

THE UNIVERSITY OF SASKATCHEWAN

REQUEST FOR PROPOSAL

RFP No: CP-730126

Commodity: Generative Artificial Intelligence (AI) Software

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1.0 PROCEDURES AND INSTRUCTIONS

1.1 PURPOSE

The University of Saskatchewan, as represented by Procurement, is requesting *Proposals* for the provision and/or installation of Generative Artificial Intelligence (AI) Software (see Appendix B) in accordance with conditions stated herein. Through this *Request for Proposal USask* seeks to:

- a) Select multiple *Proponents* to provide all or a portion of supplies and/or services as exemplified in the Bid List (see Appendix B).
- b) Specify the conditions that would govern any resulting *Contract*.
- c) Determine pricing structure.

The term of *Contract* shall commence on or around **September 1, 2025 and shall remain in effect until August 31, 2030**, unless otherwise terminated in accordance with the terms outlined herein. *USask* reserves the right to extend the *Contract* for one additional three year and one additional two year extension, for a maximum potential *Contract* period of ten (10) years, or for subsequent project stages, or re-tender the Generative Artificial Intelligence (AI) Software.

The *Proponent* may submit a *Proposal(s)* to *USask*, not later than four (4) months prior to the expiration date of the *Contract*, for the optional extensions to the *Contract*.

1.2 DEFINITIONS

Throughout this *Request for Proposal*, terminology is used as follows and appears in italicized text beginning with a capital letter

- a) ***Affiliates*** – *USask* specialized units, centres of excellence, global institutes, subsidiaries, and related entities listed in Appendix F.
- b) ***AI*** – Artificial Intelligence
- c) ***Service Provider*** – The successful *Proponent* with whom *USask* may enter into a *Contract*.
- d) ***Contract*** – The agreement resulting from this *RFP* process.
- e) ***Owner* or *USask* or *University*** – The University of Saskatchewan, as represented by Procurement.
- f) ***Project Manager*** – The *Proponent's* representative responsible for the delivery of the *Service*.
- g) ***Proponent*** – Each company receiving this *Request for Proposal*.
- h) ***Request for Proposal* or *RFP*** – *Request for Proposal* No. CP-730126 including all attached and referenced documents and subsequent addenda.
- i) ***Site Representative*** – The *University's* representative responsible for liaising with the *Service Provider*.
- j) ***Subcontractor/Subconsultant*** – Any firm/individual that the *Service Provider* may contract with to perform a portion or all of the *Service*.
- k) ***Service*** – The provision of Generative Artificial Intelligence (AI) Software.
- l) ***Proposal*** – Documents submitted by *Proponents* in response to this *RFP*.
- m) ***Portal*** - *USask's* public procurement portal at <https://usask.bonfirehub.ca>

1.3 ISSUING OFFICE

Procurement
University of Saskatchewan
110 Maintenance Rd,
Saskatoon, SK S7N 5C5
Attention: Dennis Orellana
Procurement Services Lead

Communicating of All *RFP* Documents and Addenda, *USask* will use the Bonfire Hub website (<https://usask.bonfirehub.ca>) for the following activities:

- To post the *RFP*
- To receive any questions or inquiries
- To issue any associated addenda
- To post award notice (including value of award)

To contact *USask* or ask questions in relation to this *RFP*, *Proponents* must register with *USask*'s public procurement portal at <https://usask.bonfirehub.ca> (the "Portal") and initiate the communication electronically through the Opportunity Q&A. *USask* will not accept any *Proponent's* communications by any other means, except as specifically stated in this *RFP*.

1.4 THE UNIVERSITY'S AUTHORIZED REPRESENTATIVES

The only persons who are or shall be authorized to speak or act for *USask* with respect to this *RFP*, are those whose positions or names have been specifically designated in Section 1.3 – Issuing Office.

Throughout this *RFP* process, *Proponents* may not contact *USask* departments or end users unless directed by persons designated in Section 1.3 – Issuing Office.

1.5 KEY DATES

The following schedule of key dates is provided only as a guide to *Proponents* and may not be strictly adhered to. The one exception is Section 1.5 d - *Proposals* due date, which will only be changed by written addendum.

a)	Issuance of <i>RFP</i>	July 11, 2025
b)	Written inquiries up to	July 25, 2025
c)	Response to inquiries/notification of errors and/or omission	August 1, 2025
d)	<i>Proposals</i> due	August 12, 2025
e)	Evaluation and clarification of <i>Proposals</i> ; <i>Proponents</i> shortlisted	~August 2025
f)	Acceptance of successful <i>Proposal</i> (if any)*	~September 2025
g)	Commencement date of <i>Contract</i> /Issue date of <i>Purchase Order</i>	~September/October 2025

*indicates optional items for the Key Dates.

1.6 CLOSING DATE AND TIME

Your submission must be uploaded, submitted, and finalized prior to the Closing Time indicated in the *Portal*. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before Closing Time to begin the uploading process and to finalize your submission.

USask does not assume any responsibility for delayed or rejected *Proposals*. *Proponents* acknowledge that all risks associated with *Proposals* are their sole responsibility, and that late *Proposals*, regardless of the reason, will be rejected.

In the event that one (1) or more files cannot be opened (e.g., are corrupted), the *Proponent* will not have an opportunity to resend such files after closing.

1.7 SUBMISSIONS AND DELIVERY METHOD

Proposals must be submitted through the online Bonfire Portal at: <https://usask.bonfirehub.ca>. Submissions by other methods will not be accepted. Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled.

Browser cookies must be enabled. Respondents should contact Bonfire at Support@GoBonfire.com for technical questions related to [submissions](#) or visit Bonfire's help forum <https://bonfirehub.zendesk.com/hc>.

Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents

should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.

1.8 PROPOSALS

This *RFP* states the instructions for submitting *Proposals*, and the procedures and criteria by which *Proponents* will be selected. No local customs or trade practices are adopted unless explicitly referenced hereunder. Where discretion in the process and criteria set out hereby exists, no restrictions shall be implied as to the exercise of such discretion.

This *Request for Proposal* including all attached or referenced documents and subsequent addenda are for the sole purpose of preparing a *Proposal* response. Due to the vagaries of electronic transmissions, USask cannot guarantee the accuracy of the files received. In the event of a conflict in content, the original documents held by Procurement – USask shall govern. *Proponents* must not alter any portion of these documents except by adding any requested information. The University of Saskatchewan accepts no responsibility for damages that may be caused by these files and shall not be liable for any loss of profits, loss of use, interruptions of business, or for direct, indirect, special, incidental, or consequential damages of any kind as a result of the use of these electronic files.

Proponent's costs to develop the *Proposal*, the costs for investigative work performed prior to the execution of any contract, and costs for any presentations, and/or equipment demonstrations are entirely the obligation of the *Proponent* and shall not be charged in any part to USask.

The *Proponent's Proposal* and all supporting information become the property of USask. All such documentation may be reproduced by USask, provided that such reproduction is made solely for review by evaluators including any third-party evaluation, internal use or for any purpose required by law.

1.9 INQUIRIES AND CHANGES

It is the responsibility of each *Proponent* to inquire about any requirements of this *RFP* that needs clarification. To contact USask or ask questions in relation to this *RFP*, *Proponents* must register with the USask's public procurement portal at <https://usask.bonfirehub.ca> (the "Portal") and initiate the communication electronically through the Opportunity Q&A. USask will not accept any *Proponents* communications by any other means, except as specifically stated in this *RFP*.

USask shall not be bound and the *Proponents* agree not to rely upon any written or verbal statements or representations of any other persons, whether employed by USask or not, in the preparation and submission of their *Proposals*. This *RFP*, and any subsequent modifications thereto, is designated as the sole reference for the preparation of *Proposals* and takes precedence over any and all information obtained from any source, either verbal or written. All addenda will be issued, posted to <https://usask.bonfirehub.ca>, and shall be incorporated into and become part of this *RFP*.

