



**CAMBRIAN
COLLEGE**

Request for Quotation

<p><i>RECORD CENTRE SHELVING</i></p>

RFQ # 11-12-06

Issued:	December 21, 2011
Mandatory Site Visit:	January 11, 2012 – 10:00 a.m. (local) 1074 Webbwood Drive, Sudbury, Ontario, P3C 3B7
Closing Date:	January 24, 2012
Closing Time:	3:00:00 p.m. (local)
Closing Location:	Purchasing Services, Room 4037 1400 Barrydowne Sudbury, ON P3A 3V8

Contents

Article 1 – Background & Statement of Requirements	4
Part A – Definitions	4
1.1 Definitions	4
1.2 Rules of Interpretation	4
Part B – Background	5
1.3 Background	5
Part C – Invitation & Statement of Requirements	5
1.4 Invitation	5
1.5 Scope of Work	6
1.6 Insurance	6
1.7 Mandatory Site Visit	6
1.8 Scored Requirements	7
1.9 Type of Agreement	7
Part D – Quotation Submission Requirements	8
1.10 Quotation Format	8
1.11 Quotation Content Requirements	8
1.12 Legal Actions	8
Article – 2 Quotation Procedures and Terms and Conditions	9
Part A – Procedure	9
2.1 Contact Information	9
2.2 Notice	9
2.3 RFQ Tentative Schedule	10
2.4 Information	10
2.5 Clarification and Questions	11
2.6 Bidder’s Quotation	11
2.7 Withdrawal of Quotation	12
2.8 Amendment of Quotation	12
2.9 Completeness of Quotation	12
2.10 Bidder’s Quotation	13
2.11 Tender Irrevocability	13
2.12 Acceptance of RFQ	13
2.13 Amendments to the RFQ	13
2.14 Clarification of Bidder’s Quotation	13
2.15 Quotation Acceptance	13
2.16 Verification of Information	13
2.17 Substantial Compliance	14
2.18 No Publicity or Promotion	14
2.19 Debriefing	14
2.20 Bid Protest Procedure	14
Part B - Additional Terms	15
2.21 Confidentiality	15
2.22 Freedom of Information and Protection of Privacy Act	16
2.23 Competition Act	17
2.24 Intellectual Property	17
2.25 Rights of the Purchaser – General	17
2.26 Rights of the Purchaser – Preferred Bidder	18

2.27	Bidder's Costs.....	19
2.28	No Liability.....	19
2.29	Assignment	20
2.30	Entire RFQ.....	20
2.31	Priority of Documents.....	20
2.32	Governing Law	20
Article 3 – Evaluation Process		21
3.1	General.....	21
3.2	Stages of Tender Evaluation	21
3.3	Discussions with Preferred Bidder.....	22
Schedule A - Unfair Advantage and Conflict of Interest Statement Schedule		23
Schedule B - Receipt Confirmation Schedule.....		24
Schedule C - Declaration and Certification Schedule.....		25
Schedule D - Mandatory Requirements Checklist Schedule		26
Schedule E - References Schedule.....		27
Schedule F - Stipulated Price Schedule		28

Article 1 – Background & Statement of Requirements

Part A – Definitions

1.1 Definitions

The following definitions apply:

- (a) “**Bidder**” means an entity that submits a Quotation in response to this RFQ and, in respect of the period prior to the RFQ Closing Time, as the context may suggest refers to a potential Bidder;
- (b) “**Closing Time**” means the Quotation closing date and time as set out on the cover page to this RFQ and as may be amended from time to time in accordance with the terms of the RFQ;
- (c) “**Eligible Quotation**”, as such term appears in Article 3 (Evaluation Process), means a Quotation that meets or exceeds the requirements for a phase of the evaluation process and is allowed to proceed to the next phase;
- (d) “**Preferred Bidder**” means the highest-ranked Bidder(s) that the Purchaser has identified as the top-ranked Bidder(s) in accordance with the evaluation process;
- (e) “**Request for Quotations**” or “**RFQ**” means this Request for Quotation issued by the Purchaser for the purchase of the Service, and all addenda thereto;
- (f) “**Quotation**” means all of the documentation submitted by a Bidder in response to the RFQ, which has been accepted by the Purchaser;
- (g) “**Purchaser**” means Cambrian College, and which is the purchasing authority pursuant to this RFQ;
- (h) “**Days**” means calendar days unless otherwise stated.

1.2 Rules of Interpretation

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

- a) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine, feminine and neutral genders include all other genders.
- b) Words in the RFQ shall bear their natural meaning.
- c) References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”.

- d) In construing the RFQ, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- e) Unless otherwise indicated, time periods will be strictly construed.
- f) The following terminology applies in the RFQ:
 - i. Whenever the terms “must” or “shall” are used in relation to the Purchaser or the Bidders, such terms shall be construed and interpreted as synonymous and shall be construed to read “the Purchaser shall” or the “Bidder shall”, as the case may be;
 - ii. The term “should” relates to a requirement which the Purchaser would like the Bidder to address in its Tender; and
 - iii. The term “will” describes a procedure that is intended to be followed.

Part B – Background

1.3 Background

This Request for Quotation is issued by Cambrian College (the “Purchaser”).

