

Request for Proposals

For

**Academic Scheduling, Timetabling and Campus Booking Management
Software Solution with Implementation Services**

Request for Proposals No.: **RM25-02**

Issued: **March 24, 2025**

Submission Deadline: **May 2, 2025, at 11:00:00 AM local time**

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Part 1 – Invitation and Submission Instructions

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by Brock University (the “University”) to prospective proponents to submit proposals for **a modern, comprehensive Academic Scheduling, Timetabling and Campus Booking Management Software Solution with Implementation Services**, as further described in Section A of the RFP Particulars (Appendix E) (the “Deliverables”).

About Brock University

Founded in 1964 in scenic Niagara, Ontario, Brock is a comprehensive university located atop the Niagara Escarpment, a UNESCO World Biosphere Reserve. A diverse and welcoming community, Brock is comprised of 19,000 students, 5,000 faculty and staff and more than 100 undergraduate and graduate programs in seven Faculties. Brock excels at providing exceptional experiential learning opportunities and highly rated student and campus life experiences, including one of the most diversified co-operative education programs in the country. Brock is also home to a community of highly regarded scholars in many disciplines who are undertaking impactful research and making significant contributions to knowledge and society.

The solution should be an AODA compliant cloud-based solution and delivered via a Software-as-a-Service (SaaS) model. The vision is to have a software that manages timetabling, academic scheduling, exam scheduling, and room booking needs for the university.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

Rose Mazza, Procurement Specialist

Email: rmazza2@brocku.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of Brock University, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

1.2.1 Proponent Questions

Questions shall be submitted online via MERX. Answers will be provided via MERX or in an Addendum to the RFP.

1.3 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the University for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the University and the selected proponent. It is the intention of the University to enter into an agreement with only one (1) legal entity per awarded contract. The term of the agreement is to be for a period of three (3) years, with an option in favor of the University to extend the agreement on the same terms and conditions for additional terms of up to five (5) x three (3) year periods. It is anticipated that the agreement will be executed on or around August 2025.

Joint submissions will not be accepted

1.4 RFP Timetable

Issue Date of RFP	March 24, 2025
Deadline for Questions	April 23, 2025 at 4:00 PM local time
Deadline for Issuing Addenda	April 25, 2025 at 4:00 PM local time
Submission Deadline	May 2, 2025 at 11:00:00 AM local time
Rectification Period	Three (3) business days
Anticipated Ranking of Proponents	Week of May 19 2025
Contract Negotiation Period	Thirty (30) calendar days
Anticipated Execution of Agreement	August 2025

The RFP timetable is tentative only and may be changed by the University at any time. For greater clarity, business days means all days that the University is open for business.

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted in Prescribed Manner

Proposals must be submitted through MERX's online portal at:

<https://www.merx.com>

Submissions by other methods will not be accepted. [OBJ]

Proponents should submit one electronic copy in the file formats listed under Requested Information for this opportunity in MERX's portal.

The maximum upload file size is 100 MB.

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

1.5.2 Proposals to be Submitted on Time at Prescribed Location

Proposals must be uploaded and finalized on or before the Submission Deadline set out in the RFP Timetable. Proposals sent after the Submission Deadline will not be accepted.

Uploading large documents may take significant time, depending on file size and internet connection speed. It is strongly recommended that proponents allow sufficient time of at least four (4) hours before the Submission Deadline to upload documents and finalize their submissions.

Proponents will receive an email confirmation receipt with a unique confirmation number upon finalizing their submissions.

1.5.3 Two-Envelope System

Proposals must be submitted in two sealed envelopes.

Envelope No. 1 – Administrative and Technical Submission

The proponent should submit the following information in Envelope #1:

- i. Appendix B - Submission Form
- ii. Appendix D - Reference Form
- iii. Bid Submission Requirements as requested in Appendix E – RFP Particulars.

Proponents should not include any cost information in the body of the administrative and technical proposal. Do not include the Pricing Form(s), or any price information in this portion of your proposal.

Envelope No. 2 – Price Submission Appendix C

The proponent shall submit in a second envelope, one (1) completed Appendix C/ C1 – Pricing Form(s) along with any additional price breakdown information that you wish to provide.

1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by un-submitting the proposal and re-submitting a revised proposal through MERX's portal.

1.5.5 Withdrawal of Proposals

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the University Contact and must be signed by an authorized representative. The University is under no obligation to return withdrawn proposals.

1.5.6 Alternative Bids

This RFP does not allow for alternative bids.

1.6 Canadian Free Trade Agreement

Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular tender call. For further reference, please see the Internal Trade Secretariat website at <https://www.cfta-alec.ca/canadian-free-trade-agreement/>.

1.7 Canada-European Union Comprehensive Economic and Trade Agreement

Proponents should note that procurements falling within the scope of Chapter 19 of the Canada-European Union Comprehensive Economic and Trade Agreement are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular tender call.

[End of Part 1]

Part 2 – Evaluation, Negotiation and Award

2.1 Stages of Evaluation and Negotiation

Brock University will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the University will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the University issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix E).

The rectification process will be limited to only allowing rectification of the following components:

- Missing signature(s)
- Missing pages(s)
- Missing forms
- Acknowledgement of Addenda

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The University will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix E) have been met. Questions or queries on the part of the University as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.3 Rated Criteria

The University will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix E).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Rate Bid Form (Appendix C).

The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5 Stage IV – Proponent Short-List

Scores from Stage II and Stage III will be added together, and the proponents will be ranked and short-listed based on their total scores.

2.5.1 Privacy & Security Review

The University will evaluate the PIA and HECVAT for short-listed proponents. Brock University must comply with the Privacy Impact Assessment (PIA) and Higher Education Community Vendor Assessment Toolkit (HECVAT). Solution Provider proponents are required to meet the criteria and achieve a passing score on Appendix G – PIA as well as the HECVAT Assessment which can be found on the [Educause website](#) under "The HECVAT Tools" > "HECVAT FULL xx"

2.5.2 Product Demonstration & Proponent Interviews

Short-listed proponent(s) will be invited to present a demonstration of the proposed Solution, based upon Brock's use cases. They will also address questions related to their proposals, including details on comparable projects and any gaps identified in the PIA and HECVAT Assessment. This process serves to validate proposals, clarify any questions, and assess alignment with Brock's needs. The University will provide an agenda and guidelines for the demonstration in advance of the scheduled date. If necessary, the Evaluation Committee may adjust the scoring based on these demonstrations and interviews. Brock reserves the right to record the presentations for internal review.

If the Proponent is unable to conduct the demonstration and interview at the proposed date and time, Brock will use reasonable efforts to: (i) find a mutually agreeable time on the date proposed by Brock; and, (ii) if Brock and Proponent are unable to do so, find a mutually agreeable time & date proposed by Brock.