Amendments to *Proposals* will be accepted if received prior to the *RFP* closing date and time (see Section 1.6 – Closing Date and Time). Amendments received after the *RFP* closing date and time will not be considered except as may be allowed by USask pursuant to Section 1.17 – Selection Process and Criteria. *Proposals* may be withdrawn upon written request from the *Proponent* prior to the closing date and time only.

To maintain confidentiality of *Proposals*, amendments to pricing structure should indicate only the incremental difference and not the revised total.

1.10 TRADE AGREEMENTS

This *RFP* is subject to the rules and guidelines set out in the New West Partnership Agreement (see website: http://www.newwestpartnershiptrade.ca/the_agreement.asp), the Canadian Free Trade Agreement (see website: <https://www.cfta-alec.ca>), and the Canada-European Union Comprehensive Economic and Trade Agreement (see website: <http://www.international.gc.ca/trade-commerce/trade-agreements-accords-commerciaux/agr-acc/ceta-aecg/index.aspx?lang=eng>).

1.11 NON-RESIDENT WITHHOLDING TAX (NRWT)

The acquisition of the services outlined in this *RFP* may be subject to Non-Resident Withholding Tax (see website: <http://www.cra-arc.gc.ca/tx/nnrstdnts/cmmn/rndr/menu-eng.html>)

1.12 SASKATCHEWAN ADVANCED EDUCATION COLLABORATIVE (SAEC)

University of Saskatchewan is a member of the Saskatchewan Advanced Education Collaborative (SAEC). The SAEC is comprised of the University of Regina, University of Saskatchewan, and Saskatchewan Polytechnic. As a member of the SAEC, each identified organization makes its competitively sourced contracts available for the use of the other members on a completely voluntary basis, if deemed advantageous to do so. *Proponents* to this *RFP* acknowledge that *Proposals* will be honored for any goods or services provided to SAEC members in accordance with this *RFP*. Any additional benefits as a result of increased usage or scope must also apply to other SAEC members in accordance with this *RFP* and resulting *Contract(s)*. The *Proponent* agrees and acknowledges that information from their *Proposal* and any resulting *Contract(s)* may be shared with other members of the SAEC.

1.13 PROPONENT PRESENTATIONS

Proponents may be contacted after the *RFP* closing to arrange for presentations to clarify *Proposals*, product demonstrations and/or an inspection of their operations. This may or may not be requested.

Proponent's costs for any presentations are entirely the obligation of the *Proponent* and shall not be charged in any part to *USask*.

1.14 CONFLICT OF INTEREST

Proponents must identify any potential conflicts of interest that may arise as a result of their response to this *RFP* and/or subsequent award of *Contract*. Non-disclosure of any potential conflicts of interest may be sufficient cause to disqualify the *Proposal* or terminate any subsequent *Contract*.

1.15 CONFIDENTIALITY

The *Proponent* acknowledges that *USask* is a Local Authority within the meaning of *The Local Authority Freedom of Information and Protection of Privacy Act* (the "Act"). The *Proponent* may review the Act (which may be obtained at www.qp.gov.sk.ca) and shall assume responsibility for marking documents which the *Proponent* wishes to remain confidential under the Act. The *Proponent* shall clearly mark "Confidential" on all information regarding the items and conditions, financial and/or technical aspects of the *Proponent's Proposal* response, which in the *Proponent's* opinion are of a proprietary or confidential nature at the relevant item or page. *USask* shall use reasonable efforts to hold all information marked "Confidential" by the *Proponent* in strict confidence but shall not be liable for any inadvertent disclosure or disclosure by law. Similarly, information about *USask* obtained by a *Proponent* and declared by *USask* representatives to be confidential must not be disclosed unless authorized by *USask*. Upon request, *USask* will provide its standard form non-disclosure agreement to assist in maintaining *Proponent's* confidential information.

It is agreed that these reciprocal obligations of non-disclosure will survive the termination of any contract that might arise between the parties.

This *RFP* and all drawings, designs, specifications and other data appended or related to it, are the property of the University of Saskatchewan and are supplied only for the purpose of enabling each *Proponent* to prepare and submit a *Proposal* in response thereto. The information contained, referenced or appended to the *RFP*, is not to be disclosed or released for any other use or purpose and must be returned to *USask* when requested.

1.16 IRREVOCABLE OFFER

Proposals shall constitute valid and irrevocable offers which are open for acceptance by *USask* for a period of sixty (120) days following the closing date and time specified in Section 1.6 – Closing Date and Time.

USask reserves the right to accept the *Proposal* which it deems most advantageous and the right to reject any or all *Proposals*, in whole or in part, whether the prices offered be the lowest or not. Further, *USask* in its sole discretion, may accept or reject any *Proposal* which in the opinion of *USask* is incomplete, obscure, irregular, contains exceptions or counter offers or, which is non-compliant with the terms of the *RFP*. *USask* is under no obligation to award a *Contract* and reserves the right to terminate the *Proposal* process at any time, and to withdraw from discussions with any or all of the *Proponents* who have responded.

1.17 SELECTION PROCESS AND CRITERIA

It is the intent of *USask* to select the most effective *Proposal(s)* that meet the requirements and provides the best overall value to the *University*. *USask* may or may not, conduct discussions, request further information or clarifications, either in succession or concurrently, with selected *Proponents* on the content of their *Proposal(s)* without becoming obligated to clarify or seek further information from any or all other *Proponents*.

USask may collect information about the services being proposed from other sources, in addition to *Proponents'* responses to the *RFP*. Information gathering may include visits to, or communications with, other universities or organizations, where similar services have been provided. References supplied by the *Proponent* may also be checked.

At its discretion, *USask* may engage the services of a third-party technical consultant to review, evaluate and recommend the *Proposal*, which best addresses the requirements of this *RFP*. *USask* will not be limited as to its criteria for evaluation of *Proposals*.

Proposals shall be evaluated based on the following criteria:

Point Weighting

- | | |
|---|----|
| a) TECHNICAL & AI PLATFORM SERVICES | 30 |
| <ul style="list-style-type: none"> • AI Chat and Data Analysis Services • Compliance with Intellectual Property and Privacy Regulations • Infrastructure Protection • Security and Data Protection Requirements • Compatibility with USask's digital infrastructure • Ability to support desired agreement options and user management strategies | |
| b) OPTIONAL SERVICES | 5 |
| <ul style="list-style-type: none"> • AI Model Customization and Integration • AI Enabling Infrastructure | |
| c) PROFESSIONAL SERVICES | 5 |
| <ul style="list-style-type: none"> • AI Consulting and Support Services | |
| d) PROPONENT QUALIFICATIONS | 10 |
| <ul style="list-style-type: none"> • Demonstrated corporate structure and ownership • Willingness to accommodate USask requirements & acceptance of preferred contractual provisions. | |

<ul style="list-style-type: none"> • Demonstrated ability to work in a large university environment or an organization of similar complexity. • Relevant experience, competence, and reliability in handling similar projects. 	
e) SUPPORT & MANAGEMENT	10
<ul style="list-style-type: none"> • Ability to provide a dedicated support representative • Upgradable and have a regular schedule for updates • Scalable to meet its expanding operational needs • Service Level Agreement meets USask requirements. 	
f) COST	30
<ul style="list-style-type: none"> • Cost of the Services • Transparent and/or fixed pricing structure (with reasonable and supported exceptions) 	
g) UNIVERSITY BENEFIT & SUSTAINABILITY	5
<ul style="list-style-type: none"> • Value added benefits. 	
h) INDIGENOUS PARTICIPATION	5
<ul style="list-style-type: none"> • Indigenous Ownership. • Indigenous persons training and development, including scholarships or skills training. 	
<hr/>	
TOTAL OF 100 Points	

1.18 CONTRACTUAL OBLIGATION

USask has outlined both mandatory and preferred contractual provisions (see Section 3.0 – Contractual Provisions and Appendix B – Validation of Proposal and Acceptance of Contractual Provisions) that will govern the selection of a *Proponent(s)* and any subsequent *Contract* issued. **These contractual terms will be incorporated into any Contract between the successful Proponent(s) and USask.**

Mandatory contractual provisions cannot be modified in the *Proponent's Proposal* and shall be deemed to be specifically incorporated by reference in any *Proposal* submitted by the *Proponent(s)*. Preferred contractual provisions are desirable to USask but may be modified upon request. A *Proponent* may reject or make changes to the preferred contractual provisions by explicitly stating so in their *Proposal*. **The change will be considered in the selection process.** Preferred contractual provisions not explicitly rejected or amended by a *Proponent*, shall be incorporated by reference in any submitted *Proposal* without further opportunity to comment or amend by the *Proponent*.