Cambrian College in Sudbury, Ontario, has been a leading postsecondary institution in Northern Ontario since its first classes were held in 1967. The College has a vibrant community of more than 14,000 learners – over 4,500 students in 80 full-time programs, plus over 9,500 students in almost 900 part-time courses/programs. It offers programming at three campuses and serves a student population that is reflective of the rich diversity of today’s global workplaces.

MISSION STATEMENT

In all that we do and all that we offer, you will find that:

- **We lead** with our commitment to diverse learners.
- **We teach** and learn through quality education that responds to the needs of the community.
- **We balance** hands-on experience with the knowledge and skills essential for personal and professional success.

For more information, visit www.cambriancollege.ca.

Part C – Invitation & Statement of Requirements

1.4 Invitation

This RFQ is issued for the purpose of obtaining Bids from qualified Service Providers capable of designing, supplying all labour, materials and equipment necessary for the Installation of Shelving System in 600 square feet space to store bankers boxes (12”X15”X10”) as per the Scope of Work, Section 1.5, at Northeastern Records Retrieval System and Service (NRRSS), Cambrian College, 1074 Webbwood Dr, Sudbury, Ontario.

Bidder must provide two Bid Prices for Record Centre Shelving;

- a) For complete design, supply and install shelving system
- b) For complete design, only partial supply and install shelving.

1.5 Scope of Work

The College requires the Work to be done in accordance with the specification as below;

- a) Shelving to hold bankers boxes 12" X 15" X 10" each.
- b) Shelving systems to be constructed from a non combustible material.
- c) Shelving height should not exceed 10 ft
- d) Shelving system should allow for 2nd floor mezzanine to be installed in future
- e) Shelving must be transportable for future relocation.
- f) Installation must comply with all applicable laws, regulations etc.

Note: All Work to be completed by March 8, 2012 and performed during regular business hours (Monday – Friday – 8:00 a.m. to 4:30 p.m.) where possible. When the installation may disrupt the operations of the College, the Contractor should make arrangements to schedule the work after hours.

1.6 Insurance

The Preferred Bidder must provide certificates of insurance and WSIB in accordance with the College's minimum requirements set out below before the Contract is executed.

MINIMUM COVERAGE:

1. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$5,000,000 per occurrence and/or aggregate combined limits \$5,000,000. Coverage shall include the following; (A) contractual liability; (B) products and completed operations; (C) Independent Contractors Coverage; (D) Broad Form Property Damage; (E) Waiver of Subrogation in favour of Cambrian College of Applied Arts and Technology; (F) Employees as additional insured; (G) Cross liability clause; (H) all non-owned automobile liability.
2. Motor Vehicle Liability Insurance, including Ontario No-Fault Coverage, with limits of liability of not less than \$ 2,000,000 per occurrence. Bodily Injury and Property Damage Coverage shall include all owned vehicles, and all hired vehicles.
3. Workers' Safety Insurance Board coverage in accordance with all applicable Statutes of the Province of Ontario.

1.7 Mandatory Site Visit

DATE: **January 11, 2012 – 10:00 a.m.**

CONTACT PERSON: Sean Lavigne, Records Analyst

LOCATION: 1074 Webbwood Dr. Northeastern Records Retrieval System and Service (NRRSS), Sudbury, Ontario, P3C 3B7.

There will be a walkthrough of the proposed work areas. The purpose of the site tour is to tour the project site, brief the bidders on safety, security, sequencing of the work in occupied areas, and the Work.

Examination of Site:

- a) All bidders, whether general contractor bidders or subcontractor bidders, shall visit the site and building and become familiar with all existing conditions which may affect the Work.
- b) No claim for additional cost will be entertained from the contractors' and subcontractors' failure to take into consideration all existing conditions, which are reasonably apparent.

The site visit is not an opportunity for Bidders to have questions answered but will be merely a showing of the site and existing conditions. In accordance with section 2.4 Clarifications and Questions, Bidders are encouraged, however, to submit written questions in connection with the site-visit. Bidders shall not rely on oral statements provided during the site-visit. Oral statements will not be binding or legally effective.

Bidders are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

Interested Bidders should advise their intent to attend the site-visit by email to purchasing@cambriancollege.ca

Where a mandatory site meeting has been arranged, bid submissions will be considered from only those Bidders who have attended and signed in at the site meeting.

1.8 Scored Requirements

Scored Requirements will be evaluated and scored based on the criteria described below. The maximum allowable score for any RFQ Quotation is 100 points. Bidders should provide a detailed written Quotation responding to each and every criterion set out below:

Stipulated Price (100)

The Bidder must provide a fixed price for the Work by completing Schedule F.

1.9 Type of Agreement

The Preferred Bidder shall be required to enter into an agreement, Service Contract (“**Agreement or Contract**”). The Agreement will be signed on or around January 31, 2012, and no obligation on the part of the College shall arise until such time as the Agreement is signed (provided that the terms of Contract A shall apply between the College and each compliant Bidder).

Email purchasing@cambriancollege.ca for a copy of the Contract.

Part D – Quotation Submission Requirements

1.10 Quotation Format

Every Bidder's Quotation should be comprised and formatted as follows:

- (a) 1 envelope containing - 1 original and one (1) paper copy of the Quote.

