



THE DISTRICT OF THUNDER BAY
SOCIAL SERVICES ADMINISTRATION BOARD

**The District of Thunder Bay Social Services Administration Board (TBDSSAB)
Request for Proposal Standard Conditions**

INTRODUCTION

This document contains the Request for Proposal (RFP) Standard Conditions which outline the process and rules that apply to TBDSSAB RFP's.

PROCESS OVERVIEW

The following flow chart provides a generic RFP process overview. The actual process and specific dates for the process are contained in each RFP and may vary slightly.

Step No.	Process	Description
1.	Read The RFP	Read the RFP ensuring it is fully understood; in particular what is being requested.
2.	Clarification Period	If clarification is required on any points, contact the TBDSSAB Purchasing Professional identified within the RFP before the end of the Clarification Period.
3.	Responding to your questions	Questions must be in writing and must be asked by the question due date stated in RFP. Questions that are relevant to all suppliers will be answered in an addendum issued in writing by the TBDSSAB.
4.	Site/Information Meetings	If the TBDSSAB intends to hold a Site Visit or Information Session, the date, time and location will be stated in the RFP.
5.	Closing Date	Ensure your proposal submission is submitted to the TBDSSAB by the Closing Date, and that all information and documents requested in the RFP are provided, as well as the correct number of hard copies.
6.	Supplier Presentations	If the TBDSSAB intends to invite proponents to provide a presentation it will be stated in the RFP. A TBDSSAB Purchasing Professional will contact potential proponents to arrange date and time if a presentation is being requested.
7.	Notifications and Debriefs	Following TBDSSAB's evaluation of proposals, the aim is to promptly notify all suppliers of the outcome. Please wait to be contacted by TBDSSAB. TBDSSAB will hold debriefs for proponents who request them.

STANDARD CONDITIONS

The Request for Proposal (RFP) Standard Terms & Conditions are as follows.

1. BASIC REQUIREMENTS

Buyer's Terms

- 1.1. This RFP, including all Schedules, sets out the Buyer's, i.e. TBDSSAB's terms upon which Suppliers may submit Proposals. These terms are non-negotiable.
- 1.2. Any suitably qualified and experienced Supplier may submit a Proposal in response to this RFP.
- 1.3. Each Supplier should carefully read this RFP to ensure that its Proposal complies with the Buyer's terms. By submitting a Proposal the Supplier accepts that it is bound, without reservation or variation, by the terms set out in this RFP.
- 1.4. The Buyer is not required to accept any Proposal for evaluation that does not comply with these terms.

Indicative Timeline

- 1.5. The indicative timeline for this RFP is stated in the RFP. Please note that these dates and times may be subject to change at the sole discretion of the Buyer. The Buyer will notify Suppliers of any changes to these dates or times by addenda.

Buyer's Contact Person

- 1.6. All enquiries regarding this RFP must be directed to the Buyer's Contact Person, whose details are provided in the RFP. The Buyer requests that email be used for all communications in relation to this RFP.
- 1.7. Only the Contact Person, and any person authorised by the Contact Person, are authorised to communicate with Suppliers regarding any aspect of this RFP. Where a Supplier has an existing contract with the Buyer then business as usual communication, for the purpose of that contract, will continue using the usual contacts. Suppliers must not use business as usual contacts to lobby the Buyer, solicit information or discuss aspects of this RFP.
- 1.8. The Buyer will not be bound by any written or oral statement made by any person, other than the Contact Person.
- 1.9. The Buyer may change the Contact Person at any time. The Buyer will notify Suppliers of any such change by issuing an addendum.

Suppliers' Obligations

- 1.10. Each Supplier will be considered to have:
 - a. examined the RFP and any documents referenced in the RFP and any other information provided by the Buyer;
 - b. considered all the risks, contingencies and other circumstances relating to the delivery of the goods or services and included adequate provision in its Proposal to manage such risks and contingencies;

- c. satisfied itself as to the correctness and sufficiency of its Proposal, including the proposed pricing and the sustainability of the pricing.