UNLESS A *PROPONENT* EXPRESSLY AND SPECIFICALLY PROVIDES OTHERWISE IN THEIR WRITTEN SUBMISSION, THE *PROPOSAL* SHALL AUTOMATICALLY BE DEEMED TO INCLUDE THE *PROPONENT'S* AGREEMENT TO THE PREFERRED CONTRACTUAL PROVISIONS OF THIS *RFP*. **IF A PROPONENT CANNOT ACCEPT ANY OF THESE PROVISIONS, THE PROPONENT MUST SET OUT THE OBJECTION IN THEIR PROPOSAL.** FAILING WHICH, ALL PREFERRED CONTRACTUAL PROVISIONS SHALL BE INCORPORATED BY REFERENCE IN THE *CONTRACT*.

1.19 DISPUTE RESOLUTION

If required, the *Proponent* shall have access to appropriate dispute resolution processes. The *Proponent* may request a copy of the dispute resolution process options from Procurement. The dispute resolution process will not delay *Contract* award.

1.20 RIGHT TO NEGOTIATE

Should USask in its sole discretion, not receive any *Proposal* satisfactory to USask, USask reserves the right to negotiate a contract for all or part of the *Service* with any one (1) or more of the *Proponents* without becoming obligated to offer to negotiate with all *Proponents*.

1.21 SUSPENSION OF RFP PROCESS

In the event *USask* discovers new relevant information regarding the requirements of the *Service* or the *Request for Proposal* or that *Proponents* have received unequal access to relevant information, *USask* reserves the right in its sole discretion, to suspend the *RFP* process, either before or after *Proposals* have been received, issue new information in writing to all *Proponents* and then continue the *RFP* process.

In the event *USask* chooses to suspend the *RFP* process, those *Proponents* who have submitted bids will be provided with new information and allowed an additional five (5) days to change their *Proposals* should they choose to do so, or to withdraw altogether. Thereafter, *USask* will continue the *RFP* process with the remaining *Proponents*, with all other requirements of the *RFP* applying as if the *RFP* process had not been suspended.

END OF SECTION 1.0

2.0 GUIDELINES FOR PROPOSAL

In order to receive a uniform format of responses from all *Proponents*, the following guidelines for formatting the *Proposal* have been outlined.

2.1 GENERAL OUTLINE

- a) A table of contents of all presented material.
- b) An outline of your corporate structure and ownership, complete with a list of the names of all the owners of the company and/or officers of the corporation, and a company organizational chart.
- c) A complete description of the duration and extent of your company's experience, competence and reliability in handling similar projects.
- d) A list of proposed personnel, corresponding job function, title, qualifications and experience required to facilitate any subsequent *Contract*.
- e) A clear indication of services that will be provided.
- f) The pricing structure, in Canadian dollars (see Section 2.4 – Pricing structure), for all proposed equipment and/or services.
- g) A sample of *Proponent's* service/maintenance agreement.
- h) Submission of relevant references. Provide a minimum of three (3) references for similar services, to include: company name, contact name, title, telephone number and email address if available.
- i) A summary of sustainability initiatives (see Section 2.3 – Sustainability).
- j) A summary of any value added benefits or in-kind contributions, any opportunities for recognition, must be approved under University Policy #5.07 see website:
<https://policies.usask.ca/policies/advancement/gift-in-kind-identification-and-appraisal.php#AuthorizationandApproval> Discounts, "in-kind" contributions, value added benefits or incentives in the form of laboratory consumables and/or chemicals cannot be considered as the *University* has contracts in place for these commodities.
- k) A clear indication of services that will be brokered to third parties, including usage of any *USask* in-house services.
- l) Completed Validation of Proposal and Acceptance of Contractual Provisions (see Appendix A).
Proposals shall automatically be deemed to include Proponent's agreement to the preferred Contractual Provisions which shall be incorporated by reference in the Contract, unless expressly and specifically indicated otherwise.
- m) Completed pricing structure in electronic format (Appendix D – Pricing Structure).
- n) Completed HECVAT or Software As A Service Form (Appendix E – Software as a Service Vendor Form)
- o) Disclosure of any and all judgments, pending or expected litigation, or other real or potential reversals which might materially affect the viability or stability of the *Proponent's* organization; or warrant that no such condition is known to exist.

2.2 SIGNING AUTHORITY

Proposals must be dated and signed in the firm or corporate name and must bear the signature of an officer or agent duly authorized to execute contracts for the *Proponent*. The *Proponent's* name must be fully stated. Where *Proposals* are signed by an agent of the *Proponent*, evidence of authority to act as the *Proponent's* agent shall accompany the *Proposal*.

Joint *Proposals* must be dated and signed in the firm or corporate name of the primary *Proponent* and must bear the signature of a principal duly authorized to execute contracts for the primary *Proponent*. The primary *Proponent* will be responsible for all the duties and obligations of the *RFP* process and the execution of any subsequent *Contract*.

2.3 SUSTAINABILITY

USask is committed to support principles of sustainability in procurement decisions, wherever practical. This includes consideration of environmental, social, ethical and economic impacts.

Proposals should include a description of any corporate sustainability policy and sustainability initiatives currently in place, in process of being implemented or in the planning stages. Sustainability initiatives include both general initiatives within your organization and proposed initiatives specific to this procurement.

2.4 PRICING STRUCTURE

Pricing structure must be shown in Canadian dollars, Goods and Services Tax (GST) and Provincial Sales Tax (PST) excluded. Pricing structure quoted should be DDP Incoterms 2010 *USask*.

Costs should be inclusive of all relevant elements including, but not limited to the following:

- Pricing structure in Canadian funds.
- Taxes, shown separately if applicable.
- Duty, if applicable.
- Pricing formula(e).
- D.D.P. Incoterms 2010 terms.
- Installation charges.
- Maintenance fees.
- Upgrades.
- Training.
- Value added benefits.

2.5 FINANCIAL CAPABILITY

USask requires assurance that financial limitations do not exist that may cause failure to meet delivery and installation schedules or withdrawal of the company from the marketplace. *USask* reserves the right to request additional information and/or clarification regarding all financial information submitted.

END OF SECTION 2.0

3.0 CONTRACTUAL PROVISIONS

The following conditions will substantially form the *Contract* that shall result from this *RFP* process. Mandatory Contractual Provisions are indicated by **double asterisks (**)** and cannot be modified. Preferred Contractual Provisions are desirable to *USask* but are negotiable.