1.11 Quotation Content Requirements

Quotation should be submitted in accordance with the instructions set out in this RFQ and by completing the Schedules provided for this purpose. Quotation should be completed without deletions, alterations, or erasures. In the event of any discrepancy between the original copy of a Quotation and any of the copies, the original shall prevail.

Cambrian College requires that the Bidder supply the following information and attachments in its Quotation submission:

1.11.1 Mandatory Requirements

1. The following completed and signed schedules must be submitted with your Quotation:

Schedule A – Unfair Advantage and Conflict of Interest Statement Schedule
Schedule C – Declaration and Certification Schedule
Schedule D – Mandatory Requirements Checklist Schedule
Schedule E – Reference Schedule
Schedule F – Stipulated Price Schedule

2. Must have attended the Mandatory Site Visit as per section 1.7

1.11.2 Non-Mandatory Requirements

1. The following completed and signed schedules should be submitted with your Quote:

Proof of Insurance

1.12 Legal Actions

The Bidder should disclose any pending or threatened legal action against the Bidder or by the Bidder against any third party, which may have an impact on the service proposed by the Bidder.

Article – 2 Quotation Procedures and Terms and Conditions

Part A – Procedure

2.1 Contact Information

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

Name: Santosh Mishra
Title: Senior Buyer
Address: 1400 Barrydowne Road, Sudbury, ON P3A 3V8
Phone #: 705-566-8101 x. 7213
Facsimile #: 705-524-7302
E-mail address: purchasing@CambrianCollege.ca

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

- (a) any employee or agent of the Purchaser (other than the RFQ Coordinator);
- (b) any employee or agent of any Purchaser;
- (c) any member of the Evaluation Team;
- (d) any expert or advisor assisting the Evaluation Team;
- (e) any member of the Board of Governors, Board of Directors, or Board of Advisors of the Purchaser; and
- (f) any elected official of any level of government, including any member of the staff or any advisor to any elected official.

2.2 Notice

Bidders are advised that from the date of issue of the RFQ through any award notification,

- (a) only the RFQ Coordinator is authorized by the Purchaser to amend or waive the requirements of the RFQ pursuant to the terms of this RFQ;
- (b) as noted above, Bidders must not contact any officer, governor, director, employee or agent of the Purchaser or any Purchaser (except for the RFQ Coordinator), unless instructed to do so in writing by the RFQ Coordinator;
- (c) under no circumstances shall a Bidder rely upon any information or instructions from the Purchaser, including any officer, governor, director, employee or agent unless the information or instructions are provided in writing by the RFQ Coordinator; and

- (d) neither the Purchaser nor any of its officers, governors, directors, employees or agents shall be responsible for any information or instructions provided to the Bidder, with the exception of information or instructions provided in writing by the RFQ Coordinator.

2.3 RFQ Tentative Schedule

The following is a summary of the key dates in the RFQ process:

Event	Date
RFQ Issue Date	December 21, 2011
Receipt Confirmation Schedule Submitted	January 5, 2012
Mandatory Site Visit	January 11, 2012 10:00 a.m. (local)
Questions to be submitted in writing	January 16, 2012
Addenda Deadline (Issued Addenda)	January 18, 2012 - 4:30 p.m. (local)
RFQ Closing Time	January 24, 2012 – 3:00 p.m. (local)
Discussions with Preferred Bidder	January 25, 2012
Notification to Unsuccessful Bidders	Once Agreement has been executed.
Anticipated Agreement Start Date	February 2, 2012

- (a) The above timelines are subject to change at the sole discretion of the Purchaser and in accordance with this RFQ.
- (b) The Purchaser may amend any timeline, including the RFQ Closing Time, without liability, cost or penalty, and within its sole discretion.
- (c) In the event of any change in the RFQ Closing Time, the Bidder shall thereafter be subject to the extended timeline.

2.4 Information

2.4.1 Bidder to Review

Every Bidder should carefully review the RFQ to ensure that it has no reason to believe there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFQ. Every Bidder is responsible for conducting its own investigations and due diligence necessary for the preparation of its Quotation.

2.4.2 Bidder to Notify

In the event that a Bidder has any reason to believe that any of the conditions listed in Section 2.3.1 (Bidder to Review) exist; the Bidder must notify the RFQ Coordinator in writing prior to submitting a Quotation. The RFQ Coordinator will then clarify for the benefit of all Bidders.

Bidders shall not:

- (a) after submission of a Quotation, claim that there was any misunderstanding or that any of the conditions set out in Section 2.3 (Information) were present with respect to the RFQ;

or

- (b) claim that the Purchaser is responsible for any uncertainty, inconsistency, error, omission, or ambiguity in any part of the RFQ.

2.5 Clarification and Questions

2.5.1 Quotation

The following apply regarding any request for clarification of any aspect of the RFQ:

- (a) Bidders must submit requests for clarification by fax, email, courier, delivery, or mail to the RFQ Coordinator, or as may otherwise be directed by the RFQ Coordinator;
- (b) In submitting a request for clarification, a Bidder must include its address, telephone number, facsimile number and email address;
- (c) Where a question relates to a specific section of this RFQ, reference should be made to the specific section number and page; and
- (d) Requests for clarification must be submitted at least 8 Days prior to the RFT Closing Time.

