



OFIFC

Ontario Federation of
Indigenous Friendship Centres

**Request for Proposal
RFP2020-1**

**Request for Proposal
For: New Integrated Database, Web Portal &
Long-Term Technical Support**

V1.1

NOTICE TO POTENTIAL PROPONENTS

June 16, 2020

Request for Proposal

For: New Integrated Database, Web Portal & Long-Term Technical Support

Please review the attached document and submit your Proposal to the address noted below by the closing deadline of July 22nd, 2020 at 12:00 noon (local Toronto time)

Proposals will not be considered unless:

Received by the date and time specified above; and
Received at the address specified below; and
Proponent resides in Canada and is registered as a Canadian business.

Information and/or site meeting requirements:

Required: (yes/no)	Yes
Attendance Requirement: (mandatory/voluntary)	Mandatory
Date:	July 10 th , 2020
Time:	9:30 AM
Location:	Virtual - MS Team. Please send email of interest by July 2 nd , 2020 to receive an invite with meeting login information.

Deadline for Questions (must be in writing):	July 2 nd , 2020
Deadline for Issuance of any Addenda	July 19 th , 2020 at Noon
OFIFC Contact: Sean Longboat, Program Director	1-800-772-9291 416-956-7575 ofifc@ofifc.org

For convenience, you may affix the following address label to the envelope(s) containing your submission.

COMPANY NAME:	
CLOSING DEADLINE: 12:00 Noon (local Toronto time)	July 22nd 2020
DELIVER TO:	Sean Longboat, Program Director Ontario Federation of Indigenous Friendship Centres 219 Front St. E. Toronto, ON, M5A 1E8 Or email to ofifc@ofifc.org

The OFIFC will not be held responsible for submission documents submitted in an envelope(s) that are not labelled in accordance with the above instructions.

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1. ABOUT THE OFIFC

Founded in 1971, the Ontario Federation of Indigenous Friendship Centres (OFIFC) works to support, advocate for, and build the capacity of member Friendship Centres across Ontario.

Emerging from a nationwide, grassroots movement dating back to the 1950's, Friendship Centres are community hubs where Indigenous people living in towns, cities, and urban Centres can access culturally-based and culturally-appropriate programs and services every day. Today, Friendship Centres are dynamic hubs of economic and social convergence that create space for Indigenous communities to thrive. Friendship Centres are ideal incubators for young Indigenous people attaining their education and employment goals, they are sites of cultural resurgence for Indigenous families who want to raise their children to be proud of who they are, and they are safe havens for Indigenous community members requiring supports.

In Ontario, more than 85 percent of Indigenous people live in urban communities. The OFIFC is the largest urban Indigenous service network in the province supporting this vibrant, diverse, and quickly growing population through programs and initiatives that span justice, health, family support, long-term care, healing and wellness, employment and training, education, research, and more.

Friendship Centres receive their mandate from their communities, and they are inclusive of all Indigenous people – First Nation, Status/Non-Status, Métis, Inuit, and those who self-identify as Indigenous.

Learn more about the work the OFIFC does to support Friendship Centres at www.ofifc.org.

2. TERMINOLOGY

2.1 References to Labeled Provisions

Each reference in this Request for Proposal to a numbered or lettered “section”, “subsection”, “paragraph”, “subparagraph”, “clause” or “subclause” shall, unless otherwise expressly indicated, be taken as a reference to the correspondingly labelled provision of this Request for Proposal (RFP).

2.2 Definitions

Throughout this Request for Proposal, unless inconsistent with the subject matter or context,

“Addendum” or “Addenda” means any document or documents issued by the OFIFC before the Closing Deadline that changes the terms of the RFP or contains additional information related to the RFP;

“Agencies and Corporations” refer to bodies and organisations that have a direct reporting or funding relationship with the OFIFC. The list of current organisation name and contact of agencies and corporations to be considered under this RFP will be documented in the RFP.

“Agreement” means any written contract between the OFIFC and a Proponent or any purchase order issued by the OFIFC to the Proponent concerning the Services contemplated by this RFP, and shall be deemed to include the terms and conditions for the provision of the Services as set out in this RFP.

The “OFIFC” means the Ontario Federation of Indigenous Friendship Centres.

“OFIFC Contact” means the OFIFC employee(s) designated as OFIFC Contact on the Notice to Potential Proponents for all matters related to the RFP call process.

“Closing Deadline” means the date and time specified on the RFP Cover Page or any Addenda issued by the OFIFC, as the date and time by which Proponents must submit their Proposal;

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) 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

- (i) having or having access to information in the preparation of its Proposal that is confidential to the OFIFC and not available to other Proponents;
 - (ii) 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 OFIFC ; or
 - (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or
- (b) in relation to the performance of its contractual obligations in the OFIFC contract, 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 judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

“Board” means the Ontario Federation of Indigenous Friendship Centre’s Board of Directors.

"may" and "should" used in this RFP denote permissive (not mandatory).

“PIPEDA” means the *Personal Information Protection and Electronic Documents Act*.

"must", "shall" and "will" used in this RFP denote imperative (mandatory), meaning Proposals that don't satisfy imperative (mandatory) requirements will be deemed to be non-compliant and will not be considered for contract award.

“Confidentiality” applies to copies of proposals, correspondence, briefing notes, discussion papers, reports and minutes;

Meetings, and meeting minutes, with funders, and other institutions, agencies and organisations;

Information related to individual Friendship Centres and/or Board members;

Personnel records: confidential personnel memos, reports and records, and budget/financial records, and conversations related to personnel issues; and

Records, files, minutes, reports, briefings, training sessions, etc. related to the management of OFIFC programs.

“Proponent” means a legal entity that submits a Proposal. If two or more legal entities wish to submit a Proposal as a consortium, one member of the consortium must be identified as the Proponent with whom the OFIFC may enter into an Agreement, and the other member(s) must be identified as subcontractors to that Proponent.

“Subcontractor” means a business or a person that carries out work for a company as part of a larger project.

“Proposal” means an offer submitted by a Proponent in response to this RFP, which includes all of the documentation necessary to satisfy the submission requirements of the RFP.

“RFP” means this Request for Proposal package in its entirety, inclusive of all Appendices and any bulletins or Addenda that may be issued by the OFIFC.

“Services” means all services and deliverables to be provided by a Proponent as described in this RFP.

“Solution” means a set of goods and services meeting the OFIFC’s requirements, as set out in this RFP.

Proponent” means the successful Proponent with whom the OFIFC enters into an Agreement.