Ethics

- 1.11. Suppliers must not, in relation to any representative of the Buyer, directly or indirectly:
 - a. approach, contact, lobby or solicit information concerning any aspect of this RFP, or;
 - b. attempt to influence, or provide any form of personal inducement, reward or benefit.
- 1.12. A representative of the Buyer includes any employee, consultant, contractor or advisor engaged by the Buyer. Any Supplier, who attempts to do anything prohibited by the above clause, will be disqualified from this RFP.

Anti-collusion

- 1.13. In submitting a Proposal each Supplier is required to provide a warranty that its tender has not been prepared with consultation, communication, contract, arrangement or understanding with any Competitor (unless for joint venture, consortium or sub-contracting purposes).
- 1.14. There is no expectation or obligation for Suppliers to submit Proposals in response to this RFP solely to remain on any prequalified or preferred supplier list.
- 1.15. Suppliers must indicate if they intend any person or organisation, who is not an employee, to sub-contract any part of the deliverables. The sub-contractor's details including the sub-contracted deliverables and price must be provided.
- 1.16. The Buyer reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Suppliers to the appropriate authority and to provide that authority with any relevant tender information.

Confidentiality

- 1.17. The Buyer, and each Supplier, will keep confidential all Confidential Information provided by the other. No Confidential Information will be provided to a third party without the other's prior written consent.
- 1.18. Where a Supplier's Proposal contains information, such as intellectual property, that it considers should be held confidential, the Supplier must clearly identify the information and mark it 'confidential' or 'commercially sensitive'. The Supplier may be asked by the Buyer to indicate the reason why such information should be held as confidential.
- 1.19. Suppliers acknowledge that the Buyer's obligations under the above clause are subject to the requirements imposed by statute (e.g. Freedom of information and Protection of Privacy Act). The Buyer's obligation to keep the Supplier's information confidential will not be breached if the information is disclosed by the Buyer to the appropriate authority because of suspected collusive, or anti-competitive tendering behaviour.

2. PREPARING A PROPOSAL

Clarification Period

- 2.1 Each Supplier must satisfy itself as to the interpretation of the RFP, and should, where there is any perceived ambiguity or uncertainty in the RFP documents, seek clarification.
- 2.2 During the period from the date the RFP is issued to the deadline for Suppliers' questions, stated in the RFP, Suppliers may contact the Contact Person to request clarification of any matter regarding the RFP or to request additional information.
- 2.3 All such requests must be by email or fax to the Buyer's Contact Person whose details are provided in the RFP. In sending an email the Supplier should request a 'read receipt'. Please allow a reasonable period of time for the Buyer to respond to a request.
- 2.4 The Buyer may not respond to any request received after the Clarification Period, although it reserves the right to do so.
- 2.5 If the Buyer considers a request to be of sufficient importance to all Suppliers, it may post a copy of the request (without identifying the Supplier) along with the answer by addenda. In deciding whether or not to publish the question and answer the Buyer will take into account the risk of disclosing information which may be commercially sensitive to a Supplier's business, such as Intellectual Property Rights. Otherwise, the Buyer may respond directly to individual Suppliers where it considers it desirable to do so.
- 2.6 To ensure fair consideration for all Proponents, the TBDSSAB prohibits communication to or with any department, Board member, or TBDSSAB staff during the submission or bid evaluation process unless otherwise directed by the Purchasing contact listed in this RFP. Proponents attempting to contact TBDSSAB staff or Board members other than the contact indicated in this RFP for whatever reason, during the submission or evaluation process, are advised that such action may result in their disqualification from the process. If consultation is deemed to be necessary by the TBDSSAB, a pre-proposal meeting of all Proponents and TBDSSAB staff will be arranged at a location of the TBDSSAB choosing.

Preparing a Proposal

- 2.7 Proposals must follow the format set out in the RFP. Suppliers must provide in their Proposal all information requested, and in the format specified by the Buyer.
- 2.8 Failure to provide all information required by the Buyer will normally result in the Supplier's Proposal being rejected as non-conforming.
- 2.9 Please print Proposals double-sided. Please minimise the use of non-recyclable or non-reusable materials, such as plastic report covers, plastic dividers, vinyl sleeves and binding materials. Two-ringed binders, glued materials, paper clips and staples are acceptable. Proposals should be submitted in a format which allows for easy removal and recycling of materials.