If any shortlisted Proponent declines to participate, Brock University reserves the right to invite the next highest-ranked Proponent, continuing this process in descending order until an adequate number of shortlisted Proponents is reached.

2.6 Stage V – Ranking and Contract Negotiations

2.6.1 Ranking of Proponents

After the completion of Stage V, all scores from Stage II, Stage III and Stage IV will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the University.

In the event that two or more proponents obtain an identical proposal score, the following tie-breaking measures will be used to select the successful proponent:

- the Proposal with the highest points for Price (to three decimal places); and if still tied,
- the Proposal with the highest points for Requirements Functional, non-Functional, Technical] and if still tied,
- Implementation Team, Project Plan and Deliverables
- Corporate Profile
- the selected proponent will be determined by way of a coin toss.

2.6.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the University or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the University and the selected proponent. Negotiations may include requests by the University for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the University for improved pricing or performance terms from the proponent.

2.6.3 Time Period for Negotiations

The University intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the University invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix E), provide requested information in a timely fashion and conduct its negotiations expeditiously.

2.6.4 Failure to Enter into Agreement

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix E) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the University may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the University elects to cancel the RFP process.

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

Part 3 – Terms and Conditions of the RFP Process

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2 Proposals in English

All proposals are to be in English.

3.1.3 No Incorporation by Reference

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

3.1.4 References and Past Performance

In the evaluation process, the University may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with the University.

3.1.5 Information in RFP Only an Estimate

The University and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by Brock University

The University will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The University makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The University may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information via the MERX posting on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The University is under no obligation to provide additional information, and the University is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The University is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the University, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the University. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the University determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the University may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, the University may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix E). The University may revisit, re-evaluate and rescore the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by the University and a proponent, the other proponents will be notified by public posting, in the same manner that this RFP was originally posted, of the outcome of the procurement process.

3.3.2 Debriefing

Proponents may request a debriefing after publication of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification.

3.3.3 Dispute Resolution Process

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with the University's dispute resolution process and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the University in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The University may disqualify a proponent for any conduct, situation or circumstances, determined by the University, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The University may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the University determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.5 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.6 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the University; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Past Performance or Past Conduct

The University may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following: (a) illegal or unethical conduct as described above; (b) the refusal of the supplier to honour its submitted pricing or other commitments; or (c) any conduct, situation or circumstance determined by the

University, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of Brock University

All information provided by or obtained from the University in any form in connection with this RFP either before or after the issuance of this RFP (a) is the sole property of the University and must be treated as confidential; (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables; (c) must not be disclosed without prior written authorization from the University; and d) must be returned or otherwise destroyed by the proponent to the University immediately upon the request of Brock University.

3.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the University. The confidentiality of such information will be maintained by the University, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the University to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 Procurement Process Non-binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the proponent nor the University will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honor a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the University by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the University to enter into an agreement for the Deliverables.

3.6.4 Cancellation

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

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3) (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

Appendix A – Form of Agreement

1. SERVICES

1.1. Scope of services

Supplier shall provide to Brock the services (“Services” or “Deliverables”) set out in Brock’s Request for Proposals for [insert], RFP No. [insert], including any addenda, (collectively, the “RFP”), and Supplier’s proposal dated [insert date] (“Proposal”), in accordance with the terms of this Agreement. The RFP and the Proposal are attached in Schedule B of this Agreement. Where there is any inconsistency or conflict between the terms of this Agreement and the terms of the RFP or the Supplier’s Proposal, this Agreement shall prevail. Where there is any inconsistency or conflict between the terms of the RFP and the Supplier’s Proposal, the RFP shall prevail.

1.2. Timeline

Supplier shall provide the Services commencing [insert date] in accordance with the timeline outlined in Schedule A, with specific dates to be agreed between the Parties.

1.3. Resources

Supplier shall provide all resources required for the timely and proper performance of the Services, including all labour, materials, equipment, supplies, information resources, administrative support and transportation

1.3. Personnel

Supplier shall be responsible for the supervision, control, compensation, withholdings, health and safety of Supplier personnel.

1.4. Communication and reporting

Supplier shall communicate with Brock’s key contact for these Services, which shall be [insert], unless changed by Brock.

1.5. Standard of Services

Supplier will perform the Services in a timely and competent manner in accordance with the terms and conditions of this Agreement and in accordance with applicable professional and industry standards for the Services.

2. Expenses

2.1. Amount

Brock shall pay Supplier the fees (“Service Fee”) set out in Schedule A.

2.2. Due date for payment

Brock shall pay Supplier the Service Fee within thirty five (35) days of receipt of a satisfactory invoice, which shall set out the dates on which the Services were provided and a general description of the Services provided. If upon receipt of an invoice from Supplier, Brock has reason to question any specific item or charge on the invoice, it shall promptly bring the matter to Supplier’s attention within 2 weeks of its receipt of the invoice. If the Parties are not able to immediately rectify the questions or concerns brought to Supplier’s attention, Brock will pay the undisputed portion of Supplier’s invoice, and the Parties will undertake good faith best efforts to reach a resolution with respect to the disputed portion of the invoice.

2.3. Expenses

Brock shall reimburse Supplier for those expenses incurred in providing the Services set out in Schedule A, provided that Supplier has obtained Brock’s prior approval of the estimated

amount and provided that the expense is consistent with Brock's Travel, Meals and Hospitality Expense Policy. Consistent with the Broader Public Sector Expenses Directive, in no circumstances will Brock approve any hospitality, incidental or food expenses (including meals, snacks, beverages, alcohol, gratuities, laundry, valet service, personal telephone calls). Supplier is solely responsible for making any arrangements and paying for any other expenses incurred in connection with providing the Services.

3. TERM & TERMINATION

3.1. Term

This Agreement commences on the Effective Date and shall continue until [insert end date] ("Term") unless terminated earlier or extended later in accordance with this Agreement. Thereafter, unless this Agreement is otherwise terminated in accordance with the provisions herein, Brock has the option to extend the Term, at Brock's sole discretion, for [insert extension period or remove sentence if n/a] upon the same terms and conditions as provided in this Agreement.

3.2. Termination

This Agreement may be terminated as follows:

- a. **Termination for cause:** The occurrence of any one or more of the following events or conditions will constitute an event of default ("**Event of Default**") of a party, and the other party may terminate this Agreement immediately:
 - i. if a party defaults in the observance or performance of any of the material terms, conditions, or covenants to be observed or performed by such party under this Agreement and fails to remedy such default within thirty (30) days of receipt of written notice of the event of default from the other party;
 - ii. if any representation, warranty, or statement made or given by or on behalf of a party is determined to have been untrue in any material respect at the time it was made or deemed to be made;
 - iii. if a party becomes insolvent or files or has filed against it a petition in bankruptcy; or
 - iv. if a party ceases or threatens to cease to carry on business.
- b. **Termination for Convenience.** In addition to any rights of termination at law or in equity, Brock may terminate this Agreement for convenience, and without penalty, upon thirty (30) days' written notice to the Supplier at any time during the Term.
- c. **Termination by Both Parties.** This Agreement may be terminated upon written agreement of both Parties.

