



**UNIVERSITY OF  
CALGARY**

**REQUEST FOR PROPOSAL (RFP)**

**INFORMATION TECHNOLOGIES:  
TEMPORARY PLACEMENT SERVICES**

**REFERENCE NO.: 2022RFP0051**

## Table of Contents

	Page
<b>ARTICLE 1 – INTRODUCTION .....</b>	<b>3</b>
1.1 Key Terms of the RFP .....	3
1.2 Invitation to Proponents.....	4
1.3 Agreement Term .....	4
1.4 Form of Agreement.....	4
1.5 No Guarantee of Volume of Work or Exclusivity of Contract .....	4
1.6 Trade Agreements.....	4
<b>ARTICLE 2 – SUBMISSION INSTRUCTIONS.....</b>	<b>5</b>
<b>2.1 Submission Instructions.....</b>	<b>5</b>
<b>ARTICLE 3 - TERMS AND CONDITIONS OF THE RFP PROCESS.....</b>	<b>6</b>
3.1 Defined Terms and Interpretation .....	6
3.2 General Information and Instructions.....	6
3.3 Communication after Issuance of RFP .....	7
3.4 Selection and Execution of Agreement .....	9
3.5 Procurement Process Non-Binding.....	11
3.6 Prohibited Communications and Confidential Information.....	11
3.7 Reserved Rights, Limitation of Liability and Governing Law.....	12
<b>ARTICLE 4 – EVALUATION OF PROPOSALS .....</b>	<b>16</b>
4.1 Stages of Proposal Evaluation.....	16
4.2 Stage I – Mandatory Requirements and Submission .....	16
4.3 Stage II – Proponets to Respond to Append A and Schedule A .....	17
4.4 Stage III - Proponent Presentations / Demonstrations .....	17
4.5 Stage II / III - Cumulative Score and Selection of Highest Scoring Proponent .....	17
<b>APPENDIX A – RFP SPECIFICATIONS .....</b>	<b>18</b>
<b>APPENDIX B – EVALUATION CRITERIA .....</b>	<b>25</b>
<b>SCHEDULE A – PRICING INFORMATION FORM.....</b>	<b>30</b>
<b>SCHEDULE B – RFP QUESTION FORM.....</b>	<b>32</b>
<b>SCHEDULE C — REFERENCE FORM.....</b>	<b>33</b>
<b>SCHEDULE D – SUBMISSION AND SIGNATURE FORM [**RFP#2022RFP0051].....</b>	<b>34</b>

## ARTICLE 1 – INTRODUCTION

### 1.1 Key Terms of the RFP

<b>RFP Title</b>	Information Technologies: Temporary Placement Services
<b>RFP Issue Date</b>	Monday December 5th, 2022
<b>Submission Date</b>	<b>Friday January 13<sup>th</sup>, 2023 11:00:00 (Calgary Time)</b>
<b>Deadline for Questions</b>	Tuesday December 13 <sup>th</sup> , 2022
<b>Deadline to Respond to Questions</b>	Wednesday December 21 <sup>st</sup> , 2022
<b>Deadline Date for Issuing Addenda</b>	Tuesday January 10 <sup>th</sup> , 2023
<b>Interview/Presentation Dates</b>	TBD
<b>Bid Award</b>	Friday February 17 <sup>th</sup> , 2023
<b>Number of Copies of Proposal to be Submitted</b>	Proposal shall be submitted via MERX Online Bidding System.
<b>Bid Managers</b>	John Morrison
<b>Telephone</b>	403-220-5613
<b>Email</b>	<a href="mailto:johnathan.morrison@ucalgary.ca">johnathan.morrison@ucalgary.ca</a>
<b>Agreement Term</b>	Initial term is two (2) years
<b>Additional Renewal Term</b>	Additional two (2) X two (2) year renewals Maximum term of the agreement is six (6) years
<b>Form of Agreement</b>	UCalgary's Independent Contractor Agreement
<b>CFI Applicable</b>	<input type="checkbox"/> Yes <u>X No</u> See Section 3.7.4
<b>IS Networld Applicable</b>	<input type="checkbox"/> Yes <u>X No</u> See Section 3.7.5

## **1.2 Invitation to Proponents**

This RFP is an invitation by The Governors of the University of Calgary (the “**University of Calgary**”) to prospective Proponents to submit Proposals for the provision of Deliverables as further described in Appendix A (RFP Specifications).

## **1.3 Agreement Term**

The term of the Agreement is to be for the period set out in Section 1.1, with an option in favour of the University of Calgary to extend the Agreement on the same terms and conditions for an additional term for the period set out in Section 1.1, unless the parties negotiate and agree on new pricing for the additional term.

## **1.4 Form of Agreement**

The successful Proponent will enter into an Agreement with the University of Calgary for the provision of the Deliverables in the form noted in Section 1.1, subject to the terms set out in Section 3.4.2.

## **1.5 No Guarantee of Volume of Work or Exclusivity of Contract**

The University of Calgary makes no guarantee of the value or volume of Deliverables or work to be assigned to the successful Proponent. The Agreement with the successful Proponent may not be an exclusive agreement for the provision of the described Deliverables. The University of Calgary expressly reserves the right to contract with others for deliverables, goods and services or work the same as or similar to the Deliverables contemplated under this RFP.

## **1.6 Trade Agreements**

Procurements falling within the scope of the Canadian trade agreements with respect to sourcing, including the Agreement on Internal Trade and the New West Partnership Trade Agreement, are subject to those agreements, but the rights and obligations of the parties will be governed by the specific terms of this RFP.

## **1.7 Proposed RFP Schedule**

The schedule of events for this RFP and Award of Bid is current as of the release date of the RFP. The University of Calgary reserves the right, at their sole discretion to modify any of the dates or steps noted in Section 1.1.

[End of Article 1]

## ARTICLE 2 – SUBMISSION INSTRUCTIONS

### **2.1 Submission Instructions**

Proponents are instructed to provide sufficient content to facilitate evaluation in terms of the criteria framework described in Appendix B (Evaluation Criteria) of this RFP. Brochures, marketing materials and other representations beyond those sufficient for presenting a complete and effective statement of qualifications are neither required nor desired.

Onus and responsibility rests solely with the Proponent to submit its Proposal on or before the Submission Date.

#### **2.1.1 Proposals to be Submitted as Described Below:**

Proposals shall be submitted via MERX Online Bidding System and shall be deemed the Proponent's Proposal of record.

**Emailed or faxed Proposals will not be accepted.**

#### **2.1.2 Proposals Must Be Submitted**

Proposals must be submitted as set out above on or before the Submission Date.

#### **2.1.3 Amendment of Proposals**

Proponents may amend their Proposals prior to the Submission Date by the same method as prescribed for submission of Proposals. Any amendment should clearly indicate which part of the Proposal the amendment is intended to replace.

#### **2.1.4 Withdrawal of Proposals**

Proponents may withdraw their Proposals prior to the Submission Date by the same method as prescribed for submission of Proposals.

#### **2.1.5 Proposals Irrevocable after Submission Deadline**

Proposals shall be irrevocable for a period of 90 calendar days following the Submission Date.