2.4 RFP Process Terms and Conditions

This RFP process is governed by the terms and conditions in Appendix ‘A’.

3. PURPOSE

To procure the services of a contractor to build a new Integrated Database (IDB) system and web portal to manage data-centric operations, reporting, communications, and user management.

The successful proponent will demonstrate the highest standards of data maintenance, database development, and long-term service management and support. Special emphasis will be placed on simplicity, accessibility, and the extensibility of the proposed design.

3.2 Mandatory Site / Information Meeting

Interested Proponents must attend the site /information meeting to familiarise themselves with the Project and ascertain the full extent of the work required. Proposals submitted by Proponents that did not attend the mandatory site /information meeting shall be declared informal and will not be considered. Individuals attending the meeting must sign in and indicate on the sign in sheet the name of the firm they are representing.

4. SCOPE OF WORK

4.1 Request for Proposal Assignment

The OFIFC has a mandate to support the aims and objectives of 29 member Friendship Centres across Ontario. Friendship Centres deliver programs and initiatives that span justice, health, family support, long-term care, healing and wellness, employment and training, education, research, and more. The end goal of this project is to build a new Integrated Database (IDB) and web portal to manage data-centric operations, reporting, communications, and user management. This project includes four broad stages:

1. Analysis and design of the database schema. Special emphasis is required to ensure that the resulting organization of data objects within the data schema is interpretable by non-technical OFIFC staff. Abstraction should **only** be used with measurable savings in resource costs during design or use of the system.
2. Analysis and design of the web portal mock-ups. Special emphasis is required to ensure the necessary user types, data-centric operations (e.g., creation, modification, tracking, importing, exporting), reporting functionality and types, and internal communications are designed to be as simple and accessible as possible. Advanced web features should **only** be used when they do not impact the simplicity and accessibility of the system or when there are significant measurable improvements to the functional requirements of the system.
3. Web portal development and training. Special emphasis is required to ensure that all relevant OFIFC stakeholders, both technical and non-technical, have sufficient on-boarding and documentation to guarantee a seamless transition to the new platform. **All** design decisions should be in support of this transition.
4. Long-term service management and support. Special emphasis is required to ensure the data schema and web portal are designed to handle revisions, modifications, and extensions to their initial setup. Data transparency and interpretability should **always** be favoured (e.g., documented standardized naming conventions for all data objects). Trained staff that can address the needs of non-technical stakeholders is required.

Proposed timeline.

Action	Date
Request for Proposal available	June 16 th – July 22 nd
Deadline for Information Meeting Questions	July 2 nd
Information Meeting	July 10 th
Deadline for Submission	July 22 nd
Decision	August 7 th
On-Boarding	August 14 th
Discovery	August 17 th – October 2 nd
Assume support Role	TBD
Begin new development	October 5 th

4.2 Ongoing Development

The successful proponent will continue to develop the database to support additional OFIFC programs. The development company will support the collection and analysis of the business requirements with OFIFC staff to determine the data to be gathered, integration into the database system, and reporting mechanisms. This will result in a quote for work cost per instance. Current rates should be specified on an hourly basis for project management, analysis of business requirements, developers, and quality assurance.

4.3 Continuous Improvement Process (CIP)

Propose and develop changes to the database system to improve the compatibility with funder reporting systems, performance measurement, program/project evaluation, improvements in extensibility, modularity, fault-tolerance, maintainability, reliability, robustness, security, user experience, performance, portability, and scalability.

- Identify opportunities within the integrated database
- Plan and propose how the benefits that can be achieved
- Execute those changes
- Review how the changes have worked for the Users

4.4 Help Systems

Assist in creating documentation and user help files. The OFIFC, to increase the ease of use of the database, will need the successful proponent to be able to respond to technical questions. The OFIFC will create support documentation.

5. IMPORTANT CONSIDERATIONS

5.1 Solutions Development

The successful proponent may recommend sub-contracted sources with OFIFC's knowledge and advanced approval. The successful proponent is responsible for all talent clearances and rights licenses.

5.2 Training and Support

The successful proponent will provide training for OFIFC staff and develop training resource manuals for all database modules.

5.3 Budget

All work will be carried out within the budget and timeline agreed to in the contract resulting from the RFP. Due to the nature of this agreement, the OFIFC realises that such a contract will not be awarded solely on price.

6. PROPOSAL EVALUATION AND SELECTION PROCESS

All proposals will be evaluated through a review and analysis by a Selection Committee. The Selection Committee may at its sole discretion retain additional committee members or advisors. The OFIFC will score submissions individually and as a group against the criteria below

6.1 Selection Criteria

Criteria	Weight
Quality & completeness of proposal content	10
Fees	15
Relevant experience (profile, references)	15
Technical capabilities (work completed, proposed system, development methodology)	30
Service delivery standards (references, work completed)	20
Compatibility of company, staff, team, and resources	10
Total score	100

6.2 Clarifications

As part of the evaluation process, the Selection Committee may make requests for further information concerning the content of any Proposal to clarify its understanding of the Proponent's response. The clarification process shall not be used to obtain required information that was not submitted at the time of close or to promote a Proponent.

6.3 Evaluation Results

Upon conclusion of the evaluation process, a final recommendation will be made by the Selection Committee to the OFIFC Executive Director for signing and approval of an agreement.

6.4 Negotiations and Agreement

The award of any Agreement will be at the absolute discretion of the OFIFC. Any award of an Agreement resulting from this RFP will be by the policies and procedures of the OFIFC.

The OFIFC shall have the right to negotiate on such matters as it chooses with the recommended proponent without obligation to communicate, negotiate, or review similar modifications with other proponents. The OFIFC shall incur no liability to any other Proponent because of such negotiation or alternative arrangements.

During negotiations, the scope of the services may be refined, issues may be prioritised, responsibilities among the Proponent, all staff and sub-consultants provided by it and the OFIFC may be settled, and the issues concerning implementation may be clarified.

7. PROPOSAL SUBMISSION REQUIREMENTS

The OFIFC has formulated the procedures set out in this RFP to ensure that it receives Proposals through an open, competitive process and that proponents receive fair and equitable treatment in the solicitation, receipt, and evaluation of their proposals. The OFIFC may reject the proposal of any proponent who fails to comply with any such procedures.

7.1 Proposal Documentation and Delivery

The documentation for each Proposal must be delivered no later than the Closing Deadline to:

Ontario Federation of Indigenous Friendship Centres
Attn: Sean Longboat
219 Front Street
Toronto, ON, M5A 1E8

Delays caused by any delivery service (including Canada Post and courier) shall not be grounds for any extension of the Deadline, and Proposals that arrive after the Deadline will not be accepted.