3.3. Consequences of termination

Termination of this Agreement shall not relieve either party from any obligations accrued but unsatisfied prior to such termination. Any dispute regarding such obligations shall be handled in accordance with section 8.10. Upon termination of this Agreement, in accordance with Brock's written direction, Supplier will immediately:

- a. cease the provision of Services;
- b. prepare and submit to Brock an itemization of all completed and partially completed Services;
- c. deliver upon request any work in process;

- d. provide Brock with all originals and copies (including electronic copies) of any Personal Information or Confidential Information obtained from Brock or its agents pursuant to this Agreement or, at Brock's request, provide proof of destruction; and
- e. destroy all memoranda, notes and other documents and information (in paper and electronic formats) prepared by Supplier and/or its agents based on the Personal Information or Confidential Information.

4. CONFIDENTIALITY

4.1. Definition of Confidential Information

"Confidential Information" shall include any and all information of a confidential or proprietary nature that relates to the business of Brock and is identified by Brock as confidential, either in writing or orally, or should reasonably be known to be confidential given the nature of the information and the circumstances in which it was furnished. Confidential Information does not include information that: (a) is or becomes generally known to the public through no act on the part of Supplier; (b) is furnished or made known to Supplier on a non-confidential basis by a third party who has a lawful right to disclose such information; or (c) is required by law or court order to be disclosed, but only to the extent of such required disclosure and provided that Brock is first given notice of such required disclosure and an opportunity to contest such required disclosure.

4.2. Definition of Personal Information: "Personal Information" means any recorded information about an identifiable individual.

4.3. Confidentiality obligations: During the Term of this Agreement, Supplier may have access to Confidential Information, as well as Personal Information. Supplier shall use the Confidential Information or Personal Information solely for the purpose of fulfilling Supplier's obligations under this Agreement. During the term of this Agreement and following expiry or termination of the Agreement, neither Supplier, nor any person acting on behalf of Supplier shall disclose any Confidential Information or Personal Information to any third party, including any governmental authority, without the express written consent of Brock, unless otherwise required by law. Supplier shall restrict access to Confidential Information and Personal Information to those individuals who need to have access in order to fulfill the obligations under this Agreement. Supplier agrees that upon the conclusion of this Agreement, or earlier if requested by Brock, Supplier will promptly return to Brock all Confidential Information or Personal Information in Supplier's possession and that Supplier shall delete all such information from all of its electronic, digital or similar document storage systems. Supplier agrees to notify Brock in the event of any actual, potential or threatened breach of any obligations under this section, and will take all necessary and appropriate actions to restrain any and all use or further continuing use or disclosure of such Confidential Information or Personal Information.

5. INTELLECTUAL PROPERTY

5.1. Ownership

Any documents or intellectual property provided by Brock to Supplier ("Brock IP") for use in the provision of the Services shall remain the property of Brock and shall be returned without cost to Brock upon request.

5.2. Ownership of Materials produced by Supplier

Any materials produced or developed by Supplier in the provision of the Services, and all copyright and other intellectual property rights in the materials, shall be owned by Brock and Supplier assigns, and agrees to assign in the future, to Brock all right to such materials. Supplier further waives any moral rights Supplier may have in connection with such materials

and expressly disclaims any royalty rights in connection with the use, distribution or sale by Brock of such materials.

6. INDEPENDENT SUPPLIER STATUS

Supplier is an independent contractor, not employee and this Agreement shall not make Supplier an agent, employee, partner or joint venture of or with Brock, no such relationship shall arise or exist during the Term of this Agreement, including any extension or renewal, and Supplier will not make any representation to the contrary. Supplier shall not receive for the Services any fringe benefits, sick leave, vacation leave, health or life insurance coverage or any other benefit nor shall Supplier be eligible to participate in any Brock benefit or pension plans. Supplier shall be solely responsible for all required taxes, withholdings or remittances or other similar obligations under any applicable legislation. Nothing in this Agreement shall be deemed in any way or for any purposes to constitute the parties are partners in the conduct of any business nor does this Agreement constitute authority for Supplier to make commitments which bind Brock or to otherwise act on behalf of Brock.

7. WARRANTIES & LIABILITY

7.1. Supplier Warranties

Supplier represents and warrants:

- a. It warrants its work and/or products for a period of not less than one (1) year from completion, installation or supply against all defects and deficiencies in manufacture, workmanship and installation. The Supplier shall also promptly remedy or replace any defect or deficiency, in the goods or services as solely determined by Brock, upon notice from Brock to do so, and at no cost to Brock. Should the Supplier fail to remedy any defect or deficiency promptly with a reasonable time after notice to do so, Brock may remedy the defect or deficiency, at the Supplier's cost;
- b. Any products supplied and installed by the Supplier shall be installed in such a manner as to preserve any and all manufacturer's warranties, for the benefit of Brock;
- c. It will comply with all Brock regulations and policies which may be updated from time to time. While at Brock and during the performance of services under this Agreement, the Supplier will ensure that its personnel (including employees, servants, volunteers, agents and invitees) are kept informed on an ongoing basis and comply with any obligations under this Agreement including, but not limited to, the requirement to observe all regulations and policies of Brock. Supplier acknowledges that if the Supplier and/or Supplier's personnel are found in violation of this subsection, Brock shall have the right to terminate this Agreement, without penalty, effective immediately. Brock policies can be found at: <https://brocku.ca/policies/>. For further clarity, Brock regulations and policies include, but are not limited to, Brock's :
 - i. COVID-19 health and safety measures (vaccination and face covering requirements);
 - ii. accessibility policies and guidelines;
 - iii. Respectful Work and Learning Environment Policy;
 - iv. Sexual Assault and Harassment Policy; and
 - v. parking and traffic regulations (Vehicles shall be parked in areas, at the Supplier's expense, as directed by Brock's Parking Administration).
- d. The Supplier is required to sign a Confidentiality and Privacy Agreement if personal information is collected, used or disclosed to the successful bidder in order to meet the terms of this Agreement. Brock's Confidentiality and Privacy Agreement meets the legal requirements of the Freedom of Information and Protection of Privacy Act (FIPPA);
- e. It has the full power and authority to enter into this Agreement and to perform its obligations under this Agreement;