2.5.2 Questions and Answers

The Purchaser will provide Bidders with written responses to questions that are submitted in accordance with Section 2.4.1 (Quotation), subject to the provisions of this Section. Questions and answers will be distributed in numbered Addenda to Bidders via email. In answering a Bidder's questions, the Purchaser will set out the question(s), but without identifying the Bidder that submitted the question(s) and the Purchaser may, in its sole discretion,

- (a) edit the question(s) for clarity;
- (b) exclude questions that are either unclear or inappropriate, and
- (c) answer similar questions from various Bidders only once.

Any answer that is intended to result in any change to any aspect of the RFQ will be formally evidenced through the issue of a separate Addendum for this purpose.

2.5.3 Issued Addenda

Before submitting a Quotation, a Bidder shall be responsible to verify that it has received all of the Addenda that have been issued, which shall be distributed via email to Bidders (that have submitted a Receipt Confirmation Schedule), at least 6 Days prior to the RFQ Closing Time, unless it is an Addendum that extends the RFQ Closing Time.

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

2.6 Bidder's Quotation

2.6.1 General

To be considered in the RFQ process, a Bidder's Quotation must be received by **3:00:00 p.m. (local) on January 24, 2012** (the "RFQ Closing Time"), in a sealed package and should bear the Bidder's name, return address, and addressed to:

Cambrian College
Purchasing Services, Room 4037
1400 Barrydowne Road
Sudbury, ON P3A 3V8

Re: RFQ 11-12-06 – Record Centre Shelving

Quotation received after the RFQ Closing Time shall not be considered and shall be returned to the Bidder unopened. Each Bidder is responsible for the actual delivery of its Quotation to the address and location listed above, regardless whether delivery of the Quotation to the required location has been assumed by a courier, delivery service, Canada Post or any employee or agent of the Purchaser.

Quotation transmitted by facsimile or sent by any other electronic means shall **not be considered**. Notwithstanding anything to the contrary contained in any applicable statute relating to electronic documents transactions, including the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17, any notice, Tender, statement, or other instrument provided in respect of the RFQ may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFQ.

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

2.6.2 Receipt

Every Tender received will be stamped at the location referred to in Section 2.5.1 (General) before the RFQ Closing Time and a receipt will be provided, if required by the Bidder.

A Bidder should allow sufficient time in the preparation of its Tender to ensure its Tender is received by the RFQ Closing Time.

2.7 Withdrawal of Quotation

A Bidder may withdraw its Quotation only by providing written notice received by the RFQ Coordinator before the RFQ Closing Time. Following the RFQ Closing Time, a Quotation may not be withdrawn.

2.8 Amendment of Quotation

A Bidder may amend its Quotation after submission, but only if the Quotation is amended and resubmitted before the RFQ Closing Time. The Bidder must provide notice to the RFQ Coordinator in writing and replace its Quotation with a revised Quotation, in accordance with the requirements of this RFQ.

2.9 Completeness of Quotation

By submitting a Quotation, the Bidder confirms that all of the components required to use and/or manage the Services have been identified in its Quotation or will be provided to the Purchaser at no additional

charge. Any requirements that may be identified by the Bidder after the RFQ Closing Time or subsequent to signing the Agreement shall be provided at the Bidder's expense.

2.10 Bidder's Quotation

All Quotation shall become the property of the Purchaser and will not be returned to the Bidders.

2.11 Tender Irrevocability

Subject to a Bidder's right to withdraw a Quotation in accordance with the procedure described in Section 2.6 (Withdrawal of Quotation), a Quotation shall be irrevocable by the Bidder for 120 Days from the RFQ Closing Time.

Quotation will be opened privately after the RFQ Closing Time.

2.12 Acceptance of RFQ

By submitting a Quotation in response to this RFQ, a Bidder agrees to accept and to be bound by all of the terms and conditions contained in this RFQ, and by all of the representations, terms and conditions contained in its Quotation.

2.13 Amendments to the RFQ

Subject to Section 2.2 (RFQ Tentative Schedule) and Section 2.4.3 (Issued Addenda), the Purchaser shall have the right to amend or supplement this RFQ in writing prior to the RFQ Closing Time. No other statement, whether written or oral, shall amend this RFQ. The Bidder is responsible to ensure it has received all Addenda, if any, which are intended to bind each Bidder.

2.14 Clarification of Bidder's Quotation

The Purchaser shall have the right at any time after the RFQ Closing Time, to seek clarification from any Bidder in respect of the Bidder's Quotation, without contacting any other Bidder. The Purchaser shall not be obliged to seek clarification of any aspect of any Quotation.

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

2.15 Quotation Acceptance

The lowest quoted price or any Quotation shall not necessarily be accepted. While price and financial considerations constitute an element of the evaluation process, several other considerations are to be taken into account in evaluating the Quotations, as is set out in Article 3 (Evaluation Process).

2.16 Verification of Information

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

- (a) verify any Bidder's statement or claim made in the Bidder's Quotation or made subsequently in an interview, site visit, oral presentation, demonstration or discussion by whatever means the Purchaser may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Bidder's statement or claim, if such statement or claim or its Quotation is patently unwarranted or is questionable; or
- (b) access the Bidder's premises where any part of the service is to be carried out to confirm Quotation information, quality of processes, and to obtain assurances of viability. The Bidder shall co-operate in the verification of information and is deemed to consent to the Purchaser verifying such information.