Language and Price

- 2.10 Proposals must be in English and prices are to be quoted in Canadian dollars exclusive of harmonized sales tax (HST).

Proposal Costs

- 2.11 Each Supplier must meet all of its own costs associated with the preparation and presentation of its Proposal and any negotiations.

Offer Validity Period

- 2.12 Proposals shall remain valid and open for acceptance for a period set out in the RFP.

Reliance on the Proposal

- 2.13 Each Supplier must ensure that all information provided to the Buyer is complete and accurate. The Buyer may rely upon all information provided by a Supplier in its Proposal and in any correspondence or negotiations with the Buyer, or the Buyer's representatives.

Ownership of Documents

- 2.14 All documents forming the Proposal will, when delivered to the Buyer, become the property of the Buyer. Proposals will not be returned to Suppliers at the end of the process.
- 2.15 Ownership of Intellectual Property Rights does not pass on a Proposal being delivered to the Buyer. However, the Supplier grants to the Buyer a license to retain, use, disclose and copy information contained in the Proposal for any purpose related to this RFP process.

3. SUBMITTING A PROPOSAL

Submitting a Proposal

- 3.1 Proposals must be presented and submitted to the Buyer in the manner set out in the RFP.
- 3.2 Proposals must be delivered to the Buyer by the deadline for Proposals (Closing Date) stated in the RFP.
- 3.3 The Buyer accepts no responsibility for Proposals delivered to the wrong address, or which, for whatever reason, are not received.
- 3.4 By submitting a Proposal each Supplier warrants that all information provided by it to the Buyer, is complete and accurate in all material respects. Each Supplier also warrants that the provision of that information, or its use by the Buyer, will not breach any third party Intellectual Property Rights.
- 3.5 Where the Buyer has requested the Proposal in hard copies and an electronic copy, and there is a difference between the hard copy and the electronic copies, the hard copy will prevail.

No Binding Legal Relations

- 3.6 Proposals are submitted on the basis that no binding legal relations with the Buyer are created unless, and until, a written contract between the Buyer and the Successful Supplier is signed by both parties.

Late Proposals

- 3.7 The Buyer will not accept any Proposal that it receives after the Closing Date.

4. EVALUATION OF PROPOSALS

Evaluation

- 4.1 The Buyer will convene an evaluation team comprising members chosen for their relevant expertise and experience. Suppliers must not communicate with any member of the evaluation team.
- 4.2 The Buyer will evaluate each Proposal in accordance with the methodology set out in Evaluation of Proposals.
- 4.3 The Buyer may direct the evaluation team to undertake due diligence relating to any Proposal at any time during the evaluation process. The Buyer may, at its sole discretion, invite independent advisors to evaluate any Proposal, or any aspect of any Proposal.
- 4.4 Suppliers should note that, while the Buyer may conduct interviews, site visits and reference checks, it intends to base its evaluation primarily on the written Proposal submitted in response to this RFP. Suppliers are therefore encouraged to submit their best and unconditional Proposals in the first instance.

Clarification

- 4.5 The Buyer may request clarification and additional information from any Supplier about any aspect of a Proposal. The Buyer is not required to request the same clarification or information from each Supplier.
- 4.6 The Supplier must provide the clarification or additional information in writing and within the reasonable time notified by the Buyer. The evaluation team may take such clarification or additional information into account in evaluating the Proposal.
- 4.7 If a Supplier fails to respond adequately or in a timely manner to any request for clarification or additional information, the Buyer may cease evaluating the Supplier's Proposal without further notifying the Supplier.

Collection of Further Information

- 4.8 Each Supplier authorises the Buyer to collect any information (except commercially sensitive pricing information) from any relevant third parties (such as a reference, previous or existing client) and to use that information as part of its evaluation of the Supplier's Proposal.
- 4.9 Each Supplier must ensure that all references provided in support of its Proposal agree to provide a reference and are appropriately briefed on the Proposal. To facilitate discussions between the Buyer and references, each Supplier waives any confidentiality obligations that would otherwise apply to information held by any referee, with the exception of commercially sensitive pricing information.

