***NOTE TO USERS OF THIS RFP TEMPLATE***

***Review notes and instructions to the Author in red and delete all notes and instructions before the RFP is posted. It is recommended that the Author Notes and options not be deleted until the RFP is finalized in case changes are made during drafting.***

***If you are interested in learning more about what might be available in the market place to meet your needs, consider posting a Request for Information (RFI) to solicit suggestions and feedback from the vendor community prior to issuing the RFP.***

***This RFP template is to be used with the contract options described in Appendix A***

***DELETE THIS PAGE PRIOR TO POSTING***

|  |  |
| --- | --- |
| **[Insert NaaS Operator Company Name]**  **RFP Number: [Insert Reference Number]**  **Issue date:** **[Insert Date]**  **Closing Time:**  Proposals must be received **before** 5:00 PM **[*Author: choose applicable time zone*]** on: [***Insert Date***] | |
| **DELIVERY OF PROPOSALS:** Proposals must be in English and must be submitted using one of the submission methods below, and must either (1) include a copy of this cover page that is signed by an authorized representative of the Proponent or (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent’s intent to be bound, or (3) be submitted by using an electronically signed digital document or documents, in pdf format. **[*Author: include applicable delivery methods and delete any that do not apply*]**  ***Email Submission****:* Proponents may submit an electronic proposal by email. Proposals submitted by email must be submitted to [*@****insert email address for receipt*]** in accordance with the instructions at Section 5 of this RFP.  ***Hard Copy Submission****:* Proponents may submit [***Insert Number***] hard-copies (and one electronic copy) of its proposal. Proposals submitted by hard copy must be submitted by hand or courier to:  **[*NaaS Operator Name*, *street address*, *city and postal code*, *Attention:\_\_\_\_\_\_\_\_\_\_*]**  Regardless of submission method, proposals must be received before Closing Time to be considered.  **A proposal is deemed to incorporate the Confirmation of Proponent’s Intent to Be Bound below, without alteration.** |
| **CONFIRMATION OF PROPONENT’S INTENT TO BE BOUND:**  The enclosed proposal is submitted in response to the referenced Request for Proposals/Quotes, including any Addenda. By submitting a proposal, the Proponent agrees to all the terms and conditions of the RFP including the following:   1. The Proponent has carefully read and examined the entire Request for Proposals / Quotes. 2. The Proponent has conducted such other investigations as were prudent and reasonable in preparing the proposal; and 3. The Proponent agrees to be bound by the statements and representations made in its proposal.   **PROPONENT NAME (please print):**  **NAME OF AUTHORIZED REPRESENTATIVE (please print):**  **SIGNATURE OF AUTHORIZED REPRESENTATIVE:**  **DATE:** | |

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**[*Author: Be sure to update the Table of Contents just before finalizing the RFP.]***

# Summary of the Opportunity

**[*Author: insert a brief summary of what is being procured through this process (one page or less; a good example is the summary that will go into BC Bid). Be specific on what is being purchased in order to encourage relevant vendors’ interest in your opportunity, as an unclear scope description in the summary may result in a vendor deciding not to read further.***

***If you are seeking services on an “as, if and when requested” basis, please consult with your Ministry solicitor as you will require a custom services contract. If this RFP is offered to pre-qualified Proponents only, state that requirement here.*]**

Further details as to the scope of this opportunity and the requirements can be found within this RFP.

# RFP PROCESS RULES

***[Author: Do not revise these terms and conditions (except as expressly instructed in the Notes below) without legal advice]***

**2.1 Definitions**

Throughout this Request for Proposals, the following definitions apply:

“**Addenda**” means all additional information regarding this RFP including amendments to the RFP;

“**Closing Location**” includes the location or email address for submissions indicated on the cover page of this RFPv;

“**Closing Time**” means the closing time and date for this RFP as set out on the cover page of this RFP;

“**Contract**” means the written agreement resulting from the RFP executed by the ***[NaaS Operator]*** and the successful Proponent;

“**Contractor**” means the successful Proponent to the RFP who enters into a Contract with the ***[NaaS Operator]***;