2.17 Substantial Compliance

The Purchaser shall be required to reject Quotation which is not substantially compliant.

2.18 No Publicity or Promotion

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

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

2.19 Debriefing

Not later than 60 days following the date of posting of a contract award notification in respect of the RFQ, a Bidder may contact the RFQ Coordinator requesting a debriefing from the Purchaser, and the Purchaser shall conduct such debriefing in accordance with the requirements of the MBC Procurement Directive. Any request that is not timely received will not be considered and the Bidder will be notified in writing.

Bidders should note that, regardless of the time of Quotation of a request by a Bidder, debriefings will not be provided until such time as a contract award notification has been posted.

2.20 Bid Protest Procedure

In the event that a Bidder wishes to review the decision of the Purchaser in respect of any material aspect of the RFQ process, and subject to having attended a debriefing, the Bidder shall submit a protest in writing to the Purchaser within 10 Days from such a debriefing. Any protest in writing that is not timely received will not be considered and the Bidder will be notified in writing.

A protest in writing shall include the following:

- (a) A specific identification of the provision and/or procurement procedure that is alleged to have been breached;

- (b) A specific description of each act alleged to have breached the procurement process;
- (c) A precise statement of the relevant facts;
- (d) An identification of the issues to be resolved;
- (e) The Bidder's arguments and supporting documentation; and
- (f) The Bidder's requested remedy.

Part B - Additional Terms

2.21 Confidentiality

2.21.1 Confidential Information of the Purchaser

All correspondence, documentation, and information of any kind provided to any Bidder in connection with or arising out of this RFQ or the acceptance of any Quotation

- (a) remains the property of the Purchaser and shall be removed from the Purchaser's premises only with the prior written consent of the Purchaser;
- (b) must be treated as confidential and shall not be disclosed except with the prior written consent of the Purchaser;
- (c) must not be used for any purpose other than for replying to this RFQ and for the fulfillment of any related subsequent agreement; and
- (d) must be returned upon request by the Purchaser.

2.21.2 Confidential Information of the Bidder

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

During any part of this RFQ process, a Bidder shall not require that the Purchaser, or any of its representatives or agents, execute a confidentiality agreement. In the event that a Bidder refuses to participate in any required step of the RFQ (such as an oral presentation or demonstration) because the Purchaser has refused to execute any such confidentiality agreement, the Bidder shall receive no points for the particular step in the evaluation process in respect of which the Bidder has refused to participate.

2.21.3 Bidder's Quotation

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

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

2.21.4 Personal Information

(a) Tender of Information

The Bidder should not submit as part of its Quotation any information related to the qualifications or experience of persons who will be assigned to provide services unless specifically requested. Unless so requested, any such information, whether in the form of resumes or other documentation, will be returned to the Bidder or destroyed by a professional company that routinely provides document destruction services for the Purchaser and will not be used in the evaluation process. Should the Purchaser subsequently request such information from the Preferred Bidder during the process to finalize any Agreement that may be awarded from this RFQ, the Purchaser will treat this information in accordance with the provisions of this Section.

(b) Use

Any personal information as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5 that is requested from each Bidder by the Purchaser shall only be used to select the qualified individuals to undertake the project/services and to confirm that the service performed is consistent with these qualifications.

(c) Consent

It is the responsibility of each Bidder to obtain the consent of such individuals prior to providing the information to the Purchaser. The Purchaser will consider that the appropriate consents have been obtained for the disclosure to and use by the Purchaser of the requested information for the purposes described.

2.21.5 Non-Disclosure Agreement

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

2.22 Freedom of Information and Protection of Privacy Act

The Freedom of Information and Protection of Privacy Act, 1990 (Ontario) applies to information provided to the Purchaser by a Bidder. A Bidder should identify any information in its Quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Purchaser. The confidentiality of such information will be maintained by the Purchaser, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their Quotation will, as necessary, be disclosed on a confidential basis, to the Purchaser's Evaluation Team for the purpose of evaluating or participating in the evaluation of their Tenders.

By submitting any Personal Information requested in this RFQ, Bidders are agreeing to the use of such information as part of the evaluation process, for any audit of this procurement process and for contract management purposes. If a Bidder has any questions about the collection and use of Personal Information pursuant to this RFQ, questions are to be submitted to the RFQ Coordinator in accordance with Section 2.4 (Clarification and Questions).

2.23 Competition Act

Under Canadian law, a Bidder's Tender must be prepared separately and independently, without conspiracy, collusion or fraud. For more information on this topic, Bidders may wish to visit the Department of Justice website.

2.24 Intellectual Property

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

All deliverables, documentation, services and intellectual property rights of any kind derived and/or developed pursuant to this RFT shall remain the exclusive property of the Purchaser.

Requests to present data or publish or present papers derived from service pursuant to this RFQ in any type of publication, journal or professional conference must be made to the Purchaser and prior approval must be obtained in writing from the RFQ Coordinator.