3.1 PARTIES OF CONTRACT

This *Contract*,

BETWEEN: The **University of Saskatchewan**, a body corporate incorporated by Act of the Legislature of the Province of Saskatchewan, located in the City of Saskatoon, in the Province of Saskatchewan.
(Hereinafter referred to as “*USask*” or “*University*”)

AND: _____

3.2 DEFINITIONS

Throughout this *Contract*, terminology is used as follows and appears in italicized text beginning with a capital letter:

- a) ***Affiliates*** – *USask* specialized units, centres of excellence, global institutes, subsidiaries, and related entities listed in Appendix F.
- b) ***AI*** – Artificial Intelligence
- c) ***Service Provider*** – The successful *Proponent*.
- d) ***Contract*** – The agreement resulting from this *RFP* process.
- e) ***Owner* or *USask* or *University*** – The University of Saskatchewan, as represented by Procurement.
- f) ***Project/Construction Manager*** – The *Proponent*’s representative responsible for the delivery of the *Service*.
- g) ***Proposal*** – Documents submitted by *Proponents* in response to this *RFP*.
- h) ***Request for Proposal* or *RFP*** – *Request for Proposal* No. CP-730126 including all attached and referenced documents and subsequent addenda.
- i) ***SAEC*** – Saskatchewan Advanced Education Collaborative, comprised of the University of Regina, University of Saskatchewan, and Saskatchewan Polytechnic
- j) ***Site Representative* or *Coordinator*** – The *University*’s representative responsible for liaising with the *Service Provider*.
- k) ***Subcontractor/Subconsultant*** – Any firm/individual that the *Service Provider* may contract with to perform a portion or all of the *Service*.
- l) ***Service*** – The provision of Generative Artificial Intelligence (AI) Software.

3.3 PURPOSE

The purpose of this *Contract*, as further described herein, shall be for the provision and/or installation of Generative Artificial Intelligence (AI) Software to *USask*, as requested in *RFP* No. CP-730126, and as presented in the *Service Provider*’s *Proposal* dated Month/Day/Year (and all documents that affect this *Contract*). This *Contract* is not a guarantee for the purchase of any specific product in any quantity, nor a guarantee of the annual dollar expenditure of this *Contract*. Any estimation of annual expenditure made by *USask* is provided without any assurance as to its accuracy and the *Service Provider* specifically agrees that it may not rely upon such estimation in designing its *Proposal* and waives any legal claim it may make in this regard.

3.4 ENTIRE AGREEMENT

The *Contract* documents represent the entire agreement between the parties regarding the subject matter herein and supercede all prior oral and written negotiations, representations or agreements. The *Contract* documents may not be amended except as may be allowed pursuant to Section 3.6 - Amendments. The *Contract* documents, in order of priority, consist of *Contract* #CP-730126, the *Proposal* and *RFP* #CP-730126.

3.5 TERM

The term of *Contract* shall commence on or around **MONTH/DAY/YEAR** and shall remain in effect until **MONTH/DAY/YEAR**, unless otherwise terminated in accordance with the terms outlined herein. *USask* reserves the right to extend the *Contract* for one additional three-year and one additional two-year extension, for a maximum potential *Contract* period of ten (10) years, or for subsequent project stages, or re-tender the Generative Artificial Intelligence (AI) Software.

3.6 AMENDMENTS **

Except as may be allowed pursuant to Section 3.7 Changes in the Service, all changes to this *Contract* shall be mutually agreed to by the *Site Representative* and the *Service Provider*, and approved by *USask*. No amendment of this *Contract* process shall be effective unless it is produced in writing and executed by designated *USask* signing authorities, and signed by the *Service Provider* authorized representative.

3.7 CHANGES IN THE SERVICE

USask may make changes to the *Service* without invalidating this *Contract*. Changes to the scope of *Service* shall be requested by written change order or change directive from *USask*. The *Service Provider* shall not perform any changes to the *Service* without an approved written change order or change directive from *USask*.

When a change in the *Service* is proposed or required, the *Site Representative* shall advise the *Service Provider* of the change and request a written quotation adjusting the *Contract* price and/or *Service/Work* schedule. The *Site Representative* will review the *Service Provider*'s change quotation and either issue an approved change order to the *Service Provider*, not proceed with the proposed change or request clarification on the *Service Provider*'s proposed adjustment to the *Contract* price or *Service* schedule.

If *USask* requires the *Service Provider* to proceed with a change to the *Service* before agreement on an adjustment to the *Contract* price or *Service* schedule between the parties has been reached, the *Site Representative* shall issue a written change directive to the *Service Provider*. Upon receipt of a written change directive, the *Service Provider* shall promptly proceed with the change in the *Service*. Adjustments to the *Contract* price resulting from the issuance of a change directive shall be determined based on the actual cost of expenditures and/or savings to perform the *Service*. The *Service Provider* shall be required to document such expenditures or savings to the satisfaction of the *Site Representative*.

3.8 TERMINATION

.1 This *Contract* may be terminated upon thirty (30) written notice for reason of:

- a) Non-conformance to the conditions of this *Contract* by one party, other than the party seeking termination, or
- b) Failure of the parties to negotiate mutually acceptable adjustment of pricing/fee structure if optional *Contract* extension is exercised, or

- c) Failure of the parties to agree on pricing and scope of work for subsequent stages of the project, or
- d) Insolvency, declaration of bankruptcy or commitment of an act of bankruptcy by either party, or
- e) Any non-disclosed conflicts of interest.

.2 This *Contract* may be terminated immediately for reason of:

- a) Mutually written agreement by both parties.
- b) Exercise of the right to exit pursuant to Section 3.17 – Right to Exit.

3.9 INDEMNITY

The *Service Provider* shall indemnify and hold harmless *USask* from and against all damages, costs, charges or expenses suffered by *USask* as a result of any negligent act, omission or wrongful act, including contractual breaches, of the *Service Provider*, the *Service Provider*'s employees or the *Service Provider*'s *Subcontractors*, *Subconsultants* or agents. Without limitation, the *Service Provider* agrees to indemnify and hold harmless *USask*, its officers, employees and agents from all claims, demands, losses, costs, damages, actions, suits, or proceedings (including solicitor and *USask* costs of defence) initiated by third parties which arise, result or are derived, directly or indirectly, from any negligent act, omission or wrongful act, including contractual breaches, of the *Service Provider*, the *Service Provider*'s employees or the *Service Provider*'s *Subcontractors*, *Subconsultants* or agents.

3.10 LIABILITY

Notwithstanding anything in this *Contract*, the *Service Provider* shall be liable to *USask* for all losses, damages, costs and expenses of whatever nature or kind *USask* may suffer, sustain, pay or incur as a result of a breach of this *Contract* by the *Service Provider* or as a result of the negligence or willful misconduct of the *Service Provider*.

3.11 INSURANCE

The *Service Provider* shall meet the insurance requirements as set forth below and which shall be valid for the duration of the *Contract*. The *Service Provider* shall provide certificates of insurance, duly signed by an authorized representative of the insurer, as evidence of coverage, upon request.

- .1 Commercial General Liability Insurance: With a limit of not less than FIVE MILLION CANADIAN DOLLARS (\$5,000,000.00 CAD) inclusive per occurrence for bodily injury (including death) and damage to property including loss of use thereof. Such insurance shall include coverage for broad form property damage, contractual liability, completed operations, product liability and non-owned automobiles. Such insurance shall also include *USask* as an additional insured and shall contain a cross liability clause.
- 2. Cybersecurity Liability Insurance: With a limit of not less than FIVE MILLION CANADIAN DOLLARS (\$5,000,000.00 CAD) inclusive per occurrence for cybercrime hacking, viruses, worms, denial of service attacks, data breach and ransomware liability insurance.

3.12 PERMITS, LICENSES, NOTICES, LAWS AND RULES

The *Service Provider* shall obtain and cover the costs for all permits, licenses and certificates of inspection necessary for the execution of the *Service*, including liability for all applicable taxes; shall give notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the *Service*; and shall pay all fees required by law.