[End of Article 2]

## ARTICLE 3 - TERMS AND CONDITIONS OF THE RFP PROCESS

### **3.1 Defined Terms and Interpretation**

#### **3.1.1 Defined Terms**

In this RFP, the following terms will have the meanings set out below:

**“Agreement”** means the written contract to be entered into by the successful Proponent with the University of Calgary for the supply of Deliverables as described in this RFP.

**“Bid Manager”** means the individual identified in Section 1.1.

**“Deadline for Issuing Addenda”** means the deadline for issuing addenda date set out in Section 1.1.

**“Deadline for Questions”** means the deadline for questions date and time set out in Section 1.1.

**“Deliverables”** means the goods and/or services to be delivered under the Agreement, as more fully described in Appendix A (RFP Specifications).

**“Proponent”** means a person (including an individual, firm, corporation or other legal entity) providing or submitting a Proposal in response to this RFP.

**“Proposal”** means a proposal or submission in response to this RFP, whether or not compliant.

**“RFP”** means this Request for Proposal described in Section 1.1, as modified, amended or supplemented from time to time, including any addenda issued in connection herewith.

**“RFP Issue Date”** means the date this RFP is issued as set out in Section 1.1.

**“Submission Date”** means the submission date and time set out in Section 1.1.

**“University of Calgary”** has the meaning set out in Section 1.2.

**“University of Calgary Personnel”** means the University of Calgary and its employees, members of its Board of Governors, advisers or representatives.

#### **3.1.2 Section References**

References to an Article, Section, subsection, Schedule or Appendix are references to an Article, Section, subsection, Schedule or Appendix in this RFP, unless otherwise noted.

### **3.2 General Information and Instructions**

#### **3.2.1 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 or subsection numbers of this RFP where that request was made.

#### **3.2.2 Information in RFP Only an Estimate**

University of Calgary Personnel 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 provided are estimates based on historical data and information to the knowledge of the University of Calgary

Personnel involved with this RFP. Such quantities or data are for the sole purpose of indicating to Proponents the general size and scope of the work or goods and services. The Proponent must verify all of the necessary information to prepare a Proposal in response to this RFP.

### **3.2.3 Proponents Shall Bear Their Own Costs**

Each Proponent shall bear all costs associated with or incurred in the preparation and presentation of its Proposal, including, if applicable, costs incurred for interviews or demonstrations.

## **3.3 Communication after Issuance of RFP**

### **3.3.1 Proponents to Review RFP**

Proponents shall promptly examine all of the documents comprising the RFP, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information in writing to the Bid Manager in accordance with Section 3.3.2. It is the responsibility of the Proponent to seek clarification from the Bid Manager on any matter it considers to be unclear. The University of Calgary shall not be responsible for any misunderstanding on the part of the Proponent concerning the RFP or its process.

### **3.3.2 Contact for RFP Information and Questions**

- All questions or requests for information regarding this RFP must be directed to the Bid Manager by email using the RFP Question Form in Schedule B on or before the Deadline for Questions.
- All questions submitted by Proponents by email to the University of Calgary shall be deemed to be received once the email has entered into the University of Calgary's Bid Manager's email inbox.
- No communications or questions are to be directed to anyone other than the Bid Manager. A Proposal may be disqualified if the Proponent contacts any representative of the University of Calgary other than the Bid Manager.
- The University of Calgary is under no obligation to provide additional information and will not be responsible for any information provided by or obtained from any source other than the Bid Manager.
- All questions and subsequent answers from the Bid Manager will be provided in written form. Oral responses to any inquiry are not binding.
- All questions submitted by Proponents on the RFP Question Form will be categorized as questions that are of general application and that would apply to other Proponents ("General Questions"), unless the Proponent indicates that the question is commercially sensitive or confidential and the University of Calgary accepts such categorization ("Commercially Confidential Questions").
- If the University of Calgary disagrees with the Proponent's categorization of a question as a Commercially Confidential Question, then the University of Calgary will give the Proponent an opportunity to either categorize the question as a General Question or to withdraw the question.
- If the University of Calgary determines, in its sole discretion, that a Proponent's categorized Commercially Confidential Question, even if it is withdrawn by the Proponent, is of general

application or would provide a significant clarification of the RFP documents or the RFP process to Proponents, the University of Calgary may issue a clarification to Proponents that deals with the same subject matter as the withdrawn Commercially Confidential Question.

- If the University of Calgary agrees with the Proponent's categorization of a Commercially Confidential Question, then the University of Calgary will provide a response to that question to only the Proponent that submitted the RFP Question Form.
- The University of Calgary's response to questions will be provided to all prospective Proponents through Alberta Purchasing Connection, unless it is a Commercially Confidential Question. The identity of the Proponent submitting the RFP Question Form will not be disclosed.
- Only a response to a Proponent question that has been incorporated into or issued as an addendum will modify or amend the RFP, otherwise, responses to RFP Question Forms will have no effect whatsoever on the RFP and must not be relied upon by any Proponents.

### **3.3.3 All New Information to Proponents by Way of Addenda**

This RFP may be amended only by an addendum in accordance with this Section. If the University of Calgary, 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 and will be posted on the MERX website. Each addendum forms part of and is an integral part of this RFP. Any such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all such addenda issued by the University of Calgary. In the Submission and Signature Form (0), Proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

### **3.3.4 Post-Deadline Addenda and Extension of Submission Deadline**

If any addendum is issued after the Deadline for Issuing Addenda, the University of Calgary may, in its sole discretion extend the Submission Date for a reasonable amount of time. Notice of any such extension will be posted by way of an addendum to this RFP on the Alberta Purchasing Connection.

### **3.3.5 Verify, Clarify and Supplement**

When evaluating Proposals, the University of Calgary may request further information from a Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's Proposal. Responses to such requests from any Proponent received by the University of Calgary shall, if accepted by the University of Calgary, form an integral part of that Proponent's Proposal, and if successful in this RFP process, form part of any resulting Agreement.

### **3.3.6 All Proposals Retained by the University of Calgary**

The University of Calgary will not return the Proposal or any accompanying documentation submitted by a Proponent, nor is the University of Calgary obligated to do so when a Proposal is withdrawn by a Proponent.

### **3.3.7 RFP Incorporated into Proposal**

All of the terms of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's Proposal.

### **3.4 Selection and Execution of Agreement**

#### **3.4.1 Selection of Proponent**

Notice of selection by the University of Calgary to the top-ranked Proponent (as determined in accordance with Section 4.3) shall be in writing and shall constitute a written invitation to execute the Agreement or adhere to the Purchase Order Terms and Conditions, as applicable, noted in Section 3.4.2 and satisfy any other applicable conditions of this RFP, or to enter into direct Agreement negotiations with the University of Calgary, if applicable.

#### **3.4.2 Form of Agreement is Negotiable or Non-Negotiable**

The form of agreement applicable to this RFP process is identified in Section 1.1.

If Appendix A (RFP Specifications) states that the form of agreement is non-negotiable, there will be no changes to the terms and conditions contained in such form of agreement. By submitting a Proposal, each Proponent agrees to enter into an Agreement with the University of Calgary containing all of the terms and conditions in such form of agreement. The University of Calgary reserves the right to negotiate the final terms and conditions of any Agreement to be entered into with the successful Proponent.