2.25 Rights of the Purchaser – General

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

- (a) make public the names of any or all Bidders;
- (b) request written clarification or the Quotation of supplementary written information from any Bidder and incorporate such clarification or supplementary written information into the Bidder's Quotation, at the Purchaser's discretion, provided that any clarification or Tender of supplementary written information shall not be an opportunity for the Bidder to correct errors in its Quotation or to change or enhance the Bidder's Tender in any material manner;
- (c) waive formalities or elements of non-compliance and accept Quotation which substantially comply with the requirements of this RFQ, in the Purchaser's sole discretion;
- (d) verify with any Bidder or with a third party any information set out in a Quotation, as described in Section 2.15 (Verification of Information);
- (e) check references other than those provided by any Bidder;
- (f) disqualify any Bidder whose Quotation contains misrepresentations or any other inaccurate or misleading information, or any Bidder whose reasonable failure to cooperate with the Purchaser impedes the evaluation process, or whose Quotation is determined to be non-compliant with the requirements of the RFQ;
- (g) disqualify a Quotation where the Bidder has previously breached a contract with the Purchaser, the Bidder has been charged or convicted of an offence in respect of a contract with the Purchaser, or the Bidder reveals a Conflict of Interest or Unfair Advantage in its Tender or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of the Purchaser;

- (h) disqualify any Quotation of any Bidder who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFQ, including where there is any evidence that the Bidder or any of its employees or agents colluded with any other Bidder, its employees or agents in the preparation of the Quotation;
- (i) make changes, including substantial changes, to this RFQ provided that those changes are issued by way of addenda in the manner set out in this RFQ;
- (j) accept or reject a Quotation if only one Quotation is submitted;
- (k) select any Bidder other than the Bidder whose Quotation reflects the lowest cost to the Purchaser;
- (l) cancel this RFQ process at any stage and issue a new RFQ for the same or similar requirements, including where
 - (i) the Purchaser determines it would be in the best interest of the Purchaser not to award an Agreement;
 - (ii) the Quotation prices exceed the bid prices received by the Purchaser for Services acquired of a similar nature and previously done service;
 - (iii) the Quotation prices exceed the costs the Purchaser would incur by doing the service, or most of the service, with its own resources;
 - (iv) the Quotation prices exceed the funds available for the Goods and/or Services; or
 - (v) the funding for the acquisition of the proposed Goods and/or Services has been revoked, modified, or has not been approved;and where the Purchaser cancels this RFQ, the Purchaser may do so without providing reasons for any such cancellation, and the Purchaser may thereafter issue a new request for Quotation, request for qualifications, sole source or do nothing;
- (m) discuss with any Bidder different or additional terms to those contemplated in this RFQ or in any Bidder's Quotation;
- (n) reject any or all Quotation in its absolute discretion, including where a Bidder has launched legal proceedings against the Purchaser or is otherwise engaged in a dispute with the Purchaser;

By submitting a Quotation, the Bidder authorizes the collection by the Purchaser of the information identified in this RFT, which the Purchaser may request from any third party.

2.26 Rights of the Purchaser – Preferred Bidder

In the event that the Preferred Bidder fails or refuses to execute the Agreement within 15 Business Days from being notified of its position as the Preferred Bidder, the Purchaser may, in its sole discretion,

- (a) extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, the Purchaser may, in its sole discretion, terminate the discussions;
- (b) exclude the Preferred Bidder's Quotation from further consideration and begin discussions with the next highest-ranked Bidder without becoming obligated to offer to negotiate with all Bidders; and
- (c) exercise any other applicable right set out in this RFQ, including but not limited to, cancelling the RFQ or issuing a new RFQ for the same or similar goods and services.

The Purchaser may also cancel this RFQ in the event the Preferred Bidder fails to obtain any of the permits, licenses, consults, or authorizations required pursuant to this RFQ.

2.27 Bidder's Costs

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

- (a) the preparation, presentation and submission of its Quotation;
- (b) the Bidder's attendance at any meeting in relation to the RFQ process, including any oral presentation and/or demonstration;
- (c) the conduct of any due diligence on its part, including any information gathering activity;
- (d) the preparation of the Bidder's own questions prior to the RFQ Closing Time; and
- (e) any discussion and/or negotiation, if any, in respect of the Agreement.

2.28 No Liability

The Bidder agrees that:

- (a) Any action or proceeding relating to this RFQ process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Bidder irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;
- (b) It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFQ process on any jurisdictional basis; and
- (c) It shall not oppose the enforcement against it, in any other jurisdiction, of any judgment or order duly obtained from an Ontario court as contemplated by this RFQ. The Bidder further agrees that if the Purchaser commits a material breach of this RFQ (that is a material breach of Contract A), the Purchaser's liability to the Bidder, and the aggregate amount of damages recoverable against the Purchaser for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Purchaser, shall be no greater than the Quotation preparation costs that the Bidder seeking damages from the Purchaser can demonstrate.

2.29 Assignment

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

2.30 Entire RFQ

This RFQ, addendums and all Schedules form an integral part of this RFQ.

2.31 Priority of Documents

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

2.32 Governing Law

The RFQ, the Bidder's Tender, and any resulting Agreement shall be governed by the laws of Ontario and the federal laws of Canada applicable there.

Article 3 – Evaluation Process

3.1 General

The evaluation of the Quotation will be conducted by the evaluation team (the “Evaluation Team”) in three stages, as described below.

A Quotation must meet the requirements of each phase of the evaluation process to proceed to the next phase. The evaluation of the Quotation will be conducted on the basis of the members of the Evaluation Team arriving at a consensus. Where a consensus is not possible, the score will be averaged.