7.2 Proposal Content

The Proposal should contain the following items:

Letter of Introduction – Introducing the Proponent and signed by the person(s) authorised to sign on behalf of and to bind the Proponent to statements made in response to this RFP

7.2.1 Executive Summary

The Proponent should provide a summary of the key features of the proposal being presented.

7.2.2 Proponent Profile

7.2.2.1 Positioning, Vision

Philosophy What overall philosophy governs your company?

7.2.2.2 Strengths

Describe your company's area strength. How is your firm different from others? Where do you out-perform your competitors?

Financial stability to be able to deliver on a long-term agreement with the OFIFC.

7.2.2.3 History

When was the company founded?

Provide a short, one-paragraph biography of your office's key executives and their current roles in your organisation.

7.2.2.4 Gains and Losses

List current Clients—brands, products, and services—managed by your company. What accounts have the company acquired within the past three years, please comment on why the company was chosen to serve these new accounts.

7.2.2.6 References

List 3 client references for projects completed by your company. The OFIFC will contact all references. Please provide names, titles, company names, addresses, telephone and email addresses. At least one of these

references must be for a client that the Proponent has managed services and support requests for greater than 4 years.

7.2.3 Experience and Qualifications of the Proponent

It is important that the work is undertaken by a Proponent who can demonstrate specific knowledge of, and experience in performing similar work for projects of comparable nature, size and scope. In particular, the Proponent should be able to demonstrate relative experience, skills, and expertise in the design and delivery of the proposed total solution, and, based on these skills, experience and expertise, how they will ensure that the proposed goods and services are appropriate for the use to be made of them as set out in this RFP.

The Proponent should demonstrate the ability to learn about Indigenous culture, Friendship Centres, urban Indigenous community development and wrap around program and service delivery models.

7.2.4 Examples of Work Completed

The proponent is requested to provide documented evidence of previous work completed of similar size and scope. This evidence should emphasize the simplicity, accessibility, and extensibility of the Proponent's approach to design. It will include:

- 7.2.4.1 At least 1 database schema created for a client by the Proponent with supporting documentation. A schema mockup will suffice if it is sufficiently complex to resemble the structure and complexity of real-world data.
- 7.2.4.2 At least 3 examples of reporting and analytics views with a description of the associated functionality.
- 7.2.4.3 At least 2 example mockups of professional, minimalist web design.
- 7.2.4.4 At least 5 examples of supporting help documentation and training materials.

7.2.5 Proposed Staff Team and Resources

The company will provide the OFIFC with adequate resources in the level of seniority, the focus of expertise and capability detailed in a chart showing name, title, biography, relevant experience. The number of active full-time staff should be indicated. A project team should consist of a minimum of Project Manager, Project Office Administrator, Project Lead. If freelancers or outside resources will be used, please indicate them as such. We reserve the right to approve/disapprove of all selected resources.

Resumes for all employees on the project must be included in submission, with an employee profile.

7.2.6 Proposed System/Solution

- 7.2.6.1 Provide a statement of the understanding of the goals and objectives of the project.
- 7.2.6.2 Provide a detailed description of how the proponent intends achieve the goals and objectives of the project.
- 7.2.6.3 Provide an outline of existing technologies used, including the data storage, user management and reporting/analytics frameworks.
- 7.2.6.4 Provide a detailed description of proposed hosting solution, which minimally includes: whether that solution is provided by the company or a 3rd party service provider, the cost structure, hosting platform, uptime statistics, location of the server, data backup and integrity plan, etc. Clearly identify additional costs incurred with a change in hosting site.

7.2.7 Work plan and Deliverables

It is important that the project is started and completed in an efficient and effective manner. The Proponent is requested to provide:

- 7.2.7.1 A detailed work plan indicating the project method, schedule, Gantt chart, tasks, and deliverables.
- 7.2.7.2 An estimated overall timeline of the project, including an indication of how soon you could commence work.
- 7.2.7.3 Key dates for major deliverables should be defined in the Proponent's detailed work plan.
- 7.2.7.4 For each deliverable provide sufficient detail for the reviewers to evaluate the value of the effort expended.
- 7.2.7.5 Proposed project staffing over the assignment period should include numbers by "classification" for key staff as well as all other staff.
- 7.2.7.6 State assumptions regarding roles and involvement of OFIFC staff and the estimated amount of their time involvement.

7.2.8 Outline of Technical Support

Ongoing, long-term technical support to the OFIFC and Friendship Centre staff is a critical component of this contract. In particular, the proponent is requested to provide a detailed description of different support ticket tiers (e.g., basic usage, technical, bug fix) and cost structure.

7.3 Cost of Services

The Proponent shall present all costs.

The Proponent shall be solely responsible for all payments and/or deductions required to be made including, but not limited to, those required for the Canada Pension Plan, Employment Insurance, Workplace Safety and Insurance, and Income Tax.

All invoices must show HST as a separate value and HST "Registrant" number.

The total price quoted must include all labour, overhead, materials, equipment, licences, analysis, travel, accommodations, communication, transportation and delivery costs (courier, long distance charges, and so on), staff time, OFIFC/Proponent meetings (as and where deemed required by OFIFC), disbursements and any/all other operational costs and fees associated with the Services, excluding all applicable taxes. This should include a description of the cost structure and how the OFIFC will be charged. The costs involved should minimally include the following categories: design costs, implementation costs, maintenance costs, and software licensing costs. Also include the company's plan for post-deployment maintenance, support and upgrades including hourly rates for services. OFIFC shall not be responsible for any additional costs.

Submit a proposed methodology for proponent's resource planning, cost estimation, cost budgeting, and cost control measures. The proponent should demonstrate the cost control measures that it will implement

APPENDIX A - RFP PROCESS TERMS AND CONDITIONS

A.1 Proponent's Responsibility

It shall be the responsibility of each proponent:

- (a) to examine all the components of this RFP, including all appendices, forms and addenda;
- (b) to acquire a clear and comprehensive knowledge of the required services before submitting a Proposal;
- (c) to become familiar, and (if it becomes a successful Proponent) comply, with all OFIFC's Policies

The failure of any proponent to receive or examine any document, form, addendum, Agreement or policy shall not relieve the proponent of any obligation concerning its proposal, or any agreement entered, or purchase order issued based on the proponent's proposal.