Preferred Supplier/s

- 4.10 Following the evaluation process, the evaluation team may select one (or more) Preferred Suppliers. The Preferred Supplier will be notified and advised of the process and timeline for contract negotiations. Such notification does not constitute acceptance by the Buyer of the Proposal, or imply or create any obligation on the Buyer to enter into negotiations with, or award a contract to any Preferred Supplier.

- 4.11 Each Supplier that is not a Preferred Supplier will be notified that:
- a. its Proposal has been unsuccessful, or;
 - b. its Proposal is currently not preferred.
- 4.12 At this stage in the process the Buyer does not intend to publicise the name of the Preferred Supplier.

Negotiations

- 4.13 The selection of the Successful Supplier/s will be influenced by the willingness of the Preferred Supplier/s to negotiate any outstanding issues in a responsive and co-operative manner.
- 4.14 The Buyer may discontinue negotiations with any Preferred Supplier at any time, for any reason and may select additional Preferred Supplier/s at any time.

Successful Supplier/s

- 4.15 On successfully completing negotiations and signing a contract the Buyer will inform all other Suppliers of the outcome and the name/s of the Successful Supplier/s, if any.

Supplier Debrief

- 4.16 Following the award of Contract, the Buyer will provide a debrief by phone or face to face meeting. The debrief will aim to:
- a. provide the reasons why a Proposal was not successful;
 - b. explain how the Proposal performed against the evaluation criteria;
 - c. indicate the relative advantages/strengths of the successful Proposal;
 - d. answer any concerns or questions from the supplier.

5. GENERAL TERMS AND CONDITIONS

Form of contract

- 5.1 Each Supplier agrees that any legally binding contract entered into between the successful Supplier and the Buyer will be essentially in the form set out in the RFP (Contract Terms & Conditions).
- 5.2 A Supplier's acceptance, or otherwise, of the contractual terms and conditions set out in the RFP is one of the criteria the Buyer will take into account when evaluating Proposals.
- 5.3 The Buyer reserves the right to amend the Contract Terms & Conditions following negotiations with the successful Supplier.

Status of RFP

- 5.4 Neither the RFP, nor the RFP process shall create any legal relationship between the Buyer and a Supplier. This proposal process does not give rise to a process contract.
- 5.5 The Supplier, by the acceptance of a contract and/or purchase order enters into a binding agreement of purchase and sale for the supply of the goods and services.

- 5.6 If there is any conflict, or inconsistency between the terms and conditions set out in this RFP and the terms contained in a Supplier's Proposal, the terms and conditions set out in this RFP shall prevail.

Buyer's Rights

- 5.7 In addition to any other term described in this RFP, the Buyer reserves the unrestricted rights, at any time, to:
- a. amend, suspend or cancel this RFP, or any part of this RFP;
 - b. change any date in this tender process on the provision that any material change is notified to suppliers by an addendum;
 - c. delete, change or add to any requirement contained in the Specification of Requirements prior to the Closing Date on the provision that any material change is notified to suppliers by a notice issued by addendum;
 - d. reject or accept any non-compliant Proposal;
 - e. reject or accept any alternative Proposal;
 - f. not accept the lowest price Proposal;
 - g. not enter into any contract with any Supplier;
 - h. exclude any Supplier from this RFP process where the Supplier has breached a term or condition of this RFP;
 - i. liaise or negotiate with any Supplier without disclosing this to, or doing the same with, any other Supplier;
 - j. provide, or withhold from any Supplier information in relation to any question arising in relation to this RFP. Information will only be withheld if it is deemed unnecessary, is commercially sensitive to a Supplier, or is inappropriate to supply at the time of the request;
 - k. split the provision of the Specification of Requirements into separate contracts.

Conflict of Interest

- 5.8 Each Supplier must include a Conflict of Interest Declaration with its Proposal. Each Supplier must immediately inform the Buyer should a Conflict of Interest arise during the RFP process.

Ontario law

- 5.9 The laws of Ontario shall govern this RFP and each Supplier agrees to submit to the exclusive jurisdiction of the Ontario courts in respect of any dispute concerning this RFP or the RFP process.