If Appendix A (RFP Specifications) states that the form of agreement is negotiable, and if a Proponent has any material concerns with the terms and conditions that will be included in the Agreement to be entered into with the University of Calgary if the Proponent is successful, then its Proposal should include a brief summary of such material concerns. The University of Calgary reserves the right to negotiate the final terms and conditions of any Agreement to be entered into with the successful Proponent.

#### **3.4.3 Timeframe for Finalizing Agreement**

The University of Calgary intends to enter into the Agreement with the top ranked Proponent within 45 calendar days following the notice of selection to that Proponent. Any negotiations related to the Agreement are expected to be concluded within such 45-day period.

#### **3.4.4 Process Rules for Agreement Negotiations**

Any Agreement negotiations will be subject to the process rules contained in this Article 3 (Terms and Conditions of the RFP Process) and will not constitute a legally binding offer to enter into a contract on the part of the University of Calgary or the Proponent. Negotiations may include requests by the University of Calgary for supplementary information from the Proponent to verify, clarify or supplement the information provided as part of its Proposal or to confirm the conclusions reached in the evaluation.

#### **3.4.5 Failure to Enter into Agreement / Post Submission Date Negotiations**

The University of Calgary may, at any time before final contract award, negotiate the Agreement, including additional or modified terms to the Agreement, as follows:

- (a) commence Agreement negotiations with the top-ranked Proponent;
- (b) if negotiations with the top-ranked Proponent do not lead to financial and other terms acceptable to the University of Calgary within the 45-day period referred to in Section 3.4.3 or within such longer reasonable period of time solely determined by the University of Calgary, the University of Calgary will be entitled to reject that Proponent's Proposal and seek to commence Agreement negotiations with the next ranking Proponent, and if agreement is reached with the next ranking Proponent, the University will be entitled to award the Agreement to such next ranking Proponent. This process will continue until an Agreement is formalized, until there are no more Proponents remaining that are eligible

- for negotiations or until the University of Calgary elects to terminate the RFP process as contemplated in paragraph (c) below; and
- (c) at any time before final contract award, the University of Calgary will be entitled to reject all Proposals and terminate the RFP process or request re-submissions from all or selected Proponents.

#### **3.4.6 Notification to Other Proponents**

The University of Calgary will notify all Proponents by written notice and by notice posted on the MERX website.

#### **3.4.7 Debriefing**

The University of Calgary will debrief a Proponent who submitted a proposal to the RFP. The purpose of the debrief is to provide the Proponent with an opportunity to understand the strengths and shortcomings of their proposal.

The following requirements apply to the debrief:

- The Proponent must send an email request for a debrief to the Bid Manager within ten (10) days after the Proponent has received notice of the final award of contract pursuant to Section 3.4.6;
- Once the request has been received, the Bid Manager shall contact the Proponent to arrange a tentative date and time to conduct the debrief. The exact date and time will be confirmed once the contract with the successful Proponent has been executed;
- Only information specified in the RFP's Evaluation Criteria will be considered for discussion;
- No details or comparisons will be made to other submissions.

The University of Calgary applies its best endeavours to share meaningful feedback with Proponents.

Any attempt by Proponent to seek information from individual(s) other than Bid Manager, shall have their debrief request declined.

#### **3.4.8 RFP Dispute Process**

All RFP award disputes must be submitted in writing to the Director, Supply Chain Management (via the address noted in Section 2.1.1) within 10 business days following posting notice of the outcome of the procurement process related to this RFP on MERX pursuant to Section 3.4.6. Failure to dispute within this time frame shall be deemed a waiver of all rights. The Director's decision will be final in all disputes directed to the University of Calgary. The University of Calgary takes disputes very seriously and expects the same. Written disputes shall include the following:

- Name, address, telephone and email address of Proponent;
- Proponent's or its representative's signature;
- Reference to RFP or contract number;
- Detailed documentation of the legal and factual grounds of the dispute, complete with copies of relevant documents; and
- State dispute resolution expectations.

### **3.5 Procurement Process Non-Binding**

#### **3.5.1 No Contract A and No Claims**

The procurement process under this RFP is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) this RFP shall 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 of Calgary shall have the right to make any claims (whether in contract, tort or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to this RFP.

#### **3.5.2 No Contract until Execution of Written Agreement**

The procurement process under this RFP is intended to identify prospective Proponents for the purposes of entering into or negotiating a potential agreement. No legal relationship or obligation regarding the procurement of any Deliverables hereunder shall be created between any Proponent and the University of Calgary by this RFP process until the successful negotiation and execution of an Agreement for the acquisition of the Deliverables.

### **3.6 Prohibited Communications and Confidential Information**

#### **3.6.1 Prohibited Proponent Communications**

The Proponent shall not engage in any conflict of interest communications and should take note of the conflict of interest declaration set out in the Submission and Signature Form (0).

#### **3.6.2 Proponent Not to Communicate with Media**

A Proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any contract awarded pursuant to this RFP without first obtaining the written permission of the University of Calgary.

#### **3.6.3 Confidential Information of Proponent**

A Proponent should identify any information in its Proposal or any accompanying documentation that is confidential or is proprietary to the Proponent. The University of Calgary will use reasonable efforts to maintain the confidentiality of such information, except as provided for in Section 3.6.4 or as otherwise required by law or by order of a court or tribunal having jurisdiction. Proponents are advised that their Proposals will, as necessary, be disclosed on a confidential basis, to the University of Calgary's advisers retained for the purpose of evaluating or participating in the evaluation of their Proposals.

#### **3.6.4 Freedom of Information and Protection of Privacy Act (FOIPP)**

The Proposal, together with any additional or supplemental information submitted by a Proponent, will become the property of the University of Calgary and, as such, may, at a future date, be subject to the access and disclosure provisions of the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c. F-25. This Act allows any person the right to apply for access to records in the custody or control of a public body subject to limited and specific exemptions. The *Freedom of Information and Protection of Privacy Act* and its related Regulation 186/2008 can be obtained through the Alberta Queen's Printer website: <http://qpsource.gov.ab.ca>.

It is recommended that the Proponent identify those areas of its Proposal that the Proponent considers proprietary or confidential.

### **3.6.5 Confidential Information of the University of Calgary**

As part of this RFP process, the University of Calgary may disclose information to the Proponent that is confidential or proprietary to the University of Calgary or its affiliates (“**University Confidential Information**”). The Proponent shall not at any time reveal to any third party or use for the Proponent’s own purposes, any University Confidential Information, including information to which the Proponent may become privy or which the Proponent may produce or prepare in the course of this RFP process. The Proponent will use reasonable efforts to maintain the confidentiality of all University Confidential Information and in any event will exercise at least the same standard of care that it uses to protect the Proponent’s own confidential and proprietary information. The Proponent shall be entitled to disclose University Confidential Information as required by law or by order of a court, tribunal or regulatory body having jurisdiction, provided that the Proponent shall take reasonable steps to maintain the confidentiality of the University Confidential Information by such court, tribunal or regulatory body, shall promptly inform the University of Calgary, to the extent legally permitted, of any request for disclosure and shall cooperate with the University of Calgary if the University of Calgary chooses to challenge such a disclosure.