“***[NaaS Operator]* Contact**” means the individual named as the contact person for the ***[NaaS Operator]*** in the RFP;

“**must**”, or “**mandatory**” means a requirement that must be met in order for a proposal to receive consideration; **[*Author: search for the word “must” to ensure that it is only used for mandatory requirements*]**

“**Proponent**” means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP;

“**proposal**” means a written response to the RFP that is submitted by a Proponent;

“**Request for Proposals / Quotations**” or “**RFP**” means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the ***[NaaS Operator]*** by Addenda;

“**should**”, “**may**” or “**weighted**” means a requirement having a significant degree of importance to the objectives of the Request for Proposals; and

**2.2 Acceptance of Terms and Conditions**

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

A proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent’s proposal. A scanned copy of the signed cover page of this RFP is acceptable as is a cover letter identifying the Proponent, identifying the RFP and including a signature of an authorized representative of the Proponent that confirms the Proponent’s intent to be bound. For proposals submitted electronically, a valid digital signature of an authorized representative of the Proponent is acceptable without additional signature.

**2.3 Submission of Proposals**

1. Proposals must be submitted before Closing Time to the Closing Location using one of the submission methods set out on the cover page of this RFP. Proposals must not be sent by fax. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the ***[NaaS Operator]*** receives a complete Proposal, including all attachments or enclosures, before the Closing Time.
2. For electronic submissions, the following applies:

(i) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;

(ii) The maximum size of each attachment must be 20 MB or less (Proponents are solely responsible for ensuring that email proposal submissions comply with any size restrictions imposed by the Proponent’s internet service provider);

(iii) Proponents should submit email proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions (multiple emails for the same opportunity) to reduce attachment file size to be within the maximum applicable size; Proponents should identify the order and number of emails making up the email proposal submission (e.g. “email 1 of 3, email 2 of 3…”);

(iv) For email proposal submissions sent through multiple emails the ***[NaaS Operator]*** reserves the right to seek clarification or reject the proposal if the ***[NaaS Operator]*** is unable to determine what documents constitute the complete proposal;

(v)Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The ***[NaaS Operator]*** may reject proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.

1. For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 2.9, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.
2. The ***[NaaS Operator]*** strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
3. The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent’s computer and the ***[NaaS Operator]*** Electronic Mail System.
4. While the ***[NaaS Operator]*** may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the ***[NaaS Operator]*** Electronic Mail System rejects an email proposal submission for any reason, and the Proponent does not resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the ***[NaaS Operator]*** Contact immediately to arrange for an alternative submission method if:

(i) the Proponent’s email proposal submission is rejected by the ***[NaaS Operator]*** Electronic Mail System; or

(ii) the Proponent does not receive an automated response email from the ***[NaaS Operator]*** confirming receipt of the email and all attachments within a half hour of the time the email proposal submission was sent by the Proponent.

An alternate submission method may be made available, at the ***[NaaS Operator]***’s discretion, before the Closing Time, and it is the Proponent’s sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the ***[NaaS Operator]*** before the Closing Time. The ***[NaaS Operator]*** makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent’s proposal is received before Closing Time.

**2.5 Late Proposals**

Proposals will be marked with their receipt time at the Closing Location. Only complete proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received late will be marked late and not considered or evaluated. In case of a dispute, the proposal receipt time as recorded by the ***[NaaS Operator]*** at the Closing Location will prevail whether accurate or not.

**2.6 Proposal Validity**

Proposals will be open for acceptance for at least 90 days after the Closing Time.**[Author: The 90 days can be extended to 120 days if the RFP includes a shortlist process or some other process that may require more time to execute the Contract]**

**2.7 Firm Pricing**

Prices will be firm for the entire Contract period unless the RFP specifically states otherwise.

**2.8 Completeness of Proposal**

By submitting a proposal the Proponent warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no additional charge.