- f. This Agreement has been duly authorized, executed and delivered by Supplier and constitutes a valid, binding and legally enforceable agreement of Supplier in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar applicable laws relating to creditors' rights generally and subject to general principles of equity;
- g. The execution and delivery of this Agreement and the performance of the covenants and agreements contained in it are not, in any manner or to any extent, limited or restricted by, nor do they conflict with, any applicable laws, any commercial arrangements, obligations or agreements or other instruments to which Supplier is either bound or subject to;
- h. It is not presently under, nor will it enter into during the Term, any agreement or other obligation that would in any way prevent, limit, or otherwise impair the performance of its obligations under this Agreement;
- i. Each individual employed or contracted by Supplier and involved with the Services will have the requisite certification and training to perform the Services;
- j. All obligations hereunder will be performed in a timely and professional manner with reasonable skill, competence, and diligence, using persons qualified and skilled in their occupations, in accordance with industry standards and the terms of this Agreement;
- k. No copyright, trade secret, or other intellectual property right of any third party will be infringed by or on behalf of Supplier as a result of this Agreement;
- l. It has all required licenses, consents, approvals, and permits necessary to perform its obligations under this Agreement; and
- m. It will comply, and its personnel will comply, with all Federal, Provincial, and Municipal statutes, laws, rules, regulations, by-laws, ordinances, licensing requirements, and industry standards existing in Canada with respect to the performance of its obligations hereunder, including, without limitation,
 - i. all laws and regulations on bribery, corruption, and prohibited business practices;
 - ii. the Occupational Health and Safety Act of Ontario and its regulations (the Supplier will ensure that operators and vehicles used for deliveries meet the legislated requirements for protective equipment, devices, clothing and other related items);
 - iii. the Ontario Human Rights Code;
 - iv. the Municipal Freedom of Information and Protection of Privacy Act;
 - v. the Accessibility for Ontarians with Disabilities Act and Ontario Regulation 429.07: the Accessibility Standards for Customer Service.

This includes ensuring that all Suppliers' employees receive training about providing goods or services to persons with disabilities. The Supplier will also provide proof of completion of AODA Customer Service Training upon request by Brock. If the Supplier or its personnel are found in violation of this subsection, the violation will result in cancellation of the associated purchase order or debarment of this Agreement.

7.2. Brock Warranties

Brock represents and warrants that:

- a. it has the full power and authority to enter into this Agreement and to perform its obligations under this Agreement; and
- b. this Agreement has been duly authorized, executed and delivered by Brock and constitutes a valid, binding and legally enforceable agreement of Brock in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar applicable laws relating to creditors' rights generally and subject to general principles of equity.

7.3. Indemnity

Supplier shall defend, hold harmless and indemnify, Brock and each of its respective its Board of Trustees, students, servants, officers, directors, employees, shareholders, and relevant agents, from and against all liabilities, claims, damages, costs, expenses, or losses (including, without limitation, taxes, any governmental charges, penalties, interests, and reasonable legal fees and disbursements) imposed upon or incurred by them in connection with Supplier's performance or non-performance, or any alleged performance or alleged non-performance by Supplier, of the terms and conditions of this Agreement or a breach by Supplier of any of its covenants, representations, or warranties contained in this Agreement, including under circumstances where such allegations are made against Brock.

7.4. Limitation of liability

Brock and its employees, independent contractors, subcontractors, agents, and assigns shall not be liable to Supplier for any damages, expenses, claims, liabilities, losses, injuries or costs, notwithstanding Brock's notice of such, arising out of or by reason of or caused by or attributable to the Services or the performance of the Services. In no event shall Brock's total liability for all damages, losses or causes of action exceed the amount paid to Supplier under this Agreement.

7.5. Insurance

Supplier represents and warrants that it will obtain, prior to the first day of Services and will maintain in full force and effect throughout the Term of this Agreement, at its own cost, insurance satisfactory to Brock which must be all the necessary and appropriate insurance that a prudent person carrying out services similar to the Services would maintain. The policies will be with financially sound and reputable insurance companies, licensed to underwrite insurance in the province of Ontario. All insurers will have an AM Best (or equivalent) rating of A- or better. Supplier shall be responsible for payment of all amounts within the deductible or self-insured retention under each policy of insurance. All insurance policy requirements may be met through an inclusive combination of primary and/or umbrella liability insurance, up to the maximum limits and deductibles specified and shall not call in to contribution any insurance available to Brock.

Such policies shall be issued for an annual term of 12-months and the limit shall apply to each annual term.

Such policies shall not be terminated, cancelled or materially altered without written notification of such termination, cancellation or material change given by the insurers to Brock, at least thirty (30) days in advance of the effective date thereof.

Evidence of insurance coverage required must be provided to Brock in advance of commencement of any of the Services by Supplier as outlined in this Agreement.

The insurance shall include but not be limited to:

- a. Ontario Workplace Safety and Insurance Board coverage or General Employers Liability Insurance as required by law and Supplier shall submit a valid clearance certificate prior to commencement of the work and at any other time during the course of the work at the request of Brock.
- b. Commercial general liability insurance, in respect of the Supplier, and all Services, obligations and operations of the Supplier as outlined in this Agreement against claims for bodily injury and death, broad form property damage, indemnifying and protecting the Supplier, to a limit of not less than Five Million (\$5,000,000.00) Dollars, per occurrence. Such insurance shall specifically state by its wording or by endorsement that:

- i. Brock, its board of governors, trustees, officers, employees, servants and agents are included as additional insured under the policy with respect to the operations and obligations of the Supplier as outlined in this Agreement;
 - ii. The policy includes tenant's legal liability, contractual liability, SPF. 6 Non-Owned Automobile Liability, SEF 96 Non-Owned Automobile Contractual and SEF .94 Legal Liability for Damage Hired Automobiles coverage, products and completed operations coverage (24 months), advertising injury liability, contingent employer's liability, and include employees as additional insured's;
 - iii. The policy contains a cross-liability clause; and
 - iv. The policy shall contain a waiver of subrogation against Brock, its board of governors, trustees, officers, employees, servants and agents;
- c. Privacy & Security (Cyber) Liability Insurance with a limit of not less than Five Million (\$5,000,000.00) Dollars per occurrence and in the aggregate. The policy shall include the following:
 - i. Brock, its board of governors, trustees, officers, employees, servants and agents named as an additional insured with respect to the operations and obligations of the Supplier as outlined in this Agreement;
 - ii. Coverage for notification costs and credit monitoring;
 - iii. Coverage for defense and indemnity in the event of regulatory and/or legal actions brought due to a data breach or release of personally identifiable information alleged to have been caused by the Supplier or by software that is to be used in the performance of the agreed upon services; and
 - iv. A cross-liability clause which shall have the effect of insuring each person, firm or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
- d. Professional Liability/Malpractice Liability indemnifying and protecting the Supplier, their respective employees, servants, volunteers, agents and invitees, to the inclusive limit of not less than Two Million (\$2,000,000.00) Dollars. The policy must protect the Supplier against claims or allegations of professional negligence. Such insurance shall contain a waiver of rights of subrogation against Brock, its board of governors, trustees, officers, employees, servants and agents;

Supplier will provide Brock with certificates of insurance, or other proof as may be requested by Brock, which confirms the insurance coverage as provided for this section. Upon the request of Brock, Supplier will make available to Brock a copy of each insurance policy.