The Proponent’s obligations under this Section shall: (a) be effective as of the earlier of (i) the date that any University Confidential Information has come to the knowledge of the Proponent; and (ii) the RFP Issue Date; and (b) survive the conclusion of this RFP process.

## **3.7 Reserved Rights, Limitation of Liability and Governing Law**

### **3.7.1 The University of Calgary’s Reserved Rights**

The University of Calgary reserves the right to:

- (a) make public the names of any or all Proponents;
- (b) request written clarification or the submission of supplementary written information and incorporate the Proponent’s response to that request for clarification or supplementary information into the Proposal;
- (c) assess a Proponent’s Proposal on the basis of:
  - (i) a financial analysis determining the actual cost of the Proposal when considering factors set out in the evaluation criteria in Appendix B (Evaluation Criteria) and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
  - (ii) the information provided by a Proponent pursuant to the University of Calgary exercising its clarification rights under this RFP process; and
  - (iii) other relevant information that arises during this RFP process until final award of contract that is covered by the evaluation criteria as set out in Appendix B (Evaluation Criteria);
- (d) waive any minor discrepancies in a Proposal;
- (e) verify with any Proponent or with a third party any information set out in a Proposal;
- (f) disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- (g) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;

- (h) select any Proposal that the University of Calgary deems to be most beneficial and advantageous to the University of Calgary or offers the overall best value and directly award to that Proponent irrespective of cost;
- (i) cancel this RFP process at any stage (without liability), request re-submissions, and/or issue a new RFP for the same or similar Deliverables;
- (j) accept any Proposal in whole or in part;
- (k) reject any or all Proposals;
- (l) depending upon the results and outcome of the Deliverables of this RFP as described herein, additional related work may come into existence whereupon the University of Calgary reserves the right to either utilize the services of the successful Proponent for this additional work, subject to the successful Proponent's performance, funding availability and successful negotiation of an agreement or return to the market with a new request for proposal when in the University of Calgary's best interest; or
- (m) award to multiple Proponents;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

### **3.7.2 Limitation of Liability**

By submitting a Proposal, each Proponent agrees that:

- (a) neither the University of Calgary nor any University of Calgary Personnel will be liable, under any circumstances, for any claim arising out of this RFP process including but not limited to costs of preparation of the Proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the Proponent waives any claim for any compensation of any kind whatsoever, including claims for cost of preparation of the Proposal, loss of profit or loss of opportunity by reason of the University of Calgary's decision to not accept the Proposal submitted by the Proponent, to award a contract to any other Proponent or to cancel this RFP process, and the Proponent shall be deemed to have agreed to waive such right or claim.

### **3.7.3 Governing Law and Interpretation**

The terms and conditions in this Article 3 (Terms and Conditions of the RFP Process):

- (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the University of Calgary); and
- (c) are to be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to conflict of law provisions that would result in the application of the laws of another jurisdiction. Any action or legal proceeding related to this RFP must be brought in any court of competent jurisdiction in the Province of Alberta and the Proponent irrevocably and unconditionally submits to the jurisdiction of the courts of Alberta and courts of appeal therefrom with respect to any matters related to this RFP or the RFP process.

### **3.7.4 Canada Foundation for Innovation (CFI) ONLY**

#### **Section 1.1 indicates whether CFI funding is applicable to this RFP.**

If the acquisition of the Deliverables outlined in this RFP is dependent on external funding through CFI (see CFI website: [www.innovation.ca](http://www.innovation.ca)) Proponents must consider the following factors, if applicable, when responding to this RFP.

The total award by CFI is positively affected by matching funds from other entities, for securing “in-kind” contributions such as donations of equipment, discounts above regular educational discounts and other types of “in-kind” contribution.

Pricing for Deliverables related to CFI grants must clearly indicate the following in the Proposal:

- Retail Price
- Educational Discount
- In-Kind contributions, if any (if no discount offered, please enter “0”)
- Net Price

If discounts are available, the type of discount should be clearly indicated (as instructed above) and the discounts applied to each quotation line item.

The CFI does not endorse the procurement of infrastructure that results in an overestimation of the value of the item and of the In-Kind contribution. Any Proposal constitutes confirmation that the pricing information provided in that Proposal is an accurate representation of the fair market value of the item(s).

### **3.7.5 IS Networld ONLY**

#### **Section 1.1 indicates whether IS Networld is applicable to this RFP.**

If this RFP specifies that IS Networld is applicable to this RFP, the successful Proponent shall subscribe to and be a member in good standing with IS Networld. Good standing is defined by the University of Calgary as having a grade of A, B, or C. The successful Proponent must have a “C” grade or better at the time of final contract award, unless a variance is approved in writing by the University of Calgary.

### **3.7.6 The Public Purchasing Group**

The Public Purchasing Group (PPG) is an initiative of public purchasing organizations of the greater Calgary area. The PPG functions in the capacity of securing competitive information and proposals for identified requirements of each of its members.

#### **(a) PPG Membership**

In addition to the University of Calgary, the PPG membership currently consists of the following organizations:

Calgary Board of Education  
Calgary Public Library  
Calgary Roman Catholic Separate School District No. 1  
Canadian Rockies Public Schools  
Chinook's Edge School Division No. 73  
Christ the Redeemer Catholic Schools

City of Calgary  
Foothills School Division No. 38  
Foundations for the Future Charter Academy  
Marigold Library System  
Mount Royal University  
Olds College  
Red Deer Public School District  
Rocky View School Division No.41  
Southern Alberta Institute of Technology (SAIT)  
St. Mary's College  
Airdrie Public Library  
Bow Valley College  
Banff Centre for Arts and Creativity  
Elk Island Public Schools

(b) **PPG Piggyback Option**

Please indicate in O (Submission and Signature Form) if the Proponent is willing to extend the goods and services and pricing offered in its Proposal to other members of the PPG. Proponent's response to this item in O (Submission and Signature Form) will not affect the scores awarded as part of the evaluation of the Proposal.

(c) **Contractual Relationship – PPG Members**

Should a PPG member wish to access the Piggyback Option in subsection 3.7.6(b) (if offered by the successful Proponent), there will be a separate written agreement entered into between each applicable PPG member and the Proponent without any involvement or obligation of the University of Calgary. The Proponent acknowledges and agrees that neither the University of Calgary nor any other PPG member shall be liable or responsible, contractually or otherwise, for any other member for the acts, omissions or defaults of such other member and any contractual relationship between the Proponent and any other PPG member will be subject to the terms and conditions of a separate written agreement as entered into between each applicable PPG Member and the Proponent.

[End of Article 3]

## ARTICLE 4 – EVALUATION OF PROPOSALS

### **4.1 Stages of Proposal Evaluation**

An evaluation committee from the University of Calgary will conduct the evaluation of Proposals in the following three (3) stages, as applicable:

#### **4.1.1 Stage I**

Stage I will consist of a review to determine which Proposals comply with all of the mandatory requirements. Proposals that do not comply with all of the mandatory requirements as of the Submission Date may, subject to the express and implied rights of the University of Calgary, be disqualified and not evaluated further.