A.3 Prime Proponent

A proposal by a consortium of two or more entities may be submitted, but one person or company must be shown as the prime proponent. Be prepared to represent the consortium to the OFIFC by executing the agreement, acting as the primary contact, and taking overall responsibility for the performance of the agreement.

Where a proposal is made by a prime proponent with associate firms working with or under the prime Proponent in either a sub-contracting or consortium relationship, it is required that those associated firms be named in the Proposal.

A.4 OFIFC Contacts and Questions

All contact and questions concerning this RFP should be directed in writing to the OFIFC employee(s) designated as "OFIFC Contact" in the **Notice to Potential Proponents**.

No OFIFC representative, whether an official, agent or employee, other than those identified "OFIFC Contacts" are authorized to speak for the OFIFC with respect to this RFP, and any Proponent who uses any information, clarification or interpretation from any other representative does so entirely at the Proponent's own risk. Not only shall the OFIFC not be bound by any representation made by an unauthorized person, but any attempt by a Proponent to bypass the RFP process may be grounds for rejection of its Proposal.

From and after the date of this RFP until the time of any ensuing contract award, no communication with respect to this matter shall be made by any potential Proponent, or its representatives, including a third-party representative employed or retained by it (or any unpaid representatives acting on behalf of either), to promote its Proposal or

oppose any competing Proposal, nor shall any potential Proponent, or its representatives, including a third party representative employed or retained by it (or any unpaid representatives acting on behalf of either), discuss the RFP or its Proposal with any OFIFC Executive Director, OFIFC Directors, Managers, or Staff other than a communication with the "OFIFC Contact" identified on page 1 on this RFP.

A.5 Addenda

If the OFIFC, for any reason, determines that it is necessary to revise any part of this RFP or to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda. Each addendum shall form an integral part of this RFP. Such addenda may contain essential information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the OFIFC.

All Proponents must acknowledge receipt of all Addenda in the space provided on the Proposal Submission Form.

The OFIFC reserves the right to revise this RFP up to the Closing Deadline.

If an addendum is issued after the Deadline for Issuing Addenda, the OFIFC may at its discretion extend the Closing Deadline for a reasonable amount of time.

The OFIFC will make reasonable efforts to issue the final Addendum (if any) no later than two (2) days before the Deadline.

A.6 Exceptions to Mandatory Requirements, Terms and Conditions

If a Proponent wishes to suggest a change to any mandatory requirement, term or condition outlined in any part of this RFP, it should notify the OFIFC in writing not later than the deadline for questions. The Proponent must identify any such requirement, term or condition, the proposed change and the reason for it. If the OFIFC wishes to accept the proposed change, the OFIFC will issue an Addendum as described in the article above titled **Addenda**. The decision of the OFIFC shall be final and binding, from which there is no appeal. Changes to mandatory requirements, terms and conditions that have not been accepted by the OFIFC by the issuance of an Addendum are not permitted, and any Proposal that takes exception to or does not comply with the mandatory requirements, terms and conditions of this RFP will be rejected.

A.7 Omissions, Discrepancies and Interpretations

A Proponent who finds omissions, discrepancies, ambiguities or conflicts in any of the RFP documentation or who is in doubt as to the meaning of any part of the RFP should notify the OFIFC in writing not later than the deadline for questions. If the OFIFC considers that a correction, explanation or interpretation is necessary or desirable, the OFIFC will issue an Addendum as described in the article above titled **Addenda**. The

decision and interpretation of the OFIFC shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.

A.8 Proponents Shall Bear Their Own Costs

Every Proponent shall bear all costs associated with or incurred by the Proponent in the preparation and presentation of its Proposal including, if applicable, costs incurred for interviews, demonstrations, or any other activity that may be requested as part of the evaluation process or the process for the negotiation or execution of an Agreement with the OFIFC, as the case may be.

A.9 Limitation of Liability

The OFIFC shall not be liable for any costs, expenses, loss or damage incurred, sustained or suffered by any Proponent prior, or subsequent to, or by reason of the acceptance or the non-acceptance by the OFIFC of any Proposal, or by reason of any delay in acceptance of a Proposal, except as provided in this RFP.

A.10 Post-Submission Adjustments and Withdrawal of Proposals

No unilateral adjustments by Proponents to submitted Proposals will be permitted.

At any time throughout the RFP process, a Proponent may withdraw a submitted Proposal before the Closing Deadline. To effect a withdrawal, a notice of withdrawal must be sent to the OFIFC Contact and must be signed by an authorised representative of the Proponent. The OFIFC is under no obligation to return withdrawn Proposals.

A Proponent who has withdrawn a Proposal may submit a new Proposal, but only in accordance with the terms of this RFP.

A.11 Binding Proposal

After the Closing Deadline, each submitted Proposal shall be irrevocable and binding on Proponents for 120 days.

A.12 Acceptance of Proposals

The OFIFC is relying on the experience and expertise of the Proponent. The OFIFC reserves the right to disqualify any Proponent who has given inaccurate, incomplete, false or misleading information in the sole opinion of the OFIFC. Proponents and their Affiliated Persons that are currently on an OFIFC suspended Proponent list are not eligible for an award.

A.13 Verify, Clarify and Supplement

When evaluating proposals, the OFIFC may request further information from the Proponent or third parties to verify, clarify or supplement the information provided in the Proponent's Proposal. The OFIFC may revisit and re-evaluate the Proponent's Proposal or rank by any such information.

If the OFIFC makes a request to a Proponent for clarification of its Proposal, the Proponent will provide a written response accordingly, which shall then form part of the Proposal.

If, in the opinion of the OFIFC, any Proponent has clearly misinterpreted the services or underestimated the hours or value of the services to be performed as reflected in its Proposal content and submitted price/fees, or all or any or any combination of them, then the OFIFC may reject its Proposal as not representative of the scope of the services).

A.14 No Incorporation by Reference

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

A.15 Unbalanced Bids (In this paragraph "Bid" refers to the Proposal)

The OFIFC may reject a bid if it determines, in its sole discretion, that the bid is materially imbalanced.

A bid is materially imbalanced when:

- A.15.1** it is based on prices which are significantly less than the cost of some items of work and prices which are significantly overstated about cost for other items of work; and
- A.15.2** The OFIFC had determined that the proposal may not result in the lowest overall cost to the OFIFC even though it may be the lowest submitted bid; or
- A.15.3** it is so unbalanced as to be tantamount to allowing an advance payment.