The *Service Provider* is solely responsible for remittance of all required applications, reports, payments and contributions required of an independent contractor, whether in respect of income tax, Canada Pension Plan, Employment Insurance, Workers Compensation, Goods and Services tax, any applicable liability insurance, or otherwise. The *Service Provider* represents that, if the services provided to the *University* under this Agreement are assessable by the Saskatchewan Workers' Compensation Board (WCB), if required by WCB, the *Service Provider* is, or shall be, registered with WCB and will pay all applicable WCB premiums and assessments. The *Service Provider* hereby indemnifies and holds the *University* harmless for any liability of the *University* which may arise in connection with the said obligations of the *Service Provider* or anyone retained by the *Service Provider*.

All product shall comply with all applicable provincial and federal regulations.

3.13 CONSULTANT'S PERSONNEL

The *Service Provider* shall assign a *Project Manager* who will be readily available to assist in problem resolution and contract administration. This individual should also be prepared to call on the *Department* on a regular basis to market the contracted products and services. The *Service Provider* shall have a designated contact person for inside sales to handle daily inquiries, as well as a designated contact person for accounts receivable.

The *Service Provider* shall advise *USask* regarding change in company ownership, *Contract* related personnel or financial status. *USask* reserves the right to meet with the *Service Provider* to discuss how these changes may affect the performance and conditions of this *Contract*. In the event that the changes made by the *Service Provider* negatively affect the performance and/or conditions of this *Contract*, *USask* may terminate the *Service Provider*'s *Contract* (see Section 3.8 - Termination) and appoint another *Service Provider*.

3.14 INDEPENDENT CONTRACTOR **

All of the *Service Provider*'s employees providing services to *USask* under this *Contract*, shall be deemed employees solely of the *Service Provider*'s and shall not be deemed for any purposes whatsoever employees or agents of, acting for, or on behalf of *USask*. The *Service Provider* shall perform all services as an independent contractor and shall discharge all its liabilities as such. No acts performed, or representations, whether oral or written, made by the *Service Provider* with respect to third parties, shall be binding on *USask*.

3.15 SCOPE OF SERVICE

To be negotiated on the basis of the *Service Provider*'s *Proposal*.

3.16 ROLES AND RESPONSIBILITIES

To be negotiated on the basis of the *Service Provider*'s *Proposal*.

3.17 RIGHT TO EXIT

USask reserves the right, at its sole discretion, to exit this *Contract* for any reason it so chooses. Should *USask* exercise its right to exit, *USask* will pay to the *Service Provider* all fees and disbursements for services rendered and incurred expenses up to the date of termination.

3.18 SERVICE AND SUPPORT

Any subsequent service agreements addressing the work and/or products of this *Contract* shall include liability and indemnification conditions that are no more limiting than the conditions of this *Contract*.

3.19 PRICING STRUCTURE

To be negotiated on the basis of the *Service Provider's Proposal*. Pricing structure is exclusive of Goods and Services Tax (GST) and Provincial Sales Tax (PST).

Pricing structure should be firm for five (5) Year(s) of this *Contract*. The *Service Provider* must be prepared to provide a complete pricing structure schedule to all departments and/or participating universities and affiliates per Appendix F – USask Affiliates and SAEC.

- a) Adjustments increasing pricing structure shall be permitted in accordance with substantiated changes in the *Service Provider's* costs. Increases in pricing structure shall be not greater than the rise in the Consumer Price Index (CPI). Adjustments decreasing pricing structure should be applied throughout the term of this *Contract*.

The *Service Provider* shall notify USask in writing of any proposed pricing structure changes for *Contract* services, no less than thirty (30) days prior to planned implementation of pricing structure changes.

3.20 PAYMENT TERMS

To be negotiated on the basis of the *Service Provider's Proposal*.

Unless otherwise stated all monies payable by the purchaser shall be in Canadian funds. Unless otherwise stated and provided all terms and conditions have been met, invoice payment shall be Net thirty (30) days from receipt of the invoice or after receipt of the goods, whichever is later.

3.21 AUDITS

The *Service Provider* shall comply with any requests from the *University* to audit the costs and/or other pertinent records of the *Service Provider*, upon the premises of the *Service Provider*. This is optional and may or may not be requested.

3.22 REPORTS

To be negotiated on the basis of the *Service Provider's Proposal*. The *Service Provider* shall maintain a record of usage and expenditures for items supplied under this *Contract* to USask. Such a report shall be supplied to USask within thirty (30) days from the date of the request of USask and normally about one hundred and twenty (120) days prior to the expiration of this *Contract*.

3.23 COPYRIGHT LICENCE/RIGHT TO USE

The *Service Provider*, at its own expense, will defend any suit which may be brought against USask, its Board of Governors, students, employees, servants and/or agents for the infringement of any copyrights, patents or trade secrets by equipment, software, publications, intellectual or creative properties furnished pursuant to the *Proposal*. USask shall give the *Service Provider* prompt written notice of such suit and full right and opportunity to conduct the defence thereof, together with full information and all reasonable cooperation. If in the *Service Provider's* opinion the equipment, software, publication, intellectual or creative property furnished hereunder is likely to or does become the subject or claim of infringement of a copyright, patent or trade secret then the *Service Provider* may, at its option, substitute for the alleged infringing equipment, software, publications, intellectual or creative properties, modifications satisfactory to USask, in its sole

discretion, or at the *Service Provider* 's option and expense, obtain the right for *USask* to continue the use of such equipment, software, publications, intellectual or creative properties. If the use of such equipment, software, publications, intellectual or creative properties by *USask* shall be prevented by injunction, the *Service Provider* agrees to take back the equipment, software, publications, intellectual or creative properties and refund the total amount *USask* has paid to the *Service Provider* .

3.24 OPERATIONAL PROBLEM RESOLUTION

When resolving problems, the *Service Provider* shall contact by telephone or email and if requested, visit the concerned department. The *Service Provider* shall then advise *USask* regarding the action taken.

3.25 ALTERNATE DISPUTE RESOLUTION

If a dispute arises pertaining to an alleged breach of this agreement by either party, the parties agree to meet without delay to resolve the dispute and shall retain a mediator to assist in resolving the dispute if the parties are unable to resolve the dispute. Each party shall bear its own costs and one-half of the costs of the mediator. If the dispute is not resolved, on request in writing by either party, it shall be referred to a single arbitrator for decision. The decision of such arbitrator shall be final and binding. The arbitrator shall be mutually agreed upon by the parties and failing such agreement within thirty (30) days of the request for arbitration, the arbitrator shall be appointed as provided by The Arbitration Act, 1992 of the Province of Saskatchewan. The arbitration shall be conducted in the manner provided by the said Act.

3.26 UNIVERSITY POLICIES, PROCEDURES AND REGULATIONS **

Personnel of the *Service Provider* shall observe all policies, procedures and regulations of *USask* made known to them.

All delivery vehicles shall be turned off when parked near or in building loading docks on the *University* campus to alleviate problems with vehicle exhaust ingestion in the various buildings.

3.27 EXTERNAL MARKETING **

The *Service Provider* shall not use the name, logo or image of *USask* for any external marketing purposes whatsoever without express written permission from *USask*.

3.28 NOTICES

.1 All notices required under this *Contract* shall be in writing, and shall be deemed to have been duly given and received either:

- a) On the date of receipt, if delivered by hand or commercial courier, or
- b) At the commencement of the next normal business day following the date of transmission, if sent by email, or
- c) Within three (3) business days from the date of mailing, if sent by mail.