7.6. Compliance with laws

Supplier will comply with all applicable Brock policies and all statutes, laws and regulations relating to the performance of the Services, including the *Freedom of Information and Protection of Privacy Act* (Ontario), the *Accessibility for Ontarians with Disabilities Act* (AODA), the *Broader Public Sector Procurement Directive* (Ontario), the *Broader Public Sector Expenses Directive* (Ontario) and any applicable worker's compensation, employment standards and occupational health and safety laws.

8. GENERAL

- 8.1. **Notices:** All notices given under this Agreement must be in writing and delivered by courier or registered mail, return receipt requested, or facsimile, to the address of the party set out on page one of this Agreement. All notices to Brock must be addressed to [title] and all notices to Supplier must be addressed to [title/name]. Notices will be deemed to have been received on the date of delivery, if delivered by courier, on the fifth business day following receipt, if delivered by registered mail or on the first business day following the electronic confirmation of the successful transmission of the facsimile, if sent by facsimile.

- 8.2. **Remedies:** Supplier agrees that damages may not be an adequate remedy for any breach or threatened breach of this Agreement. Accordingly, in addition to any and all other available

remedies, Brock will be entitled to seek a temporary or permanent injunction or any other form of equitable relief to enforce the obligations contained in this Agreement.

8.3. Force Majeure.

8.3.1. If a Party is unable to perform any obligation in the manner or by the time provided in this Agreement as a direct result of Force Majeure (as defined below) operating against the Party, such Party shall, upon giving notice to the other Party, be entitled to an extension of time to perform such obligation for only as long as necessitated by the Force Majeure and such party shall not be liable for failure to perform, or delay in performing, during or as a result of such extension. However, if such event preventing performance continues for more than 30 days, Brock may terminate this Agreement by notice in writing.

8.3.2. A Party relying on Force Majeure must give the Party entitled to performance notice of same immediately upon knowledge of occurrence of the Force Majeure. Such notice shall describe in reasonable detail the nature of the Force Majeure, its effect on the relying Party, when the Party first learned of it, the steps the Party has taken and plans to take concerning it, and the delay or other deficiency in performance the Party anticipates will be required.

8.3.3. "Force Majeure" means any act of God, war, revolution, blockade, strike, riot, earthquake, cyclone, fire, flood, power shortage, delay by carrier, fuel shortage, walk-out or other labour disturbance, imposition of federal, provincial or local governmental regulations, or interference of civil or military authority, existing or future, or other event or occurrence beyond the reasonable control of the Party, other than lack of funds.

8.4. COVID-19.

8.4.1. The Parties acknowledge that in March 2020 the World Health Organization declared a global pandemic of the virus leading to COVID-19. Various government bodies responded to the pandemic with legislative amendments, controls, orders, requests of the public, and requests and requirements to the Parties to change their delivery of services in various ways (collectively, the "Governmental Response"). It is uncertain how long the pandemic, and the related Governmental Response, will continue, and it is unknown whether there may be a resurgence of the virus leading to COVID-19 or any mutation thereof (collectively, the "Virus") and resulting or supplementary renewed Government Response.

8.4.2. Dates or times of performance of Services have been extended to reflect reasonable delays excused by such Governmental Response. All Parties whose performance is affected by such Governmental Response shall notify the other promptly of the existence and nature of such delay and shall, so far as practicable, use commercially reasonable efforts to minimize and mitigate the extent, effect and period of any such delay or non-performance.

8.5. No waiver: Failure of a party to enforce its rights on one occasion will not result in a waiver of those rights on any other occasion.

8.6. Subcontracting and assignment: Supplier must not assign or subcontract this Agreement or the performance of the Services, in whole or in part, without Brock's prior written consent.

8.7. Audit and records retention: Supplier shall maintain, at its cost, complete and accurate records of the Services performed for Brock and all Fees charged to Brock for the period of two (2) years following the expiry or termination of this Agreement. During the Term, Brock or any person designated by Brock shall have access to Supplier's records and documentation relating to the Services, at all reasonable time, for the purpose of auditing and verifying the performance and cost of the Services.

8.8. Entire agreement and amendment: This Agreement represents the entire agreement between the Parties with regard to the Services and supersedes any previous understandings, commitments or agreements, whether written or oral. Any amendment to this Agreement must be in writing and signed by authorized representatives of both Parties.

- 8.9. **Binding effect:** This Agreement is binding upon and will continue to the benefit of the parties and their respective successors, administrators, executors and permitted assigns.
- 8.10. **Severability:** If any provision of this Agreement is wholly or partially unenforceable for any reason, all other provisions will continue in full force and effect.
- 8.11. **Survival:** Sections 3.3, 4, 5, 7 and 8 of this Agreement survive termination or expiry of the Agreement.
- 8.12. **Dispute Resolution:** The parties shall use their best efforts to amicably resolve any dispute arising under this Agreement. If a resolution is not met, the issue shall be referred to a mediator agreed upon by both parties. Should the parties fail to agree on the identity of a mediator, or should mediation fail to bring about a resolution to the dispute, such dispute shall then be transferred to a single arbitrator. The arbitrator shall be appointed by agreement between the parties or, in default of agreement, such arbitrator shall be appointed by a Judge of the Ontario Court of Justice (General Division) upon the application of any of the parties. Any Judge of the Ontario Court of Justice (General Division) shall be entitled to act as such arbitrator, if he or she so desires. The arbitration shall be held in Toronto, Ontario. The procedure to be followed shall be agreed upon by the parties or, in default of agreement, determined by the arbitrator. The arbitration shall proceed in accordance with the provisions of the *Arbitration Act, 1991* (Ontario). The arbitrator shall have the power to proceed with the arbitration and to deliver his award notwithstanding the default by any party in respect of any procedural order made by the arbitrator. The decision arrived at by the board of arbitration, however constituted, shall be final and binding and no appeal shall lie therefrom. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 8.13. **Conflict of Interest.** The Supplier shall disclose to Brock without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest. A breach of this Section by the Supplier shall entitle Brock to terminate this Agreement immediately.
- 8.14. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.
- 8.15. **Governing law:** This Agreement will be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada and the Parties submit to the exclusive jurisdiction of the courts of Ontario.