A.16 Ownership and Confidentiality of OFIFC-Provided Data

All correspondence, documentation and information provided by OFIFC staff to any Proponent or prospective Proponent relating to, or arising out of this RFP, the Services or the acceptance of any Proposal:

- A.16.1 is and shall remain the property of the OFIFC;**
- A.16.2** must be treated by Proponents and prospective Proponents as confidential;

A.16.3 must not be used for any purpose other than for replying to this RFP, and for the fulfilment of any subsequent related Agreement.

A.17 Ownership and Disclosure of Proposal Documentation

The documentation comprising any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to the OFIFC by any Proponent in connection with, or arising out of this RFP, once received by the OFIFC:

- (a) all become the property of the OFIFC and may be appended to the Agreement and/or Purchase Order with the successful Proponent;
- (b) shall be subject to PIPEDA The *Personal Information Protection and Electronic Documents Act*.

A.18 Intellectual Property Rights

Each Proponent warrants that the information contained in its Proposal does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless the OFIFC, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the OFIFC brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Proposal.

A.19 Failure or Default of Proponent

If the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the RFP, the OFIFC may disqualify the Proponent from the RFP and/or from competing for future tenders or RFP issued by the OFIFC for a period of one year.

A.20 Publicity

The Proponent and its affiliates, associates, third-party service providers, and subcontractors shall not release for publication any information relating to this RFP or any Agreement without prior written permission of the OFIFC.

A.21 Selection of Top-Ranked Proponent(s)

The top-ranked Proponent(s), as established by the evaluation that is selected by the OFIFC to enter into an agreement pending award will be so notified by the OFIFC in writing.

A.22 Notification to Other Proponents

Once the recommended Proponent(s) is notified of their selection, the other Proponents will be notified by the OFIFC in writing of the outcome of the RFP process.

A.23 No Contract until Execution of Written Agreement

No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and the OFIFC by the RFP process until the selection of the Proponent to provide the Deliverables under an Agreement.

A.24 Cancellation

The OFIFC may cancel or amend the RFP process without liability at any time.

A.25 Supplier Code of Conduct

A.25.1 Honesty and Good Faith

Proponents must respond to the OFIFC's RFP in an honest, fair, and comprehensive manner that accurately reflects their capacity to satisfy the requirements stipulated in the RFP. Proponents shall submit a Proposal only if they know they can satisfactorily perform all obligations of the contract in good faith. Proponents shall alert the OFIFC Contact to any factual errors, omissions and ambiguities that they discover in the RFP as early as possible in the process to avoid the RFP being cancelled.

A.25.2 Confidentiality and Disclosure

Proponents must maintain the confidentiality of any confidential OFIFC information disclosed to the Proponent as part of the RFP.

A.25.3 Conflicts of Interest and Unfair Advantage

Proponents must declare and fully disclose any actual or potential conflict of interest or unfair advantage related to the preparation of their bid or where the Proponent foresees an actual or potential conflict of interest in the performance of the contract.

A.25.4 Collusion or Unethical Bidding Practices

No Proponent may discuss or communicate, directly or indirectly, with any other Proponent or their Affiliated Persons about the preparation of their Bid including, but not limited to, any connection, comparison of figures or arrangements with, or knowledge of any other supplier submitting the same work. Proponents shall disclose to the OFIFC any affiliations or other relationships with other Proponents that might be seen to compromise the principle of fair competition, including any proposed subcontracting relationships.

A.25.5 Illegality

A Proponent shall disclose to the OFIFC any previous convictions of itself or its Affiliated Persons for collusion, bid-rigging, price-fixing, bribery, fraud or other similar behaviours or practices prohibited under the Criminal Code, the Competition Act or other applicable law, for which they have not received a pardon.

A.25.6 Interference Prohibited

No Proponent may threaten, intimidate, harass, or otherwise interfere with any OFIFC employee or public office holder about their procurement duties. No Proponent may likewise threaten, intimidate, harass, or otherwise interfere with an attempt by any other prospective Proponent to bid for an OFIFC contract or to perform any contract awarded by the OFIFC.

A.25.7 Gifts of Favours Prohibited

No Proponent shall offer gifts, favours or inducements of any kind to OFIFC employees or otherwise attempt to influence or interfere with their duties about the RFP or management of a contract.

A.25.8 Misrepresentations Prohibited

Proponents are prohibited from misrepresenting their relevant experience and qualifications about the RFP and acknowledge that the OFIFC's process of evaluation may include information provided by the Proponent's references as well as records of past performance on previous contracts with the OFIFC.

A.25.9 Prohibited Communications

No Proponent, or Affiliated Person, may discuss or communicate either verbally, or in writing, with any OFIFC employee, about any solicitation between the time of the issuance of the RFP to the award and execution of a final form of contract, unless such communication is with the OFIFC.

A.25.10 Failure to Honour Bid

Proponents shall honour their Bid, except where they are permitted to withdraw their bid by the process described in the RFP. Proponents shall not refuse to enter into a contract or refuse to fully perform the contract once their bid has been accepted by the OFIFC.

A.25.11 Proponent Performance

Proponents shall fully perform their contracts with the OFIFC and follow any reasonable direction from the OFIFC to cure any default. Proponents shall maintain a satisfactory performance rating on their Contracts with the OFIFC.

A.25.12 Disqualification for Non-Compliance with Supplier Code of Conduct

Proponents shall be required to certify compliance with the Supplier Code of Conduct in the RFP Submission Form 1 (Appendix C), with their Bid and verify compliance, upon request from the OFIFC, before award. Any contravention of the Supplier Code of Conduct by a Proponent, including

any failure to disclose potential conflicts of interest or unfair advantages, may be grounds for the OFIFC Contact to disqualify a Proponent from the RFP and suspend the Proponent from future procurements.

APPENDIX B - AGREEMENT TERMS AND CONDITIONS

B.1 Note to Appendix:

The terms set out in this Appendix shall be incorporated in any Agreement entered into with the recommended Proponent substantially in the form as presented in the Appendix. These terms are mandatory and are not negotiable. Any Proponent wishing to request that the OFIFC consider any changes to the terms and conditions set out in Appendix "B" must follow the process outlined in section 5 of Appendix "A".

B.2 Compliance with Laws

The Proponent will be required to comply, at its sole expense, with all federal, provincial and municipal laws, rules and regulations (including, without limitation, the OFIFC's policy on fair wages and other policies applicable to the OFIFC's Proponents, the Ontario Fire Code, the Ontario Employment Standards Act, the Ontario Human Rights Code, the Ontario Labour Relations Act, the Workplace Safety and Insurance Act, the Income Tax Act and Occupational Health and Safety requirements) in relation to the provision of any Services, including the obtaining of all necessary permits and licences, and shall submit proof of such compliance to the OFIFC, upon request, and the Proponent shall indemnify and save the OFIFC harmless from any liability or cost suffered by it as a result of the Proponent's failure to comply with this provision.