The Purchaser shall determine, in its sole discretion, the membership of the Evaluation Team, which may include external consultants and advisors to the Purchaser.

3.2 Stages of Tender Evaluation

The points allocated to each stage of the evaluation process are as follows:

Stage Description	Points	Minimum Score
I - Mandatory Requirements	(Pass/Fail)	Pass
II - General Criteria	100	70
III - Reference Verification	(Pass/Fail)	Pass
TOTAL	100	70

3.2.1 Stage I - Review of Mandatory Requirements (Pass/Fail) will consist of a review by the Purchaser to determine which Tenders comply with all of the Mandatory Requirements, as set out in Section 1.10.1. Tenders that do not comply with all of the Mandatory Requirements will be disqualified.

3.2.2 Stage II – Scoring of General Criteria (100 points) will consist of the scoring by the Evaluation Team of each Eligible Tender on the basis of the following General Criteria:

Evaluation Criteria	Weighting
Stipulated Price	100

Stipulated Price (100 %)

The Bidder must provide a fixed price for the Work by completing the Stipulated Price Schedule F.

Each Bidder will receive a percentage of the total possible points allocated to price for the Work by dividing that Bidder’s price by the lowest bid price. For example, if the lowest bid price offered by one Bidder is \$120.00, that Bidder will receive 100% of the possible points ($120/120 = 100\%$). A Bidder who bids \$150.00 will receive 80% of the possible points ($120/150 = 80\%$) and a Bidder who bids \$240.00 will receive 50% of the possible points ($120/240 = 50\%$).

Quotation that reach or exceed the minimum score for the Rated Criteria will be eligible to proceed to the next stage of the evaluation process (an Eligible Tender). Quotation that does not meet the minimum score for the General Criteria will be disqualified.

3.2.3 Stage III – Reference Verification (Pass/Fail) will consist of the Purchaser verifying the references of the Bidder whose Tender has scored the highest in Stage II – the Preferred Bidder. The Evaluation Team will verify as many references provided by the Preferred Bidder in the References Schedule as the Evaluation Team may deem appropriate and such references may be conducted in-person, as the Evaluation Team may determine in its sole discretion. References will be assessed on a pass/fail basis as to their satisfaction with the services performed, and will serve to validate (or not, as the case may be) the evaluation conducted by the Evaluation Team.

After the references have been successfully verified, the Purchaser will notify the Preferred Bidder of its position as the Preferred Bidder, and invite it to enter into discussions to finalize the terms of the Agreement, attached in the Form of Agreement Schedule. Subject to the requirements of Section 3.3 (Discussions with Preferred Bidder), the Purchaser expects that the Agreement will be executed substantially in the form in which it appears in this RFQ.

3.3 Discussions with Preferred Bidder

After identifying the Preferred Bidder, if any, the Purchaser may attempt to finalize the terms and conditions of the Agreement with the Preferred Bidder or it may, in its sole discretion,

(a) prior to making the award, enter into a letter of intent with the Preferred Bidder, on terms satisfactory to the Purchaser, as an interim measure; and

(b) negotiate changes, amendments, or modifications to the Preferred Bidder's Quotation.

The Purchaser shall at all times be entitled to exercise its right under Section 2.25 (Rights of the Purchaser – Preferred Bidder).

For certainty, the Purchaser makes no commitment of any kind to the Preferred Bidder until the Agreement has been executed between the Purchaser and the Preferred Bidder. The Preferred Bidder acknowledges that the commencement of any discussions in respect of the Agreement does not create any contractual obligations between the Purchaser and the Preferred Bidder.

Schedule A - Unfair Advantage and Conflict of Interest Statement Schedule

“**Conflict of Interest**” includes, but is not limited to, any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Bidder’s other commitments, relationships or financial interests

- (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or
- (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under the Agreement.

“**Unfair Advantage**”, means any conduct engaged into, directly or indirectly, by a Bidder that may result in gaining an unfair advantage over other Bidders, including but not limited to

- (i) possessing, or having access to, information in the preparation of its Bid that is confidential to the Purchaser and which is not available to other Bidders,
- (ii) communicating with any person with a view to influencing, or being given preferred treatment in, the RFQ process, or
- (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFQ process and result in any unfairness.

In the event that the boxes below are left blank, the Bidder shall be deemed to declare that (a) it has had no Unfair Advantage in preparing its Bid and (b) there is no foreseeable actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

If either or both of the statements below apply, check the appropriate box:

- The Bidder declares that there is an actual or potential Unfair Advantage relating to the preparation of its Bid.
- The Bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

In the event the Bidder declares an actual or potential Unfair Advantage and/or an actual or potential Conflict of Interest (by marking either of the boxes above), the Bidder shall provide all relevant detailed information below.

The Bidder agrees to provide any additional information which may be requested by the RFT Coordinator, in the form prescribed by the RFQ Coordinator.

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

Signature of Witness

Signature of Bidder Representative

Name of Witness

Name and Title
I have authority to bind the Bidder.