Appendix B – Submission Form

1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the University and the proponent unless and until the University and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. The proponent represents and warrants its ability to provide the Deliverables required under the RFP in accordance with the requirements of the RFP for the Rates set out in the Rate Bid Form and has provided a list of any subcontractors to be used to complete the proposed contract.

4. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Rate Bid Form (Appendix C) in particular. The proponent confirms that the pricing

information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by the University prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line:
_____. Proponents who fail to complete this section will be deemed to have received all posted addenda.

6. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

7. Conflict of Interest

Proponents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the University within twelve (12) months prior to the Submission Deadline.

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

Otherwise, if the statement below applies, check the box.

- ☐ The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

8. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the University to the advisers retained by the University to advise or assist with the RFP process, including with respect to the evaluation this proposal.

Signature of Witness

Signature of Proponent
Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the
proponent.

Appendix C – Pricing Form

1. Instructions on How to Provide Pricing

- a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their proposals, or, if there is no table below, by completing the attached form and including it in their proposal.
- b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- c) Rates quoted by the proponent must be all-inclusive and must include all labour (including but not limited to salary, benefits and training) and material costs, all travel and carriage costs (including but not limited to accommodations, hospitality, incidents and food expenses), all insurance costs, all costs of delivery (including but not limited to fuel, travel, equipment cost, vehicle surcharges, disbursements), all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Appendix C1 - SaaS Pricing, Fee Structure, & Implementation Pricing is worth **30 Points**.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each proponent will receive a percentage of the total possible points allocated to price for each which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

3. Required Pricing Information

Appendix C1 - SaaS Pricing, Fee Structure, & Implementation Pricing

Software Pricing Worksheet of Appendix C1 (submission in excel format only)

All necessary licenses and subscription fees for any provided solution components and resources must be included in Appendix C1 – **Software Pricing Worksheet**.

Implementation Pricing Worksheet of Appendix C1 (submission in excel format only)

Proponents should identify the implementation role, including resource type (Senior, Intermediate, Junior) and daily rates for the three-year term in the **Per Diem Worksheet**.

Using the **Cost Analysis: Release & Phases Worksheet**, proponents should provide a detailed breakdown of costs for each implementation phase per release, categorizing cost by core functionality/service, configuration/development/other related costs.

Appendix D – Reference Form

Each proponent is requested to provide three (3) references from clients (not including Brock University) who have implemented the Academic Scheduling, Timetabling and Campus Booking Management software solution from the proponent who has worked with post-secondary institutions in the last 5 years.

Proponent Company Name	Date

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Contact Email Address:	
Date Work Undertaken (Start/Finish):	
Nature of Assignment:	
Number of FTE count in scope of implementation or enterprise Solution:	
Functional scope of the solution:	
Implementation Type (check one)	<input type="checkbox"/> Cloud <input type="checkbox"/> On-Premise
Solution(s) versions:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Contact Email Address:	
Date Work Undertaken (Start/Finish):	
Nature of Assignment:	
Number of FTE count in scope of implementation or enterprise Solution:	
Functional scope of the solution:	
Implementation Type	<input type="checkbox"/> Cloud

(check one)	<input type="checkbox"/> On-Premise
Solution(s) versions:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Contact Email Address:	
Date Work Undertaken (Start/Finish):	
Nature of Assignment:	
Number of FTE count in scope of implementation or enterprise Solution:	
Functional scope of the solution:	
Implementation Type (check one)	<input type="checkbox"/> Cloud <input type="checkbox"/> On-Premise
Solution(s) versions:	

Appendix E – RFP Particulars

A. The Deliverables

Scope:

Brock University invites qualified companies to submit proposals for a modern, comprehensive Academic Scheduling, Timetabling and Campus Booking Management Software Solution to manage all course and exam timetabling, as well as individual room bookings. The ideal solution will optimize scheduling processes, detect and report conflicts, and enhance resource allocation while accommodating institutional policies, faculty preferences, and student needs. The solution should be an AODA compliant cloud-based solution and delivered via a Software-as-a-Service (SaaS) model.

The following functionalities are in scope for the Academic Scheduling, Timetabling and Campus Booking Management software:

1. Academic Scheduling functionality: A comprehensive functionality that creates course schedules for multiple programs for a large-scale university setting that efficiently creates conflict free schedules for both instructors and students, can optimize room utilization, and incorporates various delivery modalities (hybrid, HyFlex, in-person, online, asynchronous etc.). Course collection and academic block functionality is a priority.
2. Exam Scheduling functionality: A functionality that builds conflict free exam timetables for students in a multitude of programs from their registered courses. University policy and instructor requirements must be followed for exam timetable builds for students.
3. Room Bookings functionality: A functionality that schedules room booking requests in a variety of spaces (boardrooms, classrooms, atriums, etc.) that displays room configuration options, technology within the room, and room availability.
4. Campus Management: The above functionalities must all work in tandem for availability to be in real time and for proper space utilization. Automated workflow processes for multiple areas to be able to approve room booking requests are also necessary.

Roles:

The following roles are in scope for the Academic Scheduling, Timetabling and Campus Booking Management software:

- 1) Registrar's Office Staff
 - a) Management
 - b) Scheduling Coordinators and Assistants
 - c) Systems Analysts
- 2) Students

- a) Student Association Representatives
- b) Research Students
- c) Specialty Major Students
- 3) Faculty
- 4) Staff
 - a) Campus Safety Services
 - b) Custodial
 - c) Audio Visual Services
 - d) Facilities Management
 - e) Information Technology Services
 - f) Administrators
 - g) Additional non-academic staff

Overview of Key Features

Brock University is seeking a proven and modern Academic Scheduling, Timetabling and Campus Booking Management software. The solution must offer a user-friendly interface for administrators, faculty, and students and all websites and applications should adhere to the Accessibility for Ontarians with Disabilities Act (AODA). The ideal solution should be hosted on servers located in Canada.

The system will be responsible for creating all academic schedules for students and instructors at Brock University. The solution must be capable of automating scheduling processes, while also allowing for manual scheduling for various scenarios. Exam scheduling must also be a key feature of the software's capabilities. University policy for both academic scheduling and exam scheduling must be adhered to during schedule construction. The software must look at scheduling and room booking holistically. Key features of the software should include real-time updates and room availability for the campus community to be able to see what rooms are available for meetings that day, as well as into the future. A simple, user-friendly booking requests interface must be part of the software solution.