**2.9 Changes to Proposals**

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting proposals and any amendments or withdrawals. Upon Closing Time, all proposals become irrevocable. The Proponent will not change any part of its proposal after the Closing Time unless requested by the ***[NaaS Operator]*** for purposes of clarification.

**2.10 Conflict of Interest/No Lobbying**

1. A Proponent may be disqualified if the Proponent’s current or past corporate or other interests, or those of a proposed subcontractor, may, in the ***[NaaS Operator]***’s opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the ***[NaaS Operator]*** involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the ***[NaaS Operator]*** Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.
2. A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor or representative of the ***[NaaS Operator]***, including members of the evaluation committee and any elected officials of the ***[NaaS Operator]***, or with the media, may result in disqualification of the Proponent.

**2.11 Subcontractors**

1. Unless the RFP states otherwise, the ***[NaaS Operator]*** will accept proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The ***[NaaS Operator]*** will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed sub-contractors, if applicable.
2. All subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.
3. A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the ***[NaaS Operator]***’s opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of the RFP or a relationship with any employee, contractor or representative of the ***[NaaS Operator]*** involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the ***[NaaS Operator]*** Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.
4. Where applicable, the names of approved subcontractors listed in the proposal will be included in the Contract. No additional subcontractors will be added nor other changes made to this list in the Contract without the written consent of the ***[NaaS Operator]***.

**2.12 Evaluation**

1. Proposals will be assessed in accordance with the evaluation criteria. The ***[NaaS Operator]*** will be under no obligation to receive further information, whether written or oral, from any Proponent. The ***[NaaS Operator]*** is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.

**2.13 Contract**

1. By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the ***[NaaS Operator]*** on substantially the same terms and conditions set out in 7.4 and such other terms and conditions to be finalized to the satisfaction of the ***[NaaS Operator]***, if applicable. ***[Author: please review Contract options in Appendix A]***
2. Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

**2.14 Contract Finalization Delay**

If a written Contract cannot be finalized with provisions satisfactory to the ***[NaaS Operator]*** within thirty days of notification of the successful Proponent, the ***[NaaS Operator]*** may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

**2.15 Debriefing**

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the ***[NaaS Operator]***.

**2.16 Proponents’ Expenses**

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a proposal and for subsequent finalizations with the ***[NaaS Operator]***, if any. The ***[NaaS Operator]*** will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

**2.17 Limitation of Damages**

By submitting a proposal, the Proponent agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

**2.18 Liability for Errors**

While the ***[NaaS Operator]*** has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the ***[NaaS Operator]***, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

**2.19 No Commitment to Award**

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the ***[NaaS Operator]*** in any way to award a Contract.

**2.20 No Implied Approvals**

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

**2.21 Legal Entities**

The ***[NaaS Operator]*** reserves the right in its sole discretion to:

1. disqualify a proposal if the ***[NaaS Operator]*** is not satisfied that the Proponent is clearly identified;
2. prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent’s legal status (or in the case of a sole proprietorship, the Proponent’s legal name and identification) and certification in a form satisfactory to the ***[NaaS Operator]*** that the Proponent has the power and capacity to enter into the Contract;
3. not to enter into a Contract with a Proponent if the Proponent cannot satisfy the ***[NaaS Operator]*** that it is the same legal entity that submitted the Proponent’s proposal; and
4. require security screenings for a Proponent who is a natural person, subcontractors and key personnel before entering into a Contract and decline to enter into a Contract with a Proponent or to approve a subcontractor or key personnel that fail to pass the security screenings to the ***[NaaS Operator]***’s satisfaction.

**2.22 Reservation of Rights**

In addition to any other reservation of rights set out in the RFP, the ***[NaaS Operator]*** reserves the right, in its sole discretion:

1. to modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
2. in accordance with the terms of the RFP, to accept the proposal or proposals that it deems most advantageous to itself;
3. to waive any non-material irregularity, defect or deficiency in a proposal;
4. to request clarifications from a Proponent with respect to its proposal, including clarifications as to provisions in its proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the proposal;
5. to reject any proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the ***[NaaS Operator]***, or any material error, omission or misrepresentation in the proposal;
6. at any time, to reject any or all proposals; and
7. at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.