#### **4.1.2 Stage II**

Stage II will consist of a scoring by the University of Calgary evaluation committee of each qualified Proposal on the basis of the rated criteria (see Appendix B – Evaluation Criteria).

#### **4.1.3 Stage III**

Stage III will consist of an interview or technical on-site presentation of short-listed Proponents (if required and applicable to this RFP).

### **4.2 Stage I – Mandatory Requirements and Submission**

#### **4.2.1 Submission Deadline and Forms**

Proposals must be submitted on or before the Submission Date. Other than inserting the information requested on the mandatory forms (see Schedule D – 2.0 Mandatory Forms) set out in this RFP, a Proponent may not make any changes to any of the forms. A Proposal that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in this RFP may be disqualified.

#### **4.2.2 Pricing Information Form (Schedule A)**

Each Proponent must provide the Pricing Information Form (Schedule A) completed according to the instructions contained therein as well as the following instructions:

- (a) Rates/price(s) shall be provided in Canadian funds, unless otherwise indicated, inclusive of all applicable duties and taxes except for goods and services tax (GST) and provincial sales tax (PST), each which should be itemized separately;
- (b) Unless otherwise noted in the Pricing Information Form (Schedule A), rates/price(s) quoted by the Proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the University of Calgary, 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; and

By submitting a Proposal, a Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the terms and conditions of the form of agreement referenced in Section 3.4.2 and has factored all of the provisions of Appendix A (RFP Specifications) and any other requirements of this RFP, including insurance and indemnity requirements, into its pricing assumptions or calculations.

#### **4.2.3 RFP Question Form (Schedule B)**

Proponents must use RFP Question Form (Schedule B) to submit questions or request for information related to this RFP to the Bid Manager(s) by email in accordance with Sections 3.3.1 and 3.3.2 of this RFP.

#### **4.2.4 Reference Form (Schedule C)**

Each Proponent must complete the Reference Form (Schedule C) and include it with its Proposal. The University of Calgary reserves the right to contact any references, including those provided by the Proponent in the Reference Form. References may be used as evaluation criteria, as set out in Appendix B (Evaluation Criteria).

#### **4.2.5 Submission and Signature Form (Schedule D)**

Each Proposal must complete and include a Submission and Signature Form (Schedule D) completed by an authorized representative of the Proponent and include it with its Proposal. A Proponent who submits conditions, options, contingencies or variables in relation to the rates, the Deliverables or the form of agreement referenced in Section 3.4.2 that are not expressly requested as part of this RFP, either as part of its Proposal or after receiving notice of selection, may be disqualified.

### **4.3 Stage II – Proponents to respond to Appendix B – Evaluation Criteria and Schedule A – Pricing Information Form**

### **4.4 Stage III – Proponent Presentation / Demonstration (If Applicable)**

If required and applicable to this RFP, at the end of Stage II the top three (3) ranked proponents will be invited to the Presentation / Demonstration stage of the evaluation process:

- University reserves the right to increase or decrease the number of proponents invited to the Presentation / Demonstration stage should the scores be close enough to warrant those actions;
- University reserves the right not to hold the Presentation / Demonstration stage should the disparity between the first place proponent's score and those scores of other proponents are large enough to render the Presentation / Demonstration stage meaningless;
- University reserves the right to request an in-person or virtual presentation from the top scorers if deemed necessary;
- Once short-listed Proponents have been selected, short-listed Proponents shall receive criteria for the Presentation / Demonstration stage.

### **4.5 Stage II / Stage III - Cumulative Score and Selection of Highest Scoring Proponent**

At the conclusion of the evaluation, all scores from Stage II and Stage III (if applicable to this RFP) will be added together and, subject to the University of Calgary's reserved rights, the Proponent with the highest score will be selected to execute the Agreement or adhere to the Purchase Order Terms and Conditions noted in Section 3.4.2, as applicable, and satisfy any other applicable conditions of this RFP, or to enter into direct Agreement negotiations with the University as contemplated in Section 3.4.1.

[End of Article 4]

## APPENDIX A– RFP SPECIFICATIONS

### **1.0 About the University of Calgary**

The University of Calgary (“UCalgary”) is a comprehensive research university, ranked one of Canada’s top five research universities. It combines the best of long-established university traditions with the city of Calgary’s vibrant energy and diversity.

UCalgary’s campus occupies a beautiful park-like setting covering more than 200 hectares, an area larger than Calgary’s entire downtown. UCalgary is home to scholars in 14 faculties (offering more than 200 academic programs) and more than 50 research institutes and centres.

More than 30,000 students are currently enrolled in undergraduate, graduate and professional degree programs. UCalgary has graduated more than 160,000 alumni since it was founded in 1966, including the Former Prime Minister of Canada, Stephen Harper and Canadian astronaut, Robert Thirsk.

UCalgary has more than 1,800 academic staff actively engaged in research, scholarship and teaching in Canada and around the world, more than 4,800 Support and Management and Professional staff, and over 500 Postdoctoral Scholars, making it one of the largest employers in Calgary. UCalgary produces an economic impact of close to \$8 billion in the Province of Alberta.

Further information on UCalgary can be viewed on its website.

### **1.1 RFP Scope**

UCalgary wishes to contract the services of Temporary Placement Agencies (“Proponents”) to provide short-term IT Contractors / Consultants in various capacities. The IT Contractors / Consultants shall provide services to UCalgary related to projects and/or to support ongoing university IT operations. The Proponents must provide IT Contractors / Consultants that conduct themselves professionally and meet the requirements outlined in the Callout.

### **1.2 Current Environment**

From RFP # 2018RFP0018 conducted October 2018, UCalgary currently has five (5) Preferred Suppliers to draw IT Contractors / Consultants from. It is the intention of this RFP to create a similar arrangement and award contracts to multiple Proponents. Once the contracts are awarded and executed, the Proponents will achieve Preferred Supplier status. Although being a Preferred Supplies does not guarantee business from UCalgary, all Preferred Suppliers shall have the opportunity to provide candidates for each engagement.

### **1.3 RFP Deliverables**

UCalgary is inviting proposals from Proponents that have the experience, resources, qualifications, and ability to successfully provide the following services:

#### **A. Assessment of Need:**

- Engage with UCalgary’s IT PMO to understand ITIO Contractor Hiring Process;
- Discuss each opportunity with IT PMO to ensure complete understanding of the requirements for each position.
- Provide proactive account management / reporting.
- Work closely with UCalgary’s IT Directors and Human Resources to build an in-depth understanding of UCalgary’s culture, future requirements, values, and community.

**B. Recruitment and Administrator of IT Contractors / Consultants:**

- Identify and assess qualified candidates to ensure the required skills and abilities match the engagement profile.
- Confirm candidate's certifications, qualifications, and education credentials.
- Conduct reference and background checks, including police / security / credit checks if required. The Proponent is responsible for the cost of these checks.
- Prepare and present Candidate's documents to IT PMO.
- Coordinate with IT PMO to arrange Candidate interview.
- Prepare debrief sessions with candidates.

**C. Categories of Positions:**

These placements are usually required immediately and temporary in nature.