.2 When such communications have been addressed as follows:

If to *USask*
Procurement,
University of Saskatchewan
110 Maintenance Rd
Saskatoon SK S7N 5C5
[Attention: Procurement](#)

With a copy to *Department*
Department
[Address](#)
[Attention:](#)
[Email:](#)

Email: fco.procurement@usask.ca

If to the *Service Provider*

Name

Address

Attention:

Phone:

Email:

3.29 CONFIDENTIALITY AND PRIVACY **

For the purposes of this section, Confidential Information means information in any form disclosed by one party (the “Discloser”) to the other (the “Recipient”) that is (i) marked as confidential, (b) is identified at the time of disclosure as being confidential, or (c) should be reasonably understood by the parties to be confidential or proprietary. The *Service Provider*, during and after the term of this *Contract*, agrees that it shall maintain in confidence and use only on behalf of *USask* in furtherance of its contractual duties and obligations, or in the enforcement of the terms of this *Contract*, any and all Confidential Information provided to it by *USask* or developed by the *Service Provider* in connection with performance of this *Contract*. Confidential Information shall not be disclosed by the *Service Provider* unless authorized in writing by *USask*. Confidential information does not include information in the public domain or that comes into the public domain through no fault of the Recipient; information that was previously known to the Recipient; information independently developed by the Recipient; or information acquired by the Recipient from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information.

The *Service Provider* acknowledges that *USask* is a public body subject to “The Local Authority Freedom of Information and Protection of Privacy Act” (the “Act”) and that records in the possession or under the control of *USask* may be accessed pursuant to the Act. *USask* shall use all reasonable efforts to withhold from disclosure information demonstrated by the *Service Provider* to be protected third party information, as defined in section 18 of the Act, but shall not be liable for disclosures of non-protected third party information as may be required by the Act.

The *Service Provider* further acknowledges that it is an Information Management Service Provider (“IMSP”) as defined by the Act, and agrees to meet the requirements of IMSPs pursuant to subsections 23.2(3) and 23.2(4) of the Act. All personal information obtained by or disclosed to the *Service Provider* by *USask* for the purpose of providing the *Service* under the terms of this *Contract* shall be used for the purpose(s) for which it is obtained or disclosed, and shall not be used or further disclosed by the *Service Provider*, except as required by law, or as authorized in writing by *USask*. The *Service Provider* will take all reasonable measures to protect the personal information, and will immediately notify *USask* in the event of unauthorized access, use or disclosure of personal information and take all reasonable steps to recover the information and prevent a recurrence. All personal information shall be returned to *USask* or destroyed upon request, and shall, at minimum, be destroyed upon the completion of the *Contract*. It is agreed that these obligations of non-disclosure and privacy will survive the termination of this *Contract*.

3.30 COUNTERPART EXECUTION **

This *Contract* may be executed in counterparts and the counterparts together shall be effective and binding on the parties as if the same copy of this *Contract* was executed by the parties in each others’ presence.

3.31 SURVIVAL **

The parties agree that where the context of any provision indicates an intent that it shall survive the term or termination of this Agreement, then it shall survive the same.

3.32 ASSIGNMENT **

This *Contract* or its rights, duties or obligations, shall not be assigned by either party without the written consent of the other.

3.33 GOVERNING LAWS **

This *Contract* shall be subject to, and governed by, and interpreted in accordance with the laws of Canada and the Province of Saskatchewan. The United Nations Convention on Contracts and the International Sale of Goods does not apply to this *Contract*. The courts of Saskatchewan shall have exclusive jurisdiction in the event of any dispute arising out of this *Contract*.

END OF SECTION 3.0

APPENDIX A: VALIDATION OF PROPOSAL AND ACCEPTANCE OF CONTRACTUAL PROVISIONS

- A.1 *Proponent* confirms that its *Proposal* has taken into consideration all information provided in the *RFP* including all attachments and subsequent addenda (if any). The total number of addenda received by the *Proponent* is _____.
- A.2 *Proponent* confirms the validity period of its irrevocable *Proposal* is one hundred and twenty (120) days from the closing date.
- A.3 *Proponent* accepts without modification all Contractual Provisions outlined in Section 3.0 and the Conditions included.

☐ Yes

or

☐ Yes, with the following proposed revisions (attachments are acceptable if there is insufficient space)

Proponent (Please print)

Authorized Representative

Title

Signature

Date

APPENDIX B: BACKGROUND/ SCOPE OF SERVICE

B.1 Background

The main campus of the University of Saskatchewan is located in the heart of Saskatoon, Saskatchewan on the picturesque banks of the South Saskatchewan River. Since 1907, the role of the University has continually evolved, and we are now one of the top 15 medical-doctoral, research-intensive universities in Canada. Our campus has 81 buildings over 450 hectares and roughly 25,000 students plus 5,000 faculty and staff. Our facilities support a wide variety of activities including office and administrative work, educational activities, research, veterinary care, and agricultural work. Our research, teaching, and administrative systems – backed by our network and server infrastructure managed by the central ICT department – are available 24/7 all year. For more information, please see our website: www.usask.ca. USask is modernizing its IT infrastructure to streamline operations, improve efficiency, and better support teaching, research, and administration. This includes consolidating existing, ad-hoc *AI* subscriptions into a managed *AI* environment. To achieve this, USask plans to partner with specialized *AI* service providers. This strategic decision is based on a thorough evaluation and aims to enhance service delivery, drive innovation, and ensure comprehensive data protection.

B.2 Purpose

This *RFP* is to establish multiple master service agreements to accommodate the broad range of *AI* use by the *University*. It will serve various Colleges, Administrative groups, *University* Affiliates and Alumni. These Departments have distinct requirements, and for this reason, it is crucial for the *University* to identify *Suppliers* capable of meeting the unique and diverse expectations of each group.

The University of Saskatchewan seeks to establish a non-exclusive list of Pre-Qualified Suppliers who can provide *AI* platform services on an as-needed basis. The *AI* platform services include:

1. ***AI* Chat and Data Analysis Services:** Platforms that provide advanced chat functionalities and the ability to store and analyze data. These services enable users to interact with *AI* models for various tasks, including natural language processing, data interrogation, and generating insights.
2. ***AI* Model Customization and Integration:** Services that allow for the customization through agents, MCP (Model Context Protocol), or integration of *AI* models into existing workflows and applications. This may include fine-tuning models, integrating *AI* capabilities into enterprise systems, and using *AI* APIs to augment application functionalities.
3. ***AI* Consulting Services:** Expert advice and support for planning, deploying, and managing *AI* solutions. This includes consulting on best practices for *AI* adoption, continuous improvement, and ensuring compliance with data protection regulations.
4. ***AI* Enabling Infrastructure:** Foundational services that support or extend agentic *AI* capabilities—such as virtual machines for model development and deployment, platform-as-a-service (PaaS) offerings for scalable application hosting, serverless functions for event-driven processing, and advanced data systems like graph and vector databases for contextual awareness and semantic retrieval

The *Proponent* must be the direct provider of the services. *Proposals* from third-party resellers, intermediaries, or distributors will not be considered. The *Proponent* must demonstrate direct ownership, management, and delivery of the *Services* outlined in this *RFP* without reliance on external resellers. USask makes no guarantee of the value or the volume of any of the items from any category to be awarded to any successful Proponent(s).

Proponents must demonstrate the capacity to meet the following requirements during the anticipated term of the Master Services Agreement (if awarded), expected to be 5 years:

1. **Compliance with Intellectual Property and Privacy Regulations:** An understanding and ability to comply with applicable intellectual property and privacy regulations including the Copyright Act (Canada), the Personal Information Protection and Electronic Documents Act (Canada), The Local Authority Freedom of Information and Protection of Privacy Act (Saskatchewan) (LA FOIP) and, where applicable, The Health Information Protection Act (Saskatchewan) (HIPA). This includes ensuring that all material subject to copyright and all personal and sensitive data is handled in accordance with these regulations, protecting the intellectual property rights and privacy of individuals and maintaining the confidentiality of their information
2. **Infrastructure Protection:** Proponent is **directly responsible** for protecting the infrastructure that runs all of the services offered in their Proposal. This infrastructure is composed of the hardware, software, networking, and facilities that run the proposed AI platform services.
3. **Security and Data Protection Requirements:** The ability to meet or exceed the University of Saskatchewan's security requirements. Proponents must provide a completed USask SaaS Form or alternatively a Higher Education Community Vendor Assessment Toolkit (HECVAT) with their proposal. This includes demonstrating comprehensive data protection strategies such as encryption, regular security audits, and compliance with industry best practices for data security.
4. **Integration and User Management:** Proponents must provide acceptable options for the University to integrate with their solution for authorization and authentication management. This includes demonstrating capabilities for Single Sign On (SSO), user account management, role and access provisioning, and the ability to manage the enrolment of USask users.