B.3 Non-Exclusivity

The awarding of an Agreement to a Proponent shall not be a guarantee of exclusivity.

B.4 Confidentiality

The Proponent shall treat as confidential all information of any kind which comes to the attention of the Proponent in the course of carrying out the Services and shall not disseminate such information for any reason without the express written permission of the OFIFC, PIPEDA or other applicable privacy law. The Proponent may be required to enter into a detailed confidentiality and conflict of interest agreement in a form satisfactory to the OFIFC solicitor.

B.5 Conflict of Interest

The Proponent shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the OFIFC without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the OFIFC to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the OFIFC may immediately terminate the Contract upon giving notice to the Proponent where: (a) the Proponent fails to disclose an actual or potential Conflict of Interest; (b)

the Proponent fails to comply with any requirements prescribed by the OFIFC to resolve or manage a Conflict of Interest; or (c) the Proponent's Conflict of Interest cannot be resolved to the OFIFC's reasonable satisfaction.

B.6 Indemnities

The Proponent shall indemnify and save harmless the OFIFC, its Executive Director, Directors, Board Members, managers, and staff from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from or related to the Proponent's performance or non-performance of its obligations, including payment obligations to its approved subcontractors and suppliers and others, and including breach of any confidentiality obligations under this Agreement.

B.7 Intellectual Property Indemnity

The Proponent shall indemnify and save harmless the OFIFC, its Executive Director, Directors, Board Members, managers, and staff from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from infringement, actual or alleged, by the Proposal, its use or misuse, or by any of the deliverables developed or provided or supplied under or used in connection with the Services (including the provision of the Services themselves), of any Canadian, American or other copyright, moral right, trademark, patent, trade secret or other thing with respect to which a right in the nature of intellectual/industrial property exists.

B.8 Employment & WSIB Indemnity

Nothing under this Agreement shall render the OFIFC responsible for any employment, benefit or termination liability (including those under or in connection with the Workplace Safety and Insurance Act, 1997 or any successor legislation ("WSIA"), whether statutorily required, at common law or otherwise, resulting from Services supplied under this Agreement by persons employed or otherwise engaged by the Proponent. If employment related costs, or other related responsibility falls to the OFIFC for any reason whatsoever, the Proponent agrees to indemnify the OFIFC for such costs.

B.9 No Assignment

The Proponent shall not assign any part of the project that may be awarded to it under the Agreement without the prior written consent of the OFIFC, which consent shall not be unreasonably withheld.

B.10 Subcontractors

The Proponent shall be solely responsible for the payment of every subcontractor employed, engaged, or retained by it to assist it in the performance of its obligations under the Agreement. The Proponent shall coordinate the services of its subcontractors in a manner acceptable to the OFIFC and ensure that they comply with all the relevant requirements of the Agreement.

The Proponent shall be liable to the OFIFC for all costs or damages arising from acts, omissions, negligence or willful misconduct of its subcontractors.

The Proponent will provide a listing of all subcontractors to the OFIFC, for advanced approval, before subcontractors are engaged for the project. All submissions will include each subcontracting companies' profile and staff resumes.

B.11 Personnel and Performance

The Proponent shall make available appropriately skilled workers, consultants or subcontractors, as appropriate, and must be able to provide the necessary materials, tools, machinery and supplies to carry out the project.

The Proponent shall be responsible for its own staff resources and for the staff resources of any subcontractors and third-party service providers.

The Proponent shall ensure that its personnel (including those of approved subcontractors) when using any OFIFC buildings, premises, equipment, hardware or software shall comply with all security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.

Personnel assigned by the Proponent to perform or produce the Services or any part of it, (including those of approved subcontractors) may, in the sole discretion of the OFIFC, be required to sign non-disclosure Agreement(s) satisfactory to the OFIFC before being permitted to perform such services.

B.12 Independent Contractor

The Proponent and the OFIFC agree and acknowledge that the relationship between the OFIFC and the Proponent is one of the owner and independent contractor and not one of employer-employee. Neither is there any intention to create a partnership, joint venture or joint enterprise between the Proponent and the OFIFC.

B.13 Insurance

The Proponent must maintain in effect all necessary insurance for all staff on the OFIFC premises

B.14 Warranties and Covenants

The Proponent represents, warrants and covenants to the OFIFC (and acknowledges that the OFIFC is relying thereon) that any deliverable resulting from or to be supplied or developed under the Agreement will be in accordance with the OFIFC's functional and technical requirements (as set out in the RFP) and, if applicable, will function or otherwise perform in accordance with such requirements.

B.15 Third Party Software

Where the OFIFC is in possession of software containing or constituting confidential, proprietary information belonging to third parties, the Proponent shall not, except in the usual incidental manner genuinely necessary for the intended use of such software on the equipment of the OFIFC,

(a) analyse, copy, decompile, disassemble, translate, convert, reverse engineer or duplicate any physical embodiment or part thereof, or permit any person to do so;

or

(b) divulge to any unauthorised person the ideas, concepts or techniques, or make any other improper use, of such software.

The Proponent shall fully defend, save harmless and indemnify the OFIFC from and against any loss or damages suffered by the OFIFC as a result of any failure by the Proponent, its officers, directors, partners, contract personnel, agents and employees or any of them to comply with the provisions hereof.

Should the Proponent include third-party components within the Solution, the Proponent must secure the rights to use and repackage third-party components and pass on those rights to the OFIFC without additional charges.

B.16 Ownership of Intellectual Property and Deliverables

The OFIFC will own all intellectual property rights, including (without limitation) copyright, in and to all deliverables provided by the Proponent and its subcontractors. All information, data, plans, specifications, reports, estimates, summaries, photographs and all other documentation prepared by the Proponent in the performance of the Services under the Agreement, whether they be in draft or final format, shall be the exclusive property of the OFIFC.

B.17 Payment Schedule

A payment schedule satisfactory to the OFIFC shall form part of the Agreement.

No fees or reimbursable expenses shall become payable to the Proponent under the Agreement other than under one or more signed schedules.

The Proponent shall submit invoices in such detail as may be required by the OFIFC, and the OFIFC reserves the right to require further proof or documentation from the Proponent in respect of services performed or expenses incurred by the Proponent and the Proponent shall provide, without delay, such further proof or documentation.