Examples of these types of positions are:

**Category #1 – General IT Placement**

- IT Project Managers
- IT Business Analysts
- PeopleSoft Developers and Functional contractors
- Business Intelligence Developers
- Oracle/SQL Database Developers / Administrator (DBD/DBA/s)
- Software Application Developers
- Net/Web Developers
- IT Security Specialists
- Security Architects and Analysts
- Security Application Developers and Integration Specialists
- Disaster Recovery Specialist
- IT Generalist
- Technical Architects
- Data Architects
- IT Trainers
- Technical Writers

**Category #2 – IT Infrastructure**

- Cloud Architecture
- IT Systems Administrator
- Collaborative Tools Specialist (e.g. MS products, SharePoint, Exchange, etc.)
- Network and Telecom Engineers and Technicians
- System Administrators (all types and platforms)

**Category #3 – IT Project Professionals**

- Project Managers
- Business Analysts
- Change Management Specialist

**Category #4 – Highly Technical Professionals**

- PeopleSoft Functional Analyst
- PeopleSoft Integration Specialist
- PeopleSoft Student Specialist

#### **1.4 Diverse Workforce**

UCalgary diverse workforce includes all the ways in which people differ, and it encompasses all the different characteristics that make one individual or group different from another. It is all inclusive and recognizes everyone and every group as part of the diversity that should be valued. This broad definition includes not only race, religious belief, colour, gender, physical disability, mental disability, martial status, ancestry, age, place of origin, family status, and sexual orientation as well as other characteristics that shape an individual's attitudes, behaviours, and perspectives.

UCalgary hiring of IT Contractors / Consultants will reflect Canada's diverse workforce and business community. The success Proponents will share the same strategy in all aspects of their business operations.

#### **1.5 Indigenous Candidates**

It is required that Indigenous Candidates be included in the Proponent's candidate pool and available for opportunities. The Proponents shall have a strategy to source, recruit, train, attract, and retain Candidates from communities and from learning institution across Canada. Proponents must provide evidence that they are creating a supportive environment that enable Candidates to feel valued and achieve their career objectives.

It is the intent of this RFP to contract with those Proponents that can fulfil this requirement. If the RFP fails to accomplish this goal, then UCalgary shall exercise its right to contract with Proponents who can fulfil this requirement but may have not responded to this RFP.

#### **1.6 Scope of Contract**

The successful Proponents shall be awarded a two (2) year contract, with options to extend the contract for two (2) additional two (2) year terms at the sole discretion of UCalgary. The maximum term of the contract with extensions shall be no more than six (6) years.

The contracts with the Preferred Suppliers will not be exclusive contracts for the provisions stated in the Scope and Deliverables. UCalgary expressly reserves the right to contract with others for deliverables, goods, and services that are the same or similar to the Scope and Deliverables under this RFP.

As set out in Section 3.4.2 of this RFP, the form of agreement is negotiable.

#### **1.7 Contract Management**

An initial start-up meeting with Proponents will be required to discuss the details of the contract. Quarterly contract review meetings will be required for the first years of the contract. After the first year, an annual contract review will be conducted to determine if service, supply, and prices fall within the expected parameters of the contract.

## **1.8 Cellphone Requirements**

UCalgary is a public entity and is subject to The Freedom of Information and Protection (FOIP) act. The objectives of the Freedom of Information and Protection of Privacy Act (the FOIP Act) are:

- To ensure that public bodies are open and accountable to the public by providing a right of access to records.
- To protect the privacy of individuals by controlling the manner in which public bodies collect, use and disclose personal information.

Further information can be located at [www.servicealberta.ca/foip](http://www.servicealberta.ca/foip)

All IT Contractors / Consultants are required to accept multifactor authentication on their own mobile devices. In the event that a request for information is received, UCalgary may need to gather information from mobile devices for UCalgary's Privacy department to review.

## **1.9 Reporting**

The Proponents will provide engagement reporting to IT PMO at various frequencies throughout the year. At a minimum, the following type of information in this format is required:

Consultant Name	Date	SOW Number	SOW Amount	PO Number	PO Amount	Hours Worked	Hourly Rate	Invoice Number
John Doe	2022-02-25	0001234	\$10,000	852369	\$10,000	3.5	\$120.00	142536
Kate Blue	2022-02-28	0002222	\$95,000	853692	\$95,000	7.5	\$135.00	145289
Andrew Black	2022-02-27	0015344	\$44,000	854123	\$44,000	27.5	\$95.00	154278

Further reporting will be required. Information to be reported and schedule of these reports will be agreed to by UCalgary and Proponents.

## **2.0 Pricing Structure**

All pricing pertaining to the RFP must be included in Schedule A – Pricing Information only. Any pricing that is presented by the Proponent that is not included in Schedule A – Pricing Information will not be considered and rejected by UCalgary. The prices submitted in Schedule A – Pricing Information will form the pricing schedule for the contract.

## **2.1 Information Security Requirements**

The successful Proponent shall demonstrate reasonable IT security procedures consistent with prevailing industry standards to protect University of Calgary information from unauthorized access (the “**Security Requirements**”). The Security Requirements shall include adequate administrative, technical and physical safeguards against unauthorized access, use, or disclosure of University of Calgary information, including, without limitation, the following components:

- 1) University of Calgary information shall only be stored on electronic computing devices that are current in their malware and anti-virus software and security patches and that are protected by a firewall;
- 2) All access to University of Calgary information electronically shall be via a unique user ID that is not shared with other individuals and a password that is not reused for other accounts;

- 3) University of Calgary information shall not be downloaded onto a portable device, such as laptop computers, PDAs and USB drives, unless such data is protected with strong encryption;
- 4) University of Calgary information transmitted electronically must be encrypted in transmission unless otherwise authorized by the University of Calgary;
- 5) It is preferred that transmission, transportation and storage of University of Calgary information be within the geographical location of this Agreement (i.e., Calgary, Alberta, Canada); however, exceptions will be considered on written confirmation from the University of Calgary;
- 6) When University of Calgary information is no longer required to perform the Deliverables, and is no longer required to be maintained by applicable law or the terms of the Agreement entered into between the University of Calgary and the successful Proponent, the University of Calgary shall instruct the successful Proponent to securely destroy such information whenever such destruction is practicable or to return the University of Calgary information within 30 calendar days of request in a standard database document format readily accessible to the University of Calgary at no additional charge;
- 7) If the successful Proponent retains backups of the University of Calgary information, such backups shall be maintained in conformity with the Security Requirements;
- 8) The successful Proponent shall use best efforts to implement security patches and patches applicable to the Deliverables as soon as possible upon discovery of the security issue. The successful Proponent shall immediately notify the University of Calgary of the nature of any security issues arising in respect to the University of Calgary's use of the Deliverables so that the University of Calgary can take action to minimize any risks from such security issues;
- 9) Prior to providing Deliverables which require access to, transmission of and/or storage of University of Calgary information, the successful Proponent shall provide a third party certification verifying its ability to comply with the Security Requirements. Acceptable third party certification includes, but is not limited to, SOC 2 Report, ISO 27001 Certification and Cloud Security Alliance STAR certification; and
- 10) The successful Proponent shall, upon reasonable notice make available to the University of Calgary for inspection such documentation as is appropriate to demonstrate compliance with the Security Requirements

If the Proponent has any material concerns with the Security Requirements, then its Proposal should include a brief summary of such material concerns.

