or persons or Corporation with shared risks and profits.
- e) "Work" means the project requirements, milestones, deliverables, end products, documents and reports that are expected to be provided by the successful Proponent.
- f) "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:
 - i. in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - having, or having access to, information in the preparation of its proposal that is confidential to the Institution and not available to other Proponents;
 - communicating with any person with a view to influencing preferred treatment in the RFP process including the giving of a benefit of any kind, by or on behalf of the Proponent to anyone employed by, or otherwise connected with, the Institution; or
 - 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;
 - ii. in relation to the performance of its contractual obligations in a contract or purchase order with the Institution, the Proponent's other commitments, relationships or financial interests
 - could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or
 - could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

14.2. Invoicing

- a) Unless otherwise indicated herein, the prices stated herein or in any purchase order or contract arising out of this RFP are payable in Canadian Funds.
- b) Proponent invoices relating to the Work, if any, must include the payee's valid purchase order number; applicable taxes, special charges such as packaging, freight and each item must be shown separately.

- c) In accordance with the Ontario Construction Act, R.S.O. 1990, c. C.30 Part 1 Prompt Payment section 6.4, the Institution will issue payment Net twenty-eight days (28) upon receipt of Proponent's proper invoice.
- d) Where the Proponent is a Canadian resident, it must include its tax registration number on each invoice.
- e) The Proponent shall not include any special charges such as packaging, shipping, and freight as separate items on the invoice unless agreed by the Institution, in writing, in advance of issuing such invoice.
- f) Prices contained in the Proponent's proposal shall be inclusive of all costs except taxes.

14.3. Right to Cancel

- a) The Institution shall have the right to cancel at any time this RFP or any contract or purchase order or any part of any contract or purchase order resulting from this RFP in respect of the goods, material, articles, equipment, work or services set out in this RFP or any such contract or purchase order or part of such contract or purchase order, not delivered or performed at the time of such cancellation, and the Institution will not be responsible to make any payments in respect of any such goods, materials, articles, equipment, work or services and shall not incur any liability whatsoever in respect thereto.
- b) In the event that the Proponent fails or neglects by any act or omission to comply with any of the conditions set out herein, this RFP or any contract or purchase order resulting from this RFP may be unconditionally cancelled by the Institution without the requirement to provide prior notice to the Proponent.

14.4. Guaranty of Proposal

All goods, material, articles, equipment, work or services, specified or called for in or under this RFP, shall be supplied or performed at the price or process and on the basis set forth or referred to in and in accordance with the offer and this RFP. The basis on which this RFP is given shall include any specifications, plans, price schedules, samples, addenda or other details pertaining thereto, or provided in connection therewith.

14.5. Right of Notice

Any notice that the Institution may require or desire to give to the Proponent shall for all purposes be deemed to have been sufficiently and properly given and afforded by registered mail or email addressed to the Proponent at the address or email provided by the Proponent in its proposal and shall therefore be presumed to have been received by the Proponent on the third day following such registration. Couriers delivery that requires signature will be presumed to have been received by the Proponent on the third business day. E-mail presumed to have been received in one business day.

14.6. Proposal /Tender Costs

The Proponent shall bear all costs and expenses with respect to the preparation and submission of its proposal and the Proponent's 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.

14.7. Negotiation

- a) The Institution reserves the right to enter into negotiations with one or more Proponents on any or all aspects of the proposal. If the Institution receives no compliant proposal, the Institution reserves the right to enter into negotiations with one or more Proponents who submitted non-compliant proposals, or with third parties.
- b) The Institution may, as a result of this RFP process, develop a short list of Proponents and enter into detailed discussions and/or negotiations with one or more Proponents on such list.

14.8. Conflict of Interest

- a) In addition to the other information and representations made by each Proponent in response to this RFP, each Proponent must declare whether it has an actual or potential Conflict of Interest.
- b) If, at the sole and absolute discretion of the Institution, the Proponent is found to be in a Conflict of Interest, the Institution may, in addition to any other remedies available at law or in equity, disqualify the proposal submitted by the Proponent.
- c) 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 contract other than those disclosed in its response to this RFP. Where the Institution discovers a Proponent's failure to disclose all actual or potential Conflicts of Interest (including Conflicts of Interest that may arise after the award of a contract or purchase order), the Institution may disqualify the Proponent or terminate any contract awarded to that Proponent pursuant to this procurement process.
- d) During the term of any contract or purchase order arising as a result of this RFP, the Proponent shall not undertake or engage in any work for another client that could reasonably result in a Conflict of Interest.
- e) The Proponent will not be a Partner of the Institution.

14.9. Debriefing

- a) The Institution will make available to any compliant 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 their proposal.

- b) Requests for a debriefing must be received, in writing via email, within 60 calendar days of the award notice.

14.10. Bid Dispute

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

- a) The Proponent shall submit a Bid Protest, in writing, to the Manager, Procurement within 10 business days of its debriefing. A Bid Protest can only be submitted if a Debriefing had already taken place. Any Bid Protest that is received after such 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 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 CFO of the Institution who will render the final decision in respect of the bid dispute.

14.11. 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.
- b) If selected the Proponents design shall demonstrate compliance with all applicable AODA standards.
- c) Proponents required to be on campus, contractors engaged by the Institution and their sub-contractors, are responsible for adhering to and following the commitments set out in the Institution's Accessible Customer Service Policy. The Proponent agrees to adhere to the Policy and to ensure that all of its sub-contractors similarly adhere to the Policy. A Proponent's proof of personnel's completion of AODA Customer Service Standard training will be provided upon request by the Institution.