**2.23 Ownership of Proposals**

All proposals and other records submitted to the ***[NaaS Operator]*** in relation to the RFP become the property of the ***[NaaS Operator]***.

**2.25 Confidentiality Agreement**

The Proponent acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement with the ***[NaaS Operator]*** in order to obtain access to confidential materials relevant to preparing a proposal.

**2.26 Alternative Solutions**

If more than one approach to deliver the services described in the RFP are offered, Proponents should submit the alternative approach in a separate proposal.

**2.27 Collection and Use of Personal Information**

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If the RFP requires Proponents to provide the ***[NaaS Operator]*** with personal information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the ***[NaaS Operator]***. Such written consents should specify that the personal information may be forwarded to the ***[NaaS Operator]*** for the purposes of responding to the RFP and used by the ***[NaaS Operator]*** for the purposes set out in the RFP. The ***[NaaS Operator]*** may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the ***[NaaS Operator]***.

# Information for Bidders

## Introduction

***[Author: briefly summary of your organization, the problem, and the product or service you want to offer as a solution]***

**NaaS Operator Summary**

***[Author: Provide a Company Summary, which includes the business areas covered by the operator, its mission, vision, goals. and the local and international presence. Describe the company leadership structure and operations, local and international]***

**Business Need**

***[Author: Describe the Business need being addressed by this RFx process]***

**Request for Product or Service**

***[Author: Provide a high-level description of the intended solution for the business need]***

## Statement of Purpose

The objective of this RFP process is to fulfill the ***[NaaS Operator]*** business need stated above with an intention to purchase from the marked the goods and/or services which best achieve such goal, at the most competitive price.

**Goal of the process:**

***[Author: Provide a description of the goal that is aimed by the completion of this process, such request prices for specific items (RFP) or receive proposals to address the business need (RFP). This section includes a mention to how the completion of the process benefits the organization, and potentially the vendor and the society.]***

**Intention to purchase:**

***[Author: A statement of the intention to purchase, if applicable. It must include a disclaimer to allow the NaaS Operator to complete the RFx process without acquiring the product or service if neither solution fits the process need, or if the business conditions change and the NaaS Operator needs to cancel the process.]***

## Project Schedule

The products and/or services required to fulfill the scope of work of this RFP must be completely delivered and ready for acceptance by the ***[NaaS Operator]*** before ***[Author: Insert latest delivery date]***, unless the Contract specifies otherwise .

## RFP Timeline and Review Process

Table 1 below provides the RFP process milestones. Dates are relative to the previous milestone, and “Affected Party” is the entity which must meet the milestone.

Table 1. RFP timeline

| RFx Milestone | Affected Party | Date |
| --- | --- | --- |
| Invitation Letter and Pre-qualification form Submitted to Vendors | ***[NaaS Operator]*** | RFx Start Date |
| Acknowledgement of RFx Process by Respondents | Respondent | +2 days |
| Vendor Prequalification Submission by Respondents | Respondent | +2 weeks |
| Vendor Prequalification Response | ***[NaaS Operator]*** | +1 week |
| RFx Document Submitted to Respondents | ***[NaaS Operator]*** | Same day |
| Respondent Query Submission | Respondent | +2 weeks |
| Respondent Query Response | ***[NaaS Operator]*** | +1 week |
| Proposal Submission | Respondent | +2 weeks |
| Contractor Selection | ***[NaaS Operator]*** | +2 weeks |
| Contract Negotiation | ***[NaaS Operator]* /** Respondent | +1 week |
| Contract Sign-off | ***[NaaS Operator]* /** Respondent | +2 weeks |

## Point of Contact

All communications related to this RFP process shall be made by email to **[NaaS Operator contact email]**

# Scope of Work

## Statement of Scope

**[Author: In the first paragraph, describe in detail the current situation (i.e. current contract, company situation) and why the product or services are required; set out the objectives or goals of the services and other material information not included elsewhere. Provide details about the project, including features, functionality, deliverables and performance standards]**