B.3 Agreement Options

The University is interested in exploring flexible agreement options, including:

- **Enterprise Management with Individual Subscriptions:** Setting up and managing the AI platform infrastructure while allowing individual faculty, staff, and students to purchase their own subscriptions. This approach relies on the vendor to provide capabilities to enroll new USask subscribers under the USask Enterprise/Education Agreement and enable Single Sign On (SSO) for those users.
- **Volume Licensing with Tiered Pricing:** Securing cost savings through volume licensing with tiered pricing based on the number of users. This approach relies on USask managing the enrollment of USask subscribers under the USask Enterprise/Education Agreement and providing USask users with Single Sign On (SSO). USask would manage account & role provisioning, preferably through the vendor's API.

For each of the flexible agreement options above, the University would also like to understand:

- the Proponent's recommended approach for onboarding existing USask subscribers under other agreements to a USask Enterprise/Education Agreement.
- the University's ability to move between flexible pricing options based on user thresholds.
- The University's ability to have a combination of agreement options available for USask users.

APPENDIX C: QUESTIONNAIRE

Customer Support	Questions	Information Included in Proposal (Yes/No)	Proposal Page Reference Number
	<ul style="list-style-type: none"> Do you have any minimum service level agreements for customer support? 		
	<ul style="list-style-type: none"> Are there any mechanisms to escalate and raise a support ticket's priority? 		
	<ul style="list-style-type: none"> Is there a designated contact the buyer should address when support issues arrive? 		
	<ul style="list-style-type: none"> Are there any additional charges for customer support? Are there different levels of customer support? 		
	<ul style="list-style-type: none"> What are your average response and resolution times to customer support tickets? 		
Customization	<ul style="list-style-type: none"> What level of customization is available for generative AI software? 		
	<ul style="list-style-type: none"> Are there any additional costs associated with customization? If so, what are they? 		
	<ul style="list-style-type: none"> Is there a designated contact for questions and queries related explicitly to customization? 		
Experience	<ul style="list-style-type: none"> How long have you been involved in the generative AI software market, both researching and providing products? 		
	<ul style="list-style-type: none"> Can you provide some examples of past instances in which you have successfully handled requests from Higher Educational Institutions? 		
	<ul style="list-style-type: none"> What is your team's background in generative AI and related fields? 		
Features	<ul style="list-style-type: none"> What are the key features of your generative AI software? 		
	<ul style="list-style-type: none"> How quickly does the software generate outputs? Is it instantaneous? 		
	<ul style="list-style-type: none"> Can you speak to the usability, including the software's user interface and user experience? 		
Training	<ul style="list-style-type: none"> Types of training offered (i.e. self-learning, instructor led, one on one, train the trainer). 		
	<ul style="list-style-type: none"> Method of delivery. 		

	<ul style="list-style-type: none"> Number of hours of training included in the pricing structure. 		
	<ul style="list-style-type: none"> Number of people included for training in the pricing structure. 		
	<ul style="list-style-type: none"> Recommendations for training system administrator users, technical integration specialists and developers completing locally developed integrations. 		
	<ul style="list-style-type: none"> Recommendations for training USask staff who might act as internal trainers for other user groups. 		
	<ul style="list-style-type: none"> Describe the resources available for various groups of users, administrators, integration specialists and developers such as user guides and help, administration and operational procedures, detailed system integration information. Also explain where the information is located, the process to access it and the formats for delivery, such as knowledge-base, videos, websites, etc. 		
	<ul style="list-style-type: none"> Describe available community programs and services which enable local application administrators and developers to configure the product, offer user support and develop integrations. 		
Service and Maintenance	<ul style="list-style-type: none"> What is the typical uptime percentage? 		
	<ul style="list-style-type: none"> How frequently is the software updated? 		
	<ul style="list-style-type: none"> Do software updates require manual installation, or is the software updated automatically? 		
	<ul style="list-style-type: none"> Do you provide remote monitoring to ensure the software is running as intended, without performance degradation? 		
	<ul style="list-style-type: none"> Are there any additional service and maintenance fees? 		

APPENDIX D: PRICING STRUCTURE

Vendors should provide a detailed breakdown of the price per user subscription. Additionally, they should indicate whether any volume discounts are available based on the number of users. Pricing structure should be shown in Canadian dollars, Goods and Services Tax (GST) and Provincial Sales Tax (PST) excluded. Add additional line items to this Pricing Structure as necessary.

Cost Types	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Individual Subscription Per Year*						
Token Based Pricing Model**						
Enterprise Management Per Year						
Implementation						
Training						
Additional/Other*** (Please Describe)						

*If costs are monthly, please include information within your *Proposal's* pricing structure.

** Provide usage examples of how many tokens an average user consumes in a given month. Attach detailed pricing model as necessary if additional cost or throttling would be incurred after certain token or usage thresholds.

*****Attach alternative pricing models as necessary.**

Optional Extension Year Pricing

Cost Types	Year 6	Year 7	Year 8	Year 9	Year 10	Total
Individual Subscription Per Year						
Token Based Pricing Model						
Enterprise Management Per Year						

TIERED PRICING MODEL (IF APPLICABLE)

User Licensing	Pricing Tiers	Pricing

OPTIONAL SERVICE AND SUPPORT FEES

#	Role of Individual/Position Title	Hourly Rate
1		
2		
3		
4		
5		
	Include additional explanation of costs and list assumptions that could influence the cost of change request pricing.	
	List explanations and assumptions	

APPENDIX E: SOFTWARE AS A SERVICE VENDOR FORM

(If Applicable, this form cannot be revised)

Software as a Service (SaaS) Vendor Form

Part I: General Information

In order to protect the institution and its systems, vendors whose products and/or services will access and/or host institutional data must complete the SaaS Vendor Form. Throughout this form, anywhere where the term data is used, this is an all-encompassing term including at least data and metadata. Institution security analysts, privacy specialists, and enterprise architects will review answers upon submittal. This process will assist the institution in preventing breaches of protected information and comply with institution policy and relevant laws. This form is intended for use by vendors and should be completed by a vendor.

1.	Vendor Name	
2.	Product Name	
3.	Product Description	
4.	Web Link to Product Privacy Notice and Terms and Conditions	
5.	Vendor Contact Name	
6.	Vendor Contact Title	
7.	Vendor Contact Email	
8.	Are there other Canadian universities that use this service? <ul style="list-style-type: none"> If so, please specify. 	
9.	How many paying customers does your organisation have?	
10.	What types of data can be entered, used, processed, and stored by the service (i.e. personal information, health information, course information, etc.)?	
11.	If credit card data will be processed, transmitted or stored, please provide a current Self-Assessment Questionnaire-D for Service Provider s (SAQ-D) along with Attestation of Compliance (AOC) or Report of Compliance (ROC) signed off by a Qualified Security Assessor (QSA).	