## **2.2 Insurance Requirements**

The successful Proponent must have the insurance coverage set out in the form of Agreement:

Insurance: At its own expense and without limiting its liabilities herein, the Contractor shall insure its operations under a contract of either Comprehensive or Commercial General Liability with insurers licensed in Alberta in an amount of not less than \$5,000,000 per occurrence (annual general aggregate, if any, of not less than \$5,000,000) insuring against bodily injury, personal injury and property damage or loss. Such insurance(s) shall include (A) products and completed operations liability, (B) contractor's protective liability, and (C) blanket contractual liability. Any

such policy or policies of insurance shall name the University and the University Indemnitees as additional insured to the extent of their interests herein.

WCB: Where available and applicable to Contractor, Workers' Compensation insurance or similar insurance in accordance with the statutory requirements of the Province of Alberta for all of its employees engaged in performing the Services herein. Where Workers' Compensation insurance coverages or similar insurance is not available to Contractor, it shall provide to the University a letter outlining the reasons for lack of coverage and provide the University with proof of employer's liability insurance.

### **2.3 Privacy and Confidentiality Requirements**

The successful Proponent shall adhere to privacy and confidentiality requirements which enable the UCalgary's compliance with the Freedom of Information and Protection of Privacy Act, RSA 2000, c. F-25. These requirements include, without limitation, the following:

- 1) University Information disclosed to or collected by Contractor will remain under the control of the University.
- 2) University Information will not be used or disclosed for any purpose other than to enable Contractor's compliance with the terms of this Agreement.
- 3) In the event of a breach of privacy involving the University Information, Contractor will notify the University in writing as soon as practicable, stating: (i) the nature of the University Information that was breached; (ii) when the breach occurred, if known; (iii) how the breach occurred; (iv) who was responsible for the breach; (v) what steps Contractor has taken to mitigate the breach; and (vi) what measures Contractor has taken to prevent further breaches.
- 4) Contractor will refer requests for access to University Information to the University unless Contractor is prohibited by law from doing so.
- 5) Contractor will comply with applicable Canadian federal and provincial law related to the security and privacy of data.

### **2.4 Payment Terms**

The UCalgary is currently transitioning to Visa Payment Automation (VPA) as a form of payment. The successful Proponent can select to be paid through VPA – using UCalgary's payment-card with payment terms at 7 days. This would be UCalgary's preferred form of payment. Please indicate in your submitted proposal response if your firm would accept this form of payment.

Benefits of accepting VPA:

- Predictable Payments: Certainty of getting payments on a regular schedule without disruptions;
- Improved Cash Flow: Payments are received quicker and processed easier with less touch points;
- Digital Delivery: Helps streamline accounts receivables process. Conducive to remote working arrangements;
- Leverage Existing Procedure: No changes or modifications to your existing credit card acceptance process.

As an alternative form of payment, Electronic Funds Transfer (EFT) may be selected with payment terms at 30 days from date of invoice.

## **APPENDIX B – EVALUATION CRITERIA**

It is the intent of UCalgary to select the proposal that meets the requirements and provides the best overall value for the university. UCalgary may or may not conduct discussions, request further information or clarifications, either in succession or concurrently, with selected Proponents(s) on the content of their proposal(s), demonstration and/or other pertinent topics without becoming obligated to clarify or seek information from any or all other Proponents. However, Proponents are cautioned that any request for clarification will not be an opportunity to either correct errors or change their proposals in any substantive manner. UCalgary will not be limited as to its criteria for evaluation of proposals.

UCalgary may collect information about products and services being proposed from other sources in addition to Proponent's responses to the RFP. Information gathering may include visits to or communications with other universities where some or all proposed products and services are provided. Reference given by Proponents may be checked. At its discretion, UCalgary may engage the services of a third-party technical consultant to review, evaluate, and recommend the proposal(s).

Stage II will consist of scoring by the University of Calgary Evaluation Committee of each Proposal that complies with the mandatory requirements based on the Evaluation Criteria. The following evaluation criteria will be employed in the assessment of the Proposals:

<b>STAGE II – PROPOSAL RESPONSES</b>	<b>WEIGHT</b>
Compliance with RFP Terms and Conditions	Yes / No
Proponent Overview	7
Service Ability	25
Search Methodology & Engagement Approach	38
Scenarios / Pricing Questions	10
Pricing (Schedule A – Pricing Information Form)	20
Subtotal for Stage II	100
<b>TOTAL MARKS</b>	<b>100</b>

These sections will account for 80 marks of the overall RFP marks.

**Section 1 – Proponent Overview****Weighting**

<b>1.1</b>	A brief overview of the Proponent's organization; provides information to evaluate business profile / experience, financial stability and an indication of the overall depth of resources:  Provide the following information: <ul style="list-style-type: none"><li>• Year organization was established</li><li>• Total number of employees</li><li>• Number of service employees</li><li>• Number of support employees</li><li>• List of locations in Canada</li><li>• List of locations in other geographies</li><li>• Year to year growth for the last five (5) years</li><li>• % of revenue from the proposed deliverables</li></ul>	<b>1</b>
<b>1.2</b>	Indicate any relevant professional standards or certifications that your organization must maintain.  Provide the following information: <ul style="list-style-type: none"><li>• Standard / certification title</li><li>• Certifying body</li><li>• Date certified</li><li>• Date expired (if applicable)</li><li>• Reason for expiration (if applicable)</li><li>• Reference(s) (link to certifying body)</li></ul>	<b>1</b>
<b>1.3</b>	<ul style="list-style-type: none"><li>• Detail your experience specific to the Calgary market.</li><li>• Why do you want to work with UCalgary?</li><li>• How will you service UCalgary's account and ensure complete satisfaction?</li><li>• What interests you most about the account and ongoing services?</li><li>• What challenges do you see managing UCalgary account?</li><li>• What is the competitive advantage that your organization provides versus your competition in all areas of this RFP?</li><li>• Do you consider yourself an industry leader or follower? Explain.</li></ul>	<b>5</b>
<b>Total Weighting for Section 1 = 7 Marks</b>		