- d) Whenever applicable, the Institution will consider general accessibility principles of the software including:
- 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)

14.12. Discrimination, Harassment Sexual Violence and Labour Practices

- a) Proponents and Proponents' sub-contractors who perform services on Campus must comply with the Institution's Discrimination, Harassment and Sexual Violence Policies and the Ontario Human Rights Code. If a Proponent or Proponent's sub-contractors are found in violation of these Policies or the Ontario Human Rights Code the violation will result in cancellation of the purchase order or debarment of the contract.
- b) The Institution endeavors to deal only with Proponents who adhere to the labour standards of the International Labour Organization "Declaration on Fundamental Principles and Rights at Work" in relation to the acquisition of apparel and non-apparel products bearing the name, logo, image or trademark of the Institution. Also strive to ensure that the Proponents also require compliance from their sub-contractors" to this <http://www.ilo.org/global>.

14.13. Sustainability

- a) The Institution is committed to reducing the environmental impacts of its operations and moving towards environmentally sustainable campus practices. As such, the Institution recognizes that there are environmental impacts associated with the Institution'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, the Institution 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 their commitment to the preservation and sustainability of the environment in regards to practices, vehicles, products used in the execution of the agreement;
 - Detail the company’s building-specific Green Plan. 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;
 - Companies must show proof of environmental certifications
 - Companies must be transparent with their commitment to Sustainability in their business practices.

14.14. Unique Content

The Proponent agrees that the Institution’s logo and any Institution branded promotional items will remain exclusive to the Institution and will not be shared with the Proponent’s other customers. The Proponent also agrees that any intellectual property arising from the performance of the Work or any contract or purchase order arising from this RFP will become the property of the Institution.

14.15. Confidentiality

The Proponent agrees to enter into a Non-Disclosure Agreement with the Institution before any confidential information is provided by the Institution in support of the Work. Such Non-Disclosure agreement will remain in effect for the term of any contract or purchase order arising from this RFP

14.16. Term

The prices provided by the Proponent in its RFP response shall remain firm for the duration of the project.

14.17. Freedom of Information and Protection of Privacy Act

The Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31, as amended ("FIPPA"), applies to information provided to the Institution by a Proponent. Proponents are advised that their proposals will be released if the Institution receives a FIPPA request. Proposals will also be released as necessary to the Institution's advisers retained for the purpose of evaluating or participating in the evaluation of their proposals. In accordance with CFTA Article 203: Transparency, the following shall be deemed confidential:

- a) Information that would impede law enforcement;
- b) Information that would involve a waiver of privilege;
- c) Information that would prejudice the legitimate commercial interests of third persons; or
- d) Information that would be exempt from disclosure under, or its disclosure would contravene, applicable law

14.18. Withdrawal, Modification or Alteration of Proposal

- a) Prior to the RFP opening, changes may be made to a proposal provided the change is initialed by the Proponent or authorized agent. Also, a proposal may be withdrawn upon written request of the Proponent prior to the scheduled closing time for accepting proposals. Negligence on the part of the Proponent in preparing their proposal confers no right to withdraw their response after the scheduled closing time for filing proposals.
- b) As a result of any of these actions, if the intent of the Proponent is not clearly identifiable, the interpretation most advantageous to the Institution will prevail.

14.19. Electronic Funds Transfer

- a) In this section, the term "EFT" refers to electronic funds transfer and may also include the payment information transfer. All payments made by EFT shall only be made as a direct deposit to a Canadian chartered bank.
- b) All payments by Institution under this RFP or contract shall be made by electronic funds transfer (EFT) save and except where:
 - i. the Institution is unable to release one or more payments by EFT, in which case the Proponent agrees to either:
 - ii. accept payment by cheque or some other mutually agreeable method of payment; or
 - iii. request Institution to extend payment due dates until such time as the Institution makes payment by EFT

14.20. Governing Law

- a) This RFP and any contract or purchase order arising from this RFP shall be governed by the laws of the Province of Ontario.
- b) The Proponent shall comply with all relevant Federal, Provincial and Municipal Statutes, Regulations and By-laws pertaining to the Work. Without limiting the generality of the foregoing, this particularly includes the Municipal

Freedom of Information and Protection of Privacy Act (MFIPPA) and, Ontario Regulation 429/07, Accessibility Standards for Customer Service, as provided for under the Accessibility for Ontarians with Disabilities Act (AODA).

14.21. Canadian Free Trade Agreement (CFTA)

This procurement falls within the scope of Chapter 5 of the Canadian Free Trade Agreement. For further reference, please visit (<https://www.cfta-alec.ca/canadian-free-trade-agreement/>).

Appendix A - Declaration Form

I, hereby, submit the RFP and shall comply with all terms, conditions, and specifications as set out in the RFP specified herein and above.

Description	Information Requested
Company Name:	
Contact Name and Title:	
Signature:	
Date:	
Address:	
Telephone Number:	
Fax Number:	
Email Address:	
H.S.T. or G.S.T Number	

This form should be completed, properly signed and received on or before the date and time specified or your RFP may not be considered.

No Collusion

By submitting a Submission the Proponent and each firm, corporation or individual member of the Proponent represents and confirms to the Institution with the knowledge and intention that the Institution may rely on such representation and confirmation, that it's Submission has been prepared without collusion or fraud and in fair competition with Submissions from other Proponents.

Communication

Proponents, and 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 Committee at any stage of this RFP process, including during the evaluation process, except as expressly permitted under this RFP

Release of RFP Information

By signing and submitting this RFP, you are agreeing to the release of your RFP information, as deemed necessary by the Institution, in order to conduct business associated with this RFP