B.18 Termination Provisions

Upon giving the Proponent not less than thirty (30) days' prior written notice, the OFIFC may, at any time and without cause, cancel the Agreement, in whole or in part. In the event of such cancellation, the OFIFC shall not incur any liability to the Proponent apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Proponent at the time of cancellation.

Failure of the Proponent to perform its obligations under the Agreement shall entitle the OFIFC to terminate the Agreement upon ten (10) calendar days' written notice to the Proponent if a breach which is remediable is not rectified in that time. In the event of such termination, the OFIFC shall not incur any liability to the Proponent apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Proponent at the time of termination.

No delay or omission by the OFIFC in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy.

Upon termination, all originals and copies of data, plans, specifications, reports, estimates, summaries, photographs, and other documents that have been accumulated and/or prepared by the Proponent in the performance of the Agreement shall be delivered to the OFIFC in a clean and readable format.

B.19 Right to Audit

The OFIFC may audit all financial and related records associated with the terms of the Agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the Proponent. The Proponent shall at all times during the term of the contract, and for a period of 1 years following completion of the Agreement, keep and maintain records of the Work performed under this Agreement. This shall include proper records of invoices, vouchers, time sheets, and other documents that support actions taken by the Proponent. The Proponent shall at his own expense make such records available for inspection and audit by the OFIFC at all reasonable times.

B.20 Liquidated Damages

If the Proponent at any time fails to supply all goods or services to the OFIFC as specified within the Agreement, or fails to replace goods or services rejected by the OFIFC, then the OFIFC shall be permitted to procure such goods or services elsewhere and charge any additional costs incurred by the OFIFC to the Proponent as liquidated damages, unless otherwise specified, and deduct such amounts from payments due to the Proponent or to otherwise collect such costs from the Proponent by any other method permitted by law.

B.21 Right to Retain Monies

The OFIFC shall have the right to retain out of monies payable to the Proponent under the Agreement the total amount outstanding for time to time of all claims arising out of the default of the Proponent of its obligations to the OFIFC. This shall include claims under this or any other contract or cause of action between the Proponent and the OFIFC which have not been settled between the OFIFC and the Proponent.

B.22 Occupational Health and Safety

B.22.1 The Proponent shall comply with all federal, provincial or municipal occupational health and legislative safety requirements, including, and without limitation, the *Occupational Health and Safety Act*, R.S.O., 1990 c.0.1 and all regulations thereunder, as amended from time to time (collectively the "OHSA").

B.22.2 Nothing in this section shall be construed as making the OFIFC The "employer" (as defined in the OHSA) of any workers employed or engaged by the Proponent for the project, either instead of or jointly with the Proponent.

B.22.3 The Proponent agrees that it will ensure that all subcontractors engaged by it are qualified to perform the work and that the employees of subcontractors are trained in the health and safety hazards expected to be encountered in the work.

B.22.4 The Proponent shall immediately advise the OFIFC or its designate in the event of any of the following:

B.22.4.1 A critical injury that arises out of work that is the subject of this agreement;

B.22.4.2 An order(s) is issued to the Proponent by the Ministry of Labour arising out of the work that is the subject of this agreement;

B.22.4.3 A charge is laid, or conviction is entered arising out of the work that is the subject of this agreement, including but not limited to a charge or conviction under the OHSA, the *Criminal Code*, R.S.C 1985, c. C-46, as amended and the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, Sched. A, as amended.

B.22.5 The Proponent shall be responsible for any delay in the progress of the work as a result of any violation or alleged violation of any federal, provincial or municipal health and safety requirement by the Proponent, it being understood that no such delay shall be a force majeure or uncontrollable circumstance for extending the time for performance of the work or entitling the Proponent to additional compensation, and the Proponent shall take all necessary steps to avoid delay in the completion of the work without the additional cost to the OFIFC.

B.22.6 The parties acknowledge and agree that employees of the OFIFC, including senior officers, have no authority to direct, and will not direct, how employees, workers or other persons employed or engaged by the Proponent do work or perform a task that is the subject of this agreement.

B.23 Workplace Safety and Insurance Act

The Proponent shall secure, maintain and pay all costs for Workplace Safety and Insurance Board ("WSIB") workers' compensation coverage for its employees providing Services under this agreement, whether required statutorily or not under the Workplace Safety and Insurance Act, 1997.

The Proponent represents and warrants that it shall be in good standing with the WSIB throughout the term of this agreement. Before supplying the Services and before receiving payment, the Proponent shall produce a Clearance Certificate issued by the WSIB confirming that the Proponent has paid its assessment based on a true statement of the amount of its current payroll in respect of the Services and that the OFIFC is relieved of financial liability. After that, throughout Services being supplied, a new Clearance Certificate will be obtained from the WSIB by the Proponent and provided to the OFIFC every 90 days or upon expiry of the Certificate's validity period whichever comes first.

The Proponent shall ensure that any and all persons, including but not limited to volunteers, students, subcontractors and independent contractors, providing services under this agreement, have secured WSIB coverage, whether required statutorily or not, for the term of this agreement.

B.24 Accessibility Standards and Customer Service Training Requirements

The Proponent must ensure that all deliverables conform to the requirements of the Accessibility for Ontarians with Disabilities Act, 2005.

The Proponent shall require all applicable personnel (including those of its subcontractors) to fulfil the training requirements set out in the OFIFC's policies for Contractors, Consultants and other Services Providers.

PROPOSAL SUBMISSION FORM

APPENDIX C - STANDARD SUBMISSION FORM (Mandatory)

REQUEST FOR PROPOSAL

New Integrated Database, Advanced Development and Support

CLOSING: 12:00 NOON (LOCAL TORONTO TIME) 19/062020

C.1 Proponent Information

Please complete the following form, and name one (1) authorised person to be the contact for the procurement process and for any clarifications or amendments that might be necessary.

Full Legal Name of Proponent:	
Any Other Trade Name under Which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
Contact Person and Title:	
Contact Phone:	
Contact Facsimile:	
Contact E-mail:	

C.2 Request for Proposal Terms, Conditions and Specifications

By signing this form the Proponent agrees that if selected to provide the goods and/or services described in this Request for Proposal document, they will provide those goods and/or services in accordance with the terms, conditions, and specifications contained in the Request for Proposal document and in accordance with the Proponent's proposal submission. OFIFC RFP Integrated Database Support and Continued Development

C.3 Policies

The Proponent has read, understood and agrees to comply with the policies, practices and statements provided by the OFIFC's.