***[Author: In the second paragraph, refer (if applicable) to Transition Activities and Costs:***

***If the services are currently being delivered by an incumbent contractor, the name of that contractor and how long they have been delivering the services should be identified here.]***

**[*Author: on the last paragraph, describe what service areas are included, location of service delivery; if any service areas are out of scope, state here; duration of Contract (including any options to renew); budget, if disclosing;*** ***transition activities, if applicable.*]**

## Technical Requirements

The vendor acknowledges that the requirements below are mandatory for entry the RFx process. Compliance with requirements may be evaluated at any time during the RFx process and through the execution of the project, in addition to the final acceptance, which will be conducted in accordance to the Testing & Acceptance Specifications stated at the end of this section.

**[Author: Technical requirement specification must include:**

**The criteria for entry, which includes a full description of the minimum and recommended requirements.**

**The execution requirements, which may include the need for interim deliveries and/or validations on the product and service.**

**The acceptance criteria, which specify the testing and validation requirements that must be fulfilled to consider the product or service as properly delivered]**

**Technical Specifications**

The solutions proposed within this process must be compliant of the following Technical Specifications:

**[Author: Provide a list of technical specifications, international standards, rules or regulations that must be accomplished by the proposed solution. It’s advisable to refer to an appendix if the listing of technical requirements exceeds a page in the document.]**

**Health and Safety Requirements**

The solutions proposed within this process must be compliant of the following Health and Safety Specifications:

**[Author: Provide a list of Health and Safety specifications and references to legal requirements related to H&S which must be accomplish by the product and the vendor, as either part of the product delivery or as a component of the services being provided. It’s advisable to refer to an appendix if the listing of technical requirements exceeds a page in the document.]**

**Environmental Requirements**

The solutions proposed within this process must be compliant of the following Environmental Requirements:

**[Author: Provide a list of Environmental regulations which must be accomplish by the product and the vendor, as either part of the product delivery or as a component of the services being provided. It’s advisable to refer to an appendix if the listing of technical requirements exceeds a page in the document.]**

**Testing and Acceptance**

The goods and services delivered by the awarded vendor must accomplish with the Technical and non-technical specifications stated in this document, which will be included as part of the agreement Contract. As part of the delivery process, a Testing and Acceptance process shall be carried out.

The acceptance model will be based on auto-acceptance tests performed by the vendor, with the possibility for ***[NaaS Operator]*** to audit the acceptance process by requesting evidence of the verification of compliance with the RFP requirements. Such evidence, together with any other documentation related to the goods or services under the scope of this RFP will be made available to ***[NaaS Operator]*** as part of the delivery process.

The vendor must provide all equipment, technicians, supplies and any other items required for conducting the acceptance tests. The vendor is also responsible to guarantee that the required scenario for the acceptance tests is available and operative.

## Project Documentation

The proposed solution must include all project-related documentation.

The vendor shall provide ***[NaaS Operator]*** with all documents required to use, install, operate, upgrade or dismantle the items, products or services under the scope of this RFP, as well as the test, calibrations, certifications and any other material which provides evidence of alignment with the RFP requirements.

## Training Requirements

The proposed solution must include a training plan.

The vendor shall provide ***[NaaS Operator]*** with training materials and, when required, training sessions to designated personnel to ensure knowledge transfer to enable ***[NaaS Operator]*** to use, install, operate, upgrade or dismantle the items, products or services under the scope of this RFP.

Training materials and training sessions (when required) shall be made available to the ***[NaaS Operator]*** before the delivery and acceptance of the products or services.

## Warranties

The proposed solution must include a satisfactory warranty.

The vendor must warrant all products and services against defects in performance for a period of one year following delivery.

The vendor must warrant that each of its employees, independent contractors or agents assigned to perform any services or provide any technical assistance in planning, development, training, consulting or related services under the terms of this RFP shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner. The vendor further warrants that the products and services provided hereunder will conform to the requirements of this Agreement.

## Project Plan

The proposed solution must include a Project Plan.