Part II: Privacy

1.	Does your organization have a legal or contractual requirement or authority to disclose university data? (e.g. disclosure to law enforcement or government agencies) <ul style="list-style-type: none"> Is notice provided to the university? 	
2.	Is your organisation able to restrict the jurisdiction where university data is stored?	
3.	Where are the service's data centre(s) located, and who are they hosted by?	
4.	Are there third parties contracted by your organization to provide any portion of the service or support, including analytics, backups, address/geo location services, etc.? <ul style="list-style-type: none"> Please list which services are provided by the third party 	

	<ul style="list-style-type: none"> If there are any changes in third party Service Provider s, will the university receive notification? 	
5.	How long will data be retained after a contract expires?	
Part III: Security and Events Audits		
1.	Please provide a high level architectural diagram of the service including all infrastructure.	
2.	How are the data centre(s) physically secured? <ul style="list-style-type: none"> What environmental controls are in place in the data centre(s)? How is access to the data centre(s) controlled? Who is responsible for maintenance and support of the data centre infrastructure? e.g. servers, storage devices, networks, network routers/switches, operating systems, databases, etc. 	
3.	Is the service compliant with any security standards or regulations? (i.e. PCI DSS, ISO, SSAE, CSA STAR)	
4.	Does your organization engage third-party services for penetration testing and vulnerability scanning? <ul style="list-style-type: none"> If so, on what interval? Can you share your last results, along with remediation plans for any remaining items? 	
5.	Does your organization allow customers to perform penetration testing/security scans? <ul style="list-style-type: none"> If so, in which environments? 	
6.	How often does your organization review and update its security policies? <ul style="list-style-type: none"> What are the timelines for notification of any changes to your organization's security policies? 	
7.	Have there been any past security breaches at your organisation? <ul style="list-style-type: none"> If so, have any of these involved identity theft? 	
8.	What is your organization's security incident response plan? <ul style="list-style-type: none"> What are the timelines for notifying the university if there is breach or security incident? If so, how often is it tested? 	
9.	How many environments are available for use? <ul style="list-style-type: none"> Development, test, production, etc.? Are all environments configured the same? 	
10.	What are the server application patching policies? <ul style="list-style-type: none"> Will the university receive notification of downtimes for patching? 	
11.	Are the servers dedicated for our university's data?	

	<ul style="list-style-type: none"> If not, how is our university's data segregated from other customers? 	
12.	<p>How is data secured during use, transmission, and at rest?</p> <ul style="list-style-type: none"> Are data transmissions encrypted, including server to server transmissions, within the data centre? 	
13.	<p>Is user access tracked?</p> <ul style="list-style-type: none"> If so, can the university audit the user access logs of our users? If so, does your organization keep an audit trail of which users performed what actions at both an API and UI level? 	
Part IV: Authentication/Authorization		
1.	<p>Does the service support Single Sign-On (SSO)?</p> <ul style="list-style-type: none"> What standards does the service support (CAS, Shib, SAMLv2, etc.)? 	
2.	<p>How will user accounts be provisioned?</p> <ul style="list-style-type: none"> What capability does your system have that would allow for automated account creation, modification, and disabling? What capability does your system have that would allow for automated role assignment / revocation? 	
3.	<p>Describe if and how the service is able to support people with multiple roles in the system at the same time?</p> <ul style="list-style-type: none"> <i>For example: teaches a class and has class admin access, but is a student in another class and only has student rights?</i> 	
Part V: Business Continuity and Disaster Recovery		
1.	<p>Does your organization have a disaster recovery plan?</p> <ul style="list-style-type: none"> If so, how long does it take to restore from complete or partial disasters? 	
2.	<p>Does your organization have failover servers?</p> <ul style="list-style-type: none"> Are these certified to the same standards as the primary servers? How is data synchronized to the failover servers? 	
3.	<p>Please describe the redundancy or failover in place at the data centre.</p>	
4.	<p>Are response time and performance of the service actively monitored?</p> <ul style="list-style-type: none"> Can you provide performance metrics of a client with a similar user base and product configuration? Does the SLA have metrics related to support? <ul style="list-style-type: none"> <i>Mean time to issue resolution?</i> <i>Mean time to respond?</i> <i>Current customer satisfaction scores?</i> 	

	<ul style="list-style-type: none"> Are performance and reliability guaranteed for response and uptime? 	
Part VI: Backups		
1.	<p>Is data backup part of the core service offered by your organization?</p> <ul style="list-style-type: none"> If so, are there limits to the data that can be recovered? i.e. lose last 4 hours How quickly can the system be restored from backup? Are users able to restore their own data from backups? 	
2.	<p>What is the backup retention period?</p> <ul style="list-style-type: none"> Can the retention period for backups be customized to the business requirements for retention periods? 	
3.	<p>How are backups protected?</p> <ul style="list-style-type: none"> Are they encrypted? Will the data be permanently erased by the Service Provider , including servers and backups? Will the university receive notification of when this is occurs? 	
4.	<p>How is backup media disposed of?</p> <ul style="list-style-type: none"> Are they disposed of by a third party to the Service Provider ? Are disposal records kept? Are the disposal records sent to our university or are they available upon request? 	
Part VII: Integration		
1.	What integration methods are available for providing data to this system, or for sharing data from this system with other units, business processes or systems?	
2.	Describe any limits around what data is modifiable from API's/external feeds? i.e. we only allow modification to these specific modules/areas	
3.	Describe any limits around what data is consumable from API's/external feeds?	
4.	Do the limits change depending on batch or event based methods? e.g. you can share data through batch export but not via API, or you can modify all data through API but there is no batch import capability.	
5.	<p>Are there any performance limits or service level limits?</p> <ul style="list-style-type: none"> <i>For example: The service is throttled after 10,000 messages are sent, or API calls made, or bandwidth used, etc.</i> 	
Part VIII: Exit		
1.	What policies are in place to ensure data is returned to the university?	

	<ul style="list-style-type: none"> • How soon can the university be provided with their data at the end of a service contract or insolvency? • What format(s) are the data exports provided by the Service Provider ? 	
2.	<p>What options are afforded if the company becomes insolvent or the contract is cancelled?</p> <ul style="list-style-type: none"> • What is the notice period if this occurs? • Is source code in escrow? 	

APPENDIX F: USASK AFFILIATES

The University operates several uniquely organized centres of excellence, global institutes and specialized units within its existing structure. Some of these operations may have dedicated their own board of directors, but they are not a separate corporation. VIDO [Vaccine and Infectious Disease Organization] is an example of an operation within the University that has its own Board of Directors.

Centres and Institutes:

- Canadian Centre for Health and Safety in Agriculture (CCHSA)
- Centre for Forensic Behavioural Sciences and Justice Studies
- Centre for Quantum Topology and Its Applications (quanTA)
- Centre for the Study of Co-operatives
- Centre for the Study of Co-operatives Website
- Community-University Institute for Social Research (CUISR)
- Confucius Institute
- Diefenbaker Canada Centre
- Division of Biomedical Engineering
- Global Institute for Water Security
- Global Institute for Food Security
- Gwenna Moss Centre for Teaching and Learning (GMCTL)
- Indigenous Land Management Institute (ILMI)
- Indigenous Peoples' Health Research Centre (IPHRC)
- Saskatchewan Population Health and Evaluation Research Unit, Inc. (SPHERU)
- Saskatchewan Structural Sciences Centre (SSSC)
- Student Learning Services
- Toxicology Centre
- University of Saskatchewan Language Centre
- University of Saskatchewan Process Philosophy Research Unit (USPPRU)
- Vaccine and Infectious Disease Organization (VIDO)
- W. Brett Wilson Centre for Entrepreneurial Excellence

The University also participates in the operations of a variety of special purpose corporations via direct ownership or membership. A subsidiary is a registered corporation with the University as the only member or shareholder. A related entity is a registered corporation with the University as one of two or more members or shareholders.

Subsidiaries:

- 621602 Saskatchewan Ltd.
- Agrivita Canada Inc.
- Canadian Light Source Inc.
- Prairie Swine Centre Inc.
- The Sylvia Fedoruk Canadian Centre for Nuclear Innovation Inc.

Related Entities:

- Prairie Diagnostic Services Inc.
- Pan-Provincial Vaccine Enterprise Inc. (PREVENT)
- Saskatchewan Food Industry Development Centre Inc