Without limiting the Proponent's acknowledgement of the OFIFC's general procurement policies, by signing this form, the Proponent acknowledges and certifies that the

PROPOSAL SUBMISSION FORM

Proponent, and any of its proposed subcontractors, will provide the goods and/or services in compliance with the following specific policies:

C.4 Prohibition Against Collusion and Unethical Bidding

If the box below is left blank, the Proponent will be deemed to declare that it had no affiliation or other relationships with other Proponents that might be seen to compromise the principle of fair competition, including any proposed subcontracting relationships. If the Proponent declares an affiliation or other relationship with other Proponents that might be seen to compromise the principle of fair competition, the Proponent must set out the details below:

Refer to the Supplier Code of Conduct in Form 1 of this RFP.

C.5 Prohibition Against Illegality

If the box below is left blank, the Proponent will be deemed to declare that it has no previous convictions of itself or affiliated persons for collusion, bid-rigging, price-fixing, bribery, fraud, or other similar behaviors or practices prohibited under the *Criminal Code*, the *Competition Act*, or other applicable law, for which the Proponent has not received a pardon.

If the Proponent declares that it has previous convictions of itself or affiliated persons, the Proponent must set out the details below:

PROPOSAL SUBMISSION FORM

C.6 Conflicts of Interest or Unfair Advantage

For this section, the term “**Conflict of Interest**” means

- (a) in relation to the procurement process, the Proponent has, or is seen to have, an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the OFIFC in the preparation of its proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the procurement process (including but not limited to the lobbying of decision makers involved in the procurement process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the procurement process; or
- (b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, 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 contractual obligations.

Potential Conflicts of Interest or unfair advantage include, but are not limited to:

- C.7.1** Engaging current or former OFIFC employees or public office holders to take any part in the preparation of the proposal or the performance of the contract if awarded, anytime within two (2) years of such persons having left the employ of the OFIFC;
- C.7.2** Engaging any family members, friends or private business associates of anyone who may have, or appear to have, any influence on the procurement process or performance of the contract if awarded;
- C.7.3** Prior involvement by the supplier or affiliated persons in developing the technical specifications or other evaluation criteria for the solicitation;
- C.7.4** Prior access to confidential OFIFC information by the supplier, or affiliated persons, that is materially related to the solicitation, and that was not readily accessible to other prospective Proponents; or
- C.7.5** The Proponent or its affiliated persons are indebted to or engaged in ongoing or proposed litigation with the OFIFC about a previous contract.

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

The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the Proponent foresees an actual or potential

PROPOSAL SUBMISSION FORM

Conflict of Interest in performing the contractual obligations contemplated in the procurement.

If the Proponent declares an actual or potential Conflict of Interest, the Proponent must set out the details below:

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our proposal; **AND** (b) were employees of the OFIFC and have ceased that employment within twenty-four (24) months before the Submission Deadline:

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

(Repeat above for each identified individual. Proponents may include this information on a separate sheet if more space is required)

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

C.8 Right to Reject Debtors and Set Off Policy

State if environmentally preferred products/service is being offered: YES _____
NO _____

State briefly the environmental benefit of the product/service offered:

PROPOSAL SUBMISSION FORM

C.9 Declaration of Compliance with Anti-Harassment/Discrimination Legislation & OFIFC Policy

Organisations/individuals in Ontario, including the OFIFC, have obligations under the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms.

The OFIFC requires all organisations and individuals that contract with the OFIFC to sign the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation. Your organisation must sign this Declaration and submitted with the contract or Letter of Understanding.

Declaration:

I/we uphold our obligations under the above provincial and federal legislation. Also, I/we uphold our obligations under OFIFC policies which prohibit harassment/discrimination on some grounds including political affiliation and level of literacy.

WHERE LEGALLY MANDATED I/we have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with our obligations, and I/we have an internal process available to my/our employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints. I/we agree that I/we shall, upon the request of the OFIFC, provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow the OFIFC to determine compliance. I/We acknowledge that failure to demonstrate compliance with this declaration to the satisfaction of the operating Division, in consultation with the OFIFC solicitor, may result in the termination of the contract.

C.10 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 this proposal by the OFIFC to the OFIFC's advisers retained to evaluate or participating in the evaluation of this proposal.

The proponent shall provide the OFIFC with ***ongoing disclosure***, should the proponent be awarded a contract and any of the information provided above change.

PROPOSAL SUBMISSION FORM

C.11 Acknowledgement of Receipt of Addenda By Number And Issue Date

I/WE ACKNOWLEDGE THE RECEIPT OF ALL ADDENDA ISSUED:

ADDENDUM No(s). ___ TO ___ DATED _____ TO

SIGNATURE OF AUTHORIZED SIGNING OFFICER

PRINTED NAME OF SIGNING OFFICER

I have authority to bind the proponent and attest to the accuracy of the information provided in this proposal.



THIS FORM (6 PAGES) MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR PROPOSAL OR YOUR PROPOSAL WILL BE DECLARED NON-COMPLIANT.

APPENDIX D - PROPOSAL EVALUATION TABLE



OFIFC

Ontario Federation of
Indigenous Friendship Centres

Integrated Database Support and Ongoing Development RFP Response Scoring Table

Proponents Name: _____

Proposal Requirements			
Compliance with Mandatory Submission Requirements			
Areas for investigation and consideration			
Proposed timeline			
Past Experience			
Examples of Work Completed			
Technical Documentation			
Service Delivery Standards Documentation			
IDB RFP applications will be assessed against the following criteria:			
Criteria	Weight	Score	Comments
Quality & completeness of proposal content	10		
Fees	15		
Relevant experience (profile, references)	15		
Technical capabilities (work completed, proposed system, development methodology)	30		
Service delivery standards (references, work completed)	20		
Compatibility of company, staff, team, and resources	10		
Total score	100		

CRITERIA FOR EVALUATION SCORES

0 – No Value: Fails to address the component.

1 – Poor: Minimally addresses the component, but one or more major considerations of the component are not addressed.

2 – Fair: The response addresses the component adequately, but minor considerations may not be addressed.

3 – Good: The response fully addresses the component and provides a good quality solution. A good degree of confidence in the Bidder's response or proposed solution met.

4 – Very Good: All considerations of the component are addressed with a high degree of confidence in the Bidder's response or proposed solution.

5 – Excellent: All considerations of the component are addressed with the highest degree of confidence in the Bidder's response or proposed solution. The response exceeds the requirements in providing a superior response or proposed solution.