The project plan must include a description of project phases, relevant milestones, time plan and resource plan which ensures the delivery of the products and services covered by the Scope of Work of this RFP on a timely bases, with all delivery being completed and ready for acceptance according to the project schedule in section 3.3.

***[Author: If the scope of the RFP does not justify the need for a project plan, this section may be removed]***

## Project Governance

The vendor must provide a proposal for a Governance Model for the Scope of this RFP.

The proposed Governance Model will include the terms and conditions set forth by the NaaS Operator in the description of the Scope of Work and the RFP, and the following control elements:

* Meetings Policy: Define scope, periodicity and stakeholders for governance meetings. There would be a minimum of a weekly progress meeting.
* Reporting Approach: Define scope, periodicity and audience for governance reports.
* Risk Mitigation and Management: Provide identification of all risks affecting the project completion in time and scope, and the avoidance and mitigation measurements being considered.
* Project Assurance: Establish a list for all relevant project performance indicators, compose an Assurance Dashboard and establish a reporting methodology for this specific governance aspect.
* Service Level Agreements: Provide a proposal for SLA on each performance indicator identified under the project assurance dashboard.

The vendor-proposed Governance Model will be additional to the terms and conditions and the scope of work requirements established by the NaaS Operator in the RFP.

The Governance Model includes the definition of RACI matrices as required to clearly identify the responsibilities of the vendor, the NaaS Operator or any other affected stakeholder in the execution of the project.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **R**esponsible | **A**ccountable | **C**onsulted | **I**nformed |
| Meeting Organization |  |  |  |  |
| Report Distribution |  |  |  |  |
| Risk Management |  |  |  |  |
| Project Assurance |  |  |  |  |
| SLA Management |  |  |  |  |
| … |  |  |  |  |

***[Author: If the scope of the RFP does not justify the need for a project plan, this section may be removed]***

# Bid Proposal Preparation and Submission

This section includes Response Guidelines which are intended to assist Proponents in the development of their proposals in respect of the weighted criteria set out in Section 7.2 of the RFP. The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds the ***[NaaS Operator]***’s expectations.

***[Author: direct Proponents as follows OR if requiring a specific response template, refer to that template and the completion instructions here.]***

## Requirements for Proposals

Please address each of the following items in your proposal in the order presented. Proponents may find it helpful to use the individual Response Guidelines as headings for proposal responses.

Proponents should ensure that they fully respond to all requirements in the RFP in order to receive full consideration during evaluation.

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

1. Signed cover page (see section 7.1 Mandatory Criteria).
2. Table of contents including page numbers.
3. A short (one or two page) summary of the key features of the proposal.
4. The body of the proposal, including pricing, i.e. the “Proponent Response”. This part of the response must follow the structure and confirm compliance with the Scope of Work described in section 4.
5. Statement of Compliance, as described in section 5.2
6. Vendor Capabilities, as described in section 5.3
7. Appendices, appropriately tabbed and referenced.
8. Identification of Proponent (legal name)
9. Identification of Proponent contact (if different from the authorized representative) and contact information.

## Statement of Compliance

In order for a proposal to be considered, a Proponent must clearly demonstrate that they meet the mandatory requirements set out in Section 7.1 (Mandatory Criteria) of the RFP.

The respondent must include a Statement of Compliance for all mandatory requirements included in section 7.1. The respondent must specifically acknowledge understanding and acceptance of the technical and non-technical criteria for entry, execution and exit within the scope of work of the RFP, and the responsibilities (RACI) matrix described in the Project Governance section in 4.7.

Not being able to comply with any of the mandatory requirements may imply the disqualification of the proponent.

## Vendor Capabilities

The proponent must provide references to previous RFP processes, projects, commercial relations or partnerships which are relevant to demonstrate the ability of the vendor to address the Scope of Work of this RFP.