Date: _____

Schedule B - Receipt Confirmation Schedule

To: Cambrian College
Fax: 705-524-7302
Email: purchasing@cambriancollege.ca

Re: RFQ No. 11-12-06

Bidders are requested to acknowledge receipt of **RFQ 11-12-06 Record Centre Shelving and** their intent to submit a Bid by sending this Receipt Confirmation Schedule by email to the attention of the RFQ Coordinator. Bidders submitting this Receipt Confirmation Schedule will be notified of any addendum issued to this RFQ, which will be forwarded to the person whose name is identified.

I hereby acknowledge receipt of the above-noted RFT.

[Please check your answer]

I / We DO DO NOT intend to submit a Bid to this RFQ.

Representative's contact information:

(Company Name)

(Representative's Signature)

(Address)

(Name – Please Print)

(City, Province, Postal Code)

(Title)

(Phone)

(Date)

(Email)

Schedule C - Declaration and Certification Schedule

TO: Cambrian College (the "COLLEGE")

RE: IN THE MATTER OF our Quotation Response for RFQ#11-12-06 dated _____, 2011 to which this Declaration and Certification Schedule is an integral part the Tender prepared by _____ and submitted in response to a Request for Quotation issued by the College dated December 21, 2011, as amended, regarding the selection of a Bidder to execute the Agreement pursuant to the RFQ.

I am duly authorized by the Bidder, including the persons, firms, corporations and advisors to execute this Declaration and Certification Schedule.

I solemnly declare and certify as follows:

1. Bidder Information

(a) The full legal name of the Bidder is:

(b) Any other registered business name under which the Bidder carries on business is:

(c) The jurisdiction under which the Bidder is formed is:

(d) The name, address, telephone, facsimile number and e-mail address of the contact person for the Bidder:

(e) Indicate whether the Bidder is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:

2. Addenda

The Bidder is deemed to have read and accepted all Addenda issued by the College prior to the RFQ Closing Time. The onus remains on the Bidder to make any necessary amendment to its Bid based upon the Addenda. The Bidder hereby confirms that it has received all Addenda by listing the Addenda numbers below, or if no Addenda were issued, by noting "None":

3. Tender Irrevocable

The Bidder agrees that its Bid shall be irrevocable for 120 Days following the RFT Closing Time.

4. Disclosure of Information

The Bidder hereby agrees that any information provided in this Bid, 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 Bidder hereby consents to the disclosure, on a confidential basis, of its Bid to the College's advisors retained for the purpose of evaluating or participating in the evaluation of this RFT.

5. Execution of Agreement

If its Bid is selected by the College, the Bidder agrees to form and execute an Agreement.

Signature of Witness

Signature of Bidder Representative
I have authority to bind the Bidder.

Name of Witness

Name and Title

Date: _____

Schedule D - Mandatory Requirements Checklist Schedule

The Bidder must indicate the page number in its Tender where each Mandatory Requirement can be found. In the event that the Purchaser determines, in its sole discretion, that any Mandatory Requirement is not met, the Proposer shall be disqualified.

	Mandatory Requirements	Page #
M1	Unfair Advantage and Conflict of Interest Statement – Schedule A	
M2	Declaration and Certification – Schedule C	
M3	Mandatory Requirements Checklist – Schedule D	
M4	References – Schedule E	
M5	Stipulated Price - Schedule F	
M6	Mandatory Site Visit – as per Section 1.7	

Signature of Witness

Signature of Bidder representative
I have authority to bind the Bidder.

Name of Witness

Name and Title

Date: _____

Schedule E - References Schedule

Bidder Name: _____

The Bidder must identify with its Tender a minimum of 2 references with respect to itself, which must include the information set out below.

Reference 1	Bidder Response
Company Name	
Address	
Number of Sites	
Contact Information (name/phone/e-mail): Identify appropriate contacts to discuss the Services	
Detailed description of services provided	
Contract Duration	

Reference 2	Bidder Response
Company Name	
Address	
Number of Sites	
Contact Information (name/phone/e-mail): Identify appropriate contacts to discuss the Services	
Detailed description of services provided	
Contract Duration	

Reference 3	Bidder Response
Company Name	
Address	
Number of Sites	
Contact Information (name/phone/e-mail): Identify appropriate contacts to discuss the Services	
Detailed description of services provided	
Contract Duration	

Signature of Witness

Signature of Bidder Representative
I have authority to bind the Bidder

Name of Witness

Name and Title

Date: _____

Schedule F - Stipulated Price Schedule

To: Cambrian College of Applied Arts and Technology
 Purchasing Services – Room 4028
 1400 Barrydowne Road
 Sudbury ON P3A 3V8

HEREBY UNDERTAKES AND AGREES WITH THE OWNER AS FOLLOWS:

Having examined all the Tender Documents, entitled “***RFT 11-12-06 Record Centre Shelving,***”

WE UNDERTAKE TO DO ALL WORK, AND SUPPLY ALL MATERIALS AND SERVICES IN ACCORDANCE WITH THE QUOTATION DOCUMENTS, FOR THE TOTAL CONTRACT PRICE LISTED BELOW.

PRICE	HST	TOTAL
For Complete Design, Supply and Install Shelving System		

PRICE	HST	TOTAL
For Complete Design		
Supply and Install Shelving System unit price (up to 10 feet high)		

 Name of Witness

 Signature of Witness

 Name and Title of Bidder representative

 Signature
 I have authority to bind the Bidder

Date: _____