Our goal for the software is to create the most ideal course schedules for students and instructors by analyzing multiple data entry points during construction, while simplifying the academic and exam timetabling process. Conflict resolution for both instructor and student schedules is needed. We also need to be able to support multiple learning delivery methods throughout the scheduling process. The ability to assign different types of user's roles in the system is also important, as the number of end-users accessing the system is large and access must be defined. Additional features we are seeking are optimized room assignment management, ability to formulate academic blocks, key reporting tools and data storage and retention within Canada.

Please refer to Functional Requirements (Appendix H) and Non-Functional & Technical Requirements (Appendix I) for the list of all the requirements.

The system will be deployed in phases, beginning with the Academic Scheduling and Timetabling functionality, which would be inclusive of exam scheduling followed by the Campus Management and Room Booking functionality.

The estimated Project Schedule is as follows:

Event	Milestone /Timeline
Commence Project	August 2025 (assumed)
Implementation/Customization	9 to 10 months after project start
Test and User Acceptance	9 to 10 months after project start
Project Completion and Roll out	In phases beginning with the Academic Scheduling and Timetabling functionality, which would be inclusive of exam scheduling followed by the Campus Management and Room Booking functionality.

Proof of Concept:

The top-ranked Proponent may be required to provide a Proof of Concept for a minimum of 10 business days prior to executing the negotiated agreement. The proof of concept shall include all components needed (hardware/software/licensing) to access academic and exam scheduling, room booking and campus management experiences as a client and a staff member. This would include staff access for up to 10 staff members in order to test the client and staff experience with the technology and demonstrate the requested features and reporting capabilities.

B. Material Disclosures

1. Current State Overview (Appendix I)

Brock currently uses Infosilem's Timetabler, Campus and Exams software systems for timetabling, scheduling exams, and campus room booking management. Brock also has a home-grown Student Information System that our current scheduling software is able to interface with. Some challenges we currently experience are the inability to add options for exams with online/hybrid/take-home delivery modalities to be scheduled that align with their delivery, manually updating multiple data points as opposed to batch updating, the inability to block off time for a specific group of people for meetings, and challenges with cross-listed courses and scheduling

Brock University Resource Involvement (Appendix J)

The following Brock University resources will be available for the Project implementation:

- Project Manager
- Technical Member/s (in a supporting role)
- Business Subject Matter Expertise (as required)

2. Estimated Number of User per Function:

The following user access numbers are required:

Module	Role Requiring Access	Number of Potential Users
Academic Scheduling	Registrar's Office Staff	10 10-25 users
Exam Scheduling	Registrar's Office Staff	10 10-25 users
Room Bookings	All	10-40 users ~30,000 (end users)
Campus Management	Registrar's Office Staff	10 10-25 users

Estimates are provided for informational purposes only; actual volume may vary and shall not be construed as a guarantee of the total number of system users or database volumes.

3. Operational Cycles

Process	Timeline	Related Roles
Room Booking Requests	January – December	All
Spring/Summer Timetable Release Internally	January	Registrar's Office Staff
Winter Exam Timetable Construction/Verification/Changes	January – February	Registrar's Office Staff

Change Requests for Spring/Summer Schedule Reviewed	January – February	Registrar's Office Staff Academic Staff
Winter Exam Timetable Release	February	Registrar's Office Staff
Spring/Summer Academic Schedule Released to students	February	Registrar's Office Staff
Fall/Winter Timetable Construction	March – April	Registrar's Office Staff
Spring Term Tests Requests/Construction/Released	April	Registrar's Office Staff Staff
Fall/Winter Timetable Released Internally	April	Registrar's Office Staff
Change Requests for Fall/Winter Schedule Reviewed	April – May	Registrar's Office Staff Staff
Spring Term 1 Exams Requests/Construction/Released	May	Registrar's Office Staff Staff
Fall/Winter Academic Schedule Released	June	Registrar's Office Staff
Spring Term 2 Exams Requests/Construction/Released	June	Registrar's Office Staff Staff
Summer Term Exams Request/Construction/Released	July	Registrar's Office Staff Staff
Fall Term Test Requests/Construction	July – August	Registrar's Office Staff Faculty
Update User Lists for Room Booking Access	August	Registrar's Office Staff Student Association Representatives
Course Collection for following Academic Year Opens	August	Registrar's Office Staff Staff
Fall Term Test Schedule Released	August	Registrar's Office Staff Staff
Fall Exam Timetable Construction/Verification/Changes	September – October	Registrar's Office Staff
Fall Exam Timetable Release	October	Registrar's Office Staff
Spring/Summer Course Collection	October – November	Registrar's Office Staff Academic Staff
Begin creating Academic Blocks for all program areas	November – March	Registrar's Office Staff

Data Prep for Fall/Winter Schedule	November – April	Registrar's Office Staff
Winter Term Test Request/Construction	November – December	Registrar's Office Staff Staff
Spring/Summer Timetable Construction/Verification/Changes	November – December	Registrar's Office Staff
Winter Term Test Schedule Released	December	Registrar's Office Staff

Payment Terms

Payments for Implementation (Professional) Services will be invoiced quarterly based on completed work and approved hours. Each invoice should be accompanied by a detailed report that outlines the specific contributions made during the billing period, including a breakdown of tasks completed, hours worked by each resource, and any relevant milestones achieved. This reporting will help ensure transparency and facilitate the approval of hours for the services rendered. Additionally, fees for software licensing, maintenance, and support will be invoiced annually upon service commencement ("system go-live").

C. Mandatory Submission Requirements

1. Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

2. Pricing (Appendix C- (submission in excel format only)

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix C, F1 & F2).

3. Reference Form (Appendix D)

Each proposal must include a completed Reference Form (Appendix D).

4. Privacy Impact Assessment (PIA) (Appendix G (submission in excel format only)

Each proposal must include a completed Brock University Privacy Impact Assessment (PIA) Questionnaire, to be submitted in the form of Appendix G

5. HECVAT 4.xx (submission in excel format only)

Each proposal shall submit a Higher Education Community Vendor Assessment Toolkit (HECVAT) Assessment. This questionnaire shall be included in any RFP submitted for a cloud-based or hosted Software as a Service (SaaS) solution where

personal information will be involved. Brock University is subject to the Freedom of Information and Protection of Privacy Act (FIPPA), which mandates compliance with specific privacy requirements regarding the collection, use, disclosure, retention, and destruction of personal information. More information on the HECVAT can be found on the Educause web site ([Link](#)).

6. Functional Requirements (Appendix H- submission in excel format only)

Each proponent must include a completed Appendix H – Functional Requirements.

7. Non-Functional and Technical Requirements (Appendix I- submission in excel format only)

Each proponent must include a completed Appendix I – Non-Functional and Technical Requirements.

8. Software Provider Questionnaire (Appendix J- submission in excel format only)

Each proponent must include a completed Appendix J – Software Provider Questionnaire.