***[Author: use this section to identify the requirements that a Proponent should meet in order to demonstrate they are capable of delivering the products or services described in the RFP. Include headings for relevant categories; for example, relevant organizational experience, key personnel experience, current location, connection to the community, computer capabilities.]***

**Relevant Experience**

***[Author: any section in the RFP that requests experience should include a description of a “meets-requirements” response. For example, the RFP could state: “The Proponent and any subcontractors of the Proponent included in its proposal should have a minimum of x years within the past x years providing services of a similar scope and complexity. Similar scope and complexity is defined as a)…; b)…..; c)….; etc.”]***

**References**

Proponents must/should ***[Author: if references are mandatory, add requirement to mandatory criteria table]*** provide a minimum of **[insert number**] references (i.e. names and contact information) of individuals who can verify the quality of work provided specific to the relevant experience of the Proponent and of any subcontractors named in the proposal. References from the Proponent’s own organization or from named subcontractors are not acceptable.

The ***[NaaS Operator]*** may in its sole discretion, but is under no obligation to, check Proponent and subcontractor references without first notifying the Proponent or its subcontractors. The ***[NaaS Operator]*** reserves the right to seek additional references independent of those supplied by the Proponent, including internal references in relation to the Proponent’s and any subcontractor’s performance under any past or current contracts with the ***[NaaS Operator]*** or other verifications as are deemed necessary by it to verify the information contained in the proposal and to confirm the suitability of the Proponent.

Further to the ***[NaaS Operator]***’s reservation of rights under Section 2.22, if the Proponent is deemed unsuitable by the ***[NaaS Operator]*** in its sole discretion due to unsatisfactory references, or if the proposal is found to contain material errors, omissions or misrepresentations, the Proponent’s proposal may be rejected.

**Response Guidelines for Capabilities**

1. Name a contact person for the Proponent, and include this person’s address, phone and fax numbers, and email address. This information will not be evaluated but will be used to contact the Proponent as required.
2. **[*Author: Insert one or more questions/instructions here that relate to the requirements identified above*]**
3. Provide a minimum of **[i*nsert number*]** references specific to the experience cited, each of which includes a contact name, phone number and email address.

## Approach

***[Author: use this section to specify the requirements for service delivery so the Proponent can propose how to deliver the services; add additional headers and sub-headers as appropriate to your procurement. If applicable, include transition activities if you intend to evaluate how the proponent intends to take over the services from your incumbent and/or transition out to another entity at the end of the contract term.]***

### [Insert Header]

**[*Author: Insert requirements in relation to this header*]**

### [Insert Header]

**[*Author: Insert requirements in relation to this header*]**

**Response Guidelines for [insert appropriate header]**

1. ***[Author: Insert questions/instructions here relevant to this section]***

## Price

Prices quoted will be deemed to be:

1. in US dollars;
2. inclusive of duty, FOB (free on board) destination, and delivery charges where applicable; and
3. exclusive of any applicable taxes.

**[*Author: Clearly describe what is to be included in the price(s) proposed. If feasible, include a Commercial Quotation Template listing the items and quantities to be priced]***

**Response Guidelines for Price**

**[Author: Insert questions/instructions here relevant to this section; include question(s) regarding transition costs, if applicable]**

# Proposals Evaluation

Evaluation of proposals will be by a committee formed by the ***[NaaS Operator]*** and may include employees and contractors of the ***[NaaS Operator]*** and other appropriate participants.

***[Author: you may require evaluators to sign confidentiality acknowledgments or agreements and provide conflict declarations as a condition of participation on an evaluation committee]***

The ***[NaaS Operator]***’s intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking.

***[Author: if there is a different selection process for the successful Proponent (i.e. top three Proponents with the highest scores), this wording will need to be revised]***

Proposals will be assessed in accordance with the entire requirement of the RFP, including mandatory and weighted criteria.

## Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

**[*Author: Include any mandatory requirements that all Proponents must meet as of the Closing Time. All RFP-specific mandatory requirements must be capable of evaluation on a pass/fail basis only. If further evaluation is required, then move the requirement into the weighted criteria. If a requirement does not require evaluation and only applies to the successful Proponent who will become the Contractor, do not include it as a mandatory; instead list it in section “Service Requirements”.*]**

| **Mandatory Criteria** |
| --- |
| 1. The proposal must be received at the Closing Location before the Closing Time. |
| 1. The proposal must be in English. |
| 1. The proposal must be submitted using one of the submission methods set out on the cover page of the RFP |
| 1. The proposal must either (1) include a copy of the cover page that is signed by an authorized representative of the Proponent or (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent’s intent to be bound, or (3) be submitted by using electronic documents submitted via e-mail. |
| 1. **[*Author: insert any other mandatory criteria, for example, completed pricing proposal*]** |
|  |
|  |

## Weighted Criteria

Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria.

**[*Author: The following criteria are suggestions only; revise this table to match the Requirements Section of your RFP. If not using Minimum Scores, delete that column*.]**

| **Weighted Criteria** | **Weight** | **Minimum score** |
| --- | --- | --- |
| Capabilities (Section 5.1) | 100 | (if applicable) |
| Approach (Section 5.2) | 100 | (if applicable) |
| Price (Section 5.3) | 200 | (if applicable) |
| **TOTAL** | **400** | (if applicable) |

Proponents that do not meet a minimum score within a weighted criterion will not be evaluated further.

## Price Evaluation

Price evaluation shall only be performed if the mandatory and weighted criteria is met.

The vendor shall be assigned a number of points in the price evaluation obtained by dividing the lowest received price by the vendor’s price proposal and multiplying this ration to the number of points of the price section:

|  |  |
| --- | --- |
| Lowest Priced Proposal | X Points Available |
| This Proposal’s Price |

The lowest received price will be exclusive of abnormally low prices (below 33% of the average price of all received proposals).

**[*Author: Price evaluations should use one of the following evaluation methods: (a) a mathematical formula like the one above or (b) the lowest price that meets the minimum score(s). It’s advisable to discard abnormally low prices, as may be a symptom of misalignment between requirements and proposal*]*.***

## Proposal Evaluation

The proposals shall be evaluated according to the following procedure:

1. Proposals which fail to meet the Mandatory Criteria are discarded.
2. Proposals are evaluated for Capabilities and Approach, and points scored in each section. Proposals failing to meet the minimal score in any of these sections are discarded.
3. Proposals with an abnormally low price are discarded.
4. The remaining proposals are evaluated for price according to the formula in 6.3.
5. A complete evaluation score is assigned to these proposals by adding the points scored on each section.

# Contract Award

## Contract Terms and Conditions

Proponents should review carefully the terms and conditions set out in Appendix A, including the Schedules.

## Service Requirements

The Contractor’s responsibilities will include the following:

1. …
2. ...

**[*Author: List the Contractor’s duties and responsibilities under the Contract that do not require evaluation under this RFP. For example, if the Contract will include reporting requirements (frequency, format, information to be reported) but you do not need to evaluate how the Proponent will perform the reporting, you can state the Contractor reporting requirements here. If the Contractor must meet specific performance standards and Proponents do not have the option of proposing a different approach, you can state what is expected here.*]**

## Related Documents

**[*Author: describe any additional documents that will be part of the Contract (example: non-disclosure agreement, Project Charter)*]**

## Appendix A - Contract Form

***[Author: Refer to the Procurement Process and Vendor Management Module for references on Master Service Agreements and Contract Terms which should be applicable to all procurement processes]***

By submitting a proposal, the Proponent agrees that should its proposal be successful, the Proponent will enter into a Contract with ***[NaaS Operator]*** on substantially the same terms and conditions of the following, and such other terms and conditions to be finalized to the satisfaction of the ***[NaaS Operator]***:

***[Author: Refer to the Procurement Processes for references on Agreements, Contract Terms and Contract Schedules which should be applicable to all procurement processes]***

* General Services Agreement
* Consulting Professional Services Agreement
* Financial Review and Assurance Services Agreement

The following schedules will be included in the Contract: ***[Author: Select the applicable schedules for your Contract]***

* Schedule A (Services)
* Schedule B (Fees)
* Schedule C (Subcontractors, if applicable)
* Schedule D (Additional Terms)