9. Implementation Team, Project Plan and Deliverables (Appendix K- submission in excel format only)

Each proponent must include a completed Appendix K – Implementation Team, Project Plan and Deliverables.

D. Mandatory Requirements

Proposals must demonstrate the software solution will meet the following mandatory requirements at implementation below before rated criteria can be considered:

1. The solution must be a SaaS solution.
2. The system must holistically schedule internal university bookings – academic/non-academic. The academic and non-academic bookings must be integrated so that the availability of rooms is accurate.
3. The system must be able to schedule conflict-free timetables (exam and course).
4. The system must be able to work around institutional policies and collective agreements that relate to scheduling preferences and requirements.
5. The system must be capable of grouping program curricula together by year/level requirements and generating a conflict-free schedule for each program year/level.
6. The system must be able to assign rooms based on requests for specific room characteristics, room capacities, locations and instructor preferences.

E. Pre-Conditions of Award

The successful proponent shall submit the following within 15 days of the Notice of Award/Notice of Selection for Negotiations:

1. Certificate(s) of Insurance evidencing the insurance coverage as outlined in Appendix A
2. WSIB Clearance Certificate

F. Rated Criteria

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP.

Proposals should be well-organized, detailed, and concise. Clear language and thorough documentation are crucial, and general sales literature will not be accepted. Proponents should address all objectives, expectations, and requirements outlined in the RFP Documents.

Brock University gives appropriate consideration in the evaluation process to Proponents who demonstrate a commitment to sustainability or a broader social responsibility, including but not limited to addressing life-cycle costs, use of reusable or recycled goods, minimizing or offsetting energy consumption in production and distribution and demonstrating community impact.

Criteria		Minimum Threshold (Points)	Weighting (Points)
1. Requirements	a) Functional Requirements (Appendix H- 30 Points) b) Non-Functional & Technical Requirements (Appendix I- 20 Points)	35	50
2. Corporate Profile	a) Customer References (Appendix D- 3 Points) b) Software Provider & Implementation Services Questionnaire (Appendix J- 7 Points)		10

3. Implementation Team, Project Plan and Deliverables	Implementation Team & Qualifications, Project Plan, Project Strategy & Deliverables, RACI (Appendix K)		10
	Rated Criteria Total		70
Pricing	Appendix C/C1 - SaaS Pricing, Fee Structure, & Implementation Pricing		30
	Proposal Subtotal		100
Product Demonstrations/ Interviews			20

Proponents are required to submit their complete proposals using the designated files provided in the Appendices as outlined below. If supporting information is needed to clarify a comment in the designated files, proponents should reference and label the supporting document in the corresponding files for traceability. Supporting documents may be in open-text format, with a maximum of ten (10) pages for each Appendix.

1. Requirements

Functional Requirements

Proponents shall provide, design, develop, test, and implement the Solution to meet the functional requirements outlined in Appendix H.

The priority of these requirements will be factored into the scoring framework. The definitions are as follows:

- a) **Critical:** Essential for meeting core requirements; necessary for project or solution effectiveness.
- b) **High:** Important, but not critical.
- c) **Medium:** Desired, but not essential.
- d) **Low:** Nice-to-have features.

More details on how to fill this sheet has been provided in the tab "Instructions" of Appendix H- Functional Requirements.

Non-Functional and Technical Requirements

Proponents shall provide, design, develop, test, and implement the Solution to meet the non-functional and technical requirements outlined in Appendix I.

The priority of these requirements will be factored into the scoring framework. The definitions are as follows:

- e) **Critical:** Essential for meeting core requirements; necessary for project or solution effectiveness.
- f) **High:** Important, but not critical.
- g) **Medium:** Desired, but not essential.
- h) **Low:** Nice-to-have features.

More details on how to fill this sheet has been provided in the tab “Instructions” of Appendix I- Technical & Non-Functional Requirements.

2. Corporate Profile

Customer References

Each proponent is requested to provide three (3) references from clients (not including Brock University) who have obtained the Faculty/Librarian Information Management System with implementation services from the proponent in the last 5 years. If references are not current or if references are not relevant to higher-education environments, the score may be reduced. The University may include information provided by the proponent’s references and may also consider the proponent’s past performance or conduct on previous contracts with the University.

Software Provider & Implementation Services Questionnaire

Proponents must provide detailed information regarding their capabilities in relation to company background, product features, implementation processes, integration options, support structures, security measures, compliance with regulations, user experience, performance metrics, financial stability, and service level agreements in the Appendix J – Software Provider & Implementation Services Questionnaire.

The priority of these Questionnaire will be factored into the scoring framework. The definitions are as follows:

- i) **Critical:** Essential for meeting core requirements; necessary for project or solution effectiveness.
- j) **High:** Important, but not critical.
- k) **Medium:** Desired, but not essential.
- l) **Low:** Nice-to-have features.

3. Implementation Team, Project Plan and Deliverables

Proponents must complete **Appendix K – Implementation Team & Qualifications**, outlining the implementation roles/team (e.g. Development Team Leader, Solution Architect, Developers, QA, etc.) while considering the involvement of Brock University resources (see Appendix E, section B Material Disclosures, Brock University Resource involvement) and specifying the associated resource levels from the drop down (Senior, Intermediate, Junior). Proponents must demonstrate their team's experience, qualifications, and capacity to meet the long-term objectives of the RFP and deliver high-quality services to Brock. Names and resumes of proposed team members must be provided, highlighting relevant experience in implementing solutions and working with educational institutions. An organizational chart showing the team reporting structure for both vendor and Brock staff must also be included.

Any changes to resource involvement or processes must be submitted through the change control management process, and written approval from the University is required before initiating any related work.

Proponents must complete **Appendix K - Project Plan Worksheet**, outlining the implementation phase for each module, including a breakdown of resource requirements (in person-days) for both the vendor and Brock monthly. Person-days is unit representing the effort of one person completing a full day's work. For example, if a task requires 5 person-days, it would take one person 5 days to finish, or 5 people 1 day to complete together, assuming equal effort.

Proponents must complete **Appendix K – Project Strategy and Deliverables Worksheet**, outlining the business process/modules and deliverables per module.

Lastly, proponents should define the RACI (Responsible, Accountable, Consulted, Informed) model for each implementation phase (e.g., Initiation, Requirements, Design) in **Appendix K – RACI Worksheet**.

The effectiveness of the project strategy and the balance of responsibilities between Brock University and the proponent will be assessed based on the following factors:

- **Feasibility:** How realistic is the proposed project strategy, considering the timeline, resources, and risks?
- **Responsibility Balance:** Does the RACI clearly define a fair and manageable division of responsibilities, considering Brock University's resource involvement (Appendix E, section B. Material Disclosures, Brock University Resource Involvement)?