## Section 2 – Service Ability

## Weighting

2.1	<p>Provide detailed examples of two (2) accounts comparable to UCalgary in terms of being in the public sector / academic institution, deliverables, volume, size, complexity, and spend that your organization has serviced over the past five (5) years.</p> <p>At minimum, the following information is required:</p> <ul style="list-style-type: none"> <li>• Account overview</li> <li>• Term – start &amp; end dates</li> <li>• What services have you provided?</li> <li>• Beyond providing services, what other involvements did you have with the account?</li> <li>• What challenges did you encounter with the account and how were they overcome?</li> <li>• Initiatives your organization introduced during the term of the contract?</li> </ul> <p><u>Provide contact information for validation purposes.</u></p>	5
2.2	<p>Provide details on your proposed account team that will manage the UCalgary contract.</p> <p>Provide the following:</p> <ul style="list-style-type: none"> <li>• Name, title, and resume</li> <li>• Number of years they have been in the industry and with your company</li> <li>• Experience and educational achievements</li> <li>• Industry certifications and registrations</li> <li>• Contact information</li> <li>• Description of their responsibilities and hours of business</li> <li>• Company's organization structure and chart</li> <li>• What type of training has your company provided to the account team?</li> </ul>	5
2.3	<p>Provide details on how you will service UCalgary's account.</p> <p>As a minimum, provide the following information:</p> <ul style="list-style-type: none"> <li>• What is your service model?</li> <li>• What are your service level commitments? How did you measure them and what input will UCalgary have?</li> <li>• Organizational wise, what are your key performance indicators? How did you determine them?</li> </ul>	5
2.4	<p>Value-added services are benefits that can be added to the RFP Scope &amp; Deliverable to enhance end-user's experience.</p> <p>The value-added services are complimentary to UCalgary. We encourage the Proponent to be innovative and creative with their offering.</p> <p>Provide details on the value-added services you can provide.</p>	5
2.5	<p>As per section 1.9 Reporting, explain how you will service the stated requirement. What other types of reports are you able to provide? Show examples.</p>	4
2.6	<p>Are there any Sections in Appendix A – RFP Specifications in which your company cannot <u>Agree</u> and <u>Comply</u>?</p>	1

	If so, indicate which Section(s) and provide an explanation.	
	<b>Total Weighting for Section 2 = 25 Marks</b>	

**Section 3 – Search Methodology & Engagement Approach** **Weighting**

<b>3.1</b>	<p>Provide details on your Search Methodology &amp; Engagement Approach</p> <p>As a minimum, provide the following information:</p> <ul style="list-style-type: none"> <li>• How do you identify potential candidates?</li> <li>• What assessments are conducted on potential candidates?</li> </ul> <p>In terms of:</p> <ul style="list-style-type: none"> <li>◦ Education / Formal Qualifications</li> <li>◦ Work Experience / Achievements</li> <li>◦ Character / Personality</li> <li>◦ Reference Checks</li> </ul> <ul style="list-style-type: none"> <li>• What is the size of your candidate pool?</li> <li>• How do you maintain and retain the candidate pool?</li> <li>• How would you match candidates to UCalgary opportunities?</li> <li>• Describe your relationship with candidate during engagement.</li> <li>• How did you manage candidate performance issues?</li> <li>• For UCalgary and candidate, describe the post engagement debrief or review process.</li> <li>• How do you determine a successful engagement vs an unsuccessful engagement?</li> </ul>	<b>20</b>
<b>3.2</b>	How do you promote and ensure diversity in your workplace and the candidate pool?	<b>8</b>
<b>3.3</b>	Proponent shall respond to section 1.5 Indigenous Candidates.  In addition, provide information on your level of investment in the Indigenous community.	<b>10</b>
	<b>Total Weighting for Section 3 = 38 Marks</b>	

**Section 4 – Scenarios / Pricing Questions** **Weighting**

<b>4.1</b>	<p>Please describe the following:</p> <p>A 12-month position is required for a project at the University, guaranteed 35 hours per week for the term:</p> <ul style="list-style-type: none"> <li>• How are the rates determined for the 12 months ie. Hourly/monthly/annually?</li> <li>• Describe the discount and the flow through rate.</li> <li>• What are the terms and notice period if the project ends early? Payout rate?</li> <li>• What are the terms and notice period if the contractor is not the right fit?</li> <li>• Detail a contractor to permanent employee scenario? Payout rate, fees, etc.?</li> </ul> <p><u>All pricing must be stated in Schedule A – Pricing Information in Other Pricing section.</u></p>	<b>5</b>
------------	---	----------

<p><b>4.2</b></p> <ul style="list-style-type: none"> <li>• What services and features are included in this pricing?</li> <li>• What performance guarantees are included in this pricing model, if any?</li> <li>• Are there any volume discounts you can provide?</li> <li>• How are direct expenses billed?</li> <li>• What about communications/telecom costs? Is the contractor responsible for these costs?</li> </ul> <p><u>All pricing must be stated in Schedule A – Pricing Information in Other Pricing section.</u></p>	<p><b>5</b></p>
<p><b>Total Weighting for Section 4 = 10 Marks</b></p>	

**Guidance Notes:**

The purpose of this evaluation is to:

- Examine the method and procedures by which the Proponent proposes to undertake the work
- Compare these with existing procedures and best practices
- Provide a basis for evaluating competing RFP's

Proponent responses to evaluation criteria will be considered in deciding to award the Agreement. Proponent responses to individual evaluation criteria must be self-contained, i.e. it should not refer or cross-reference to other listed criteria, even though in some cases this may lead to duplication of information.

DO NOT submit policies, procedures, general marketing or promotional materials by way of answers unless requested to do so. Summarize relevant details where information contained within such documents is pertinent to the questions.

All responses are limited to a maximum of two sides of 8.5 x 11 paper for each question or item of information requested. This does not include any examples that are provided as evidence of claims referenced under appendices.

## SCHEDULE A – PRICING INFORMATION

All pricing pertaining to this RFP **must** be included in Pricing Information. No other pricing will be accepted by the University of Calgary. Any pricing that is introduced by the successful Proponent that is not included in Pricing Information, will be rejected. The prices submitted in the Pricing Information shall form the pricing schedule for the contract.

- The electronic version of the pricing is to be saved separately to the main submission within the electronic file.
- All prices are to be in Canadian dollars unless otherwise noted.
- Proponents shall be marked on the basis of best-value, not necessarily the lowest cost. All Proponent's are advised to complete the sections in full.
- All pricing assumptions must be clearly stated and included in the Pricing Information form.
- This section will account for 20 marks of the overall RFP marks.

The Proponent shall hold pricing for the initial term of the contract. At the discretion of UCalgary, pricing and other terms of the contract will be reviewed prior to granting a contract extension.

The following evaluation criteria will be employed in the assessment of the Proponent's pricing:

DESCRIPTION	FEES
Contingent Placement Fee	Percentage or flat rate _____
Temporary Contract Resource	Percentage or flat rate _____
Flow Through Rate	Percentage or flat rate _____
Other Pricing:	_____

Proponent is encouraged complete the Pricing Information Form. Failure to provide all requested information or details on each description in the prescribed manner may make the response incomplete. At its discretion, the University of Calgary may reject an incomplete response.

### Discounts, Terms, & Other Cost Savings

Discounts, Terms, & Other Cost Savings	
--	--

**Pricing Assumptions Must Be Stated Here:**

## **SCHEDULE B – RFP QUESTION FORM**

Proponents must use this RFP Question Form (Schedule B) to submit questions or requests for information related to this RFP to the Bid Manager by email in accordance with Sections 3.3.1 and 3.3.2 of this RFP.

Date:	
Name of Proponent:	
Proponent Contact Person and Title:	
Proponent Contact Phone Number:	
Proponent Contact E-mail:	

Proponent Questions:

After each question, please indicate if it is a Commercially Confidential Question. If it is, please provide a brief justification.

### **SCHEDULE C — REFERENCE FORM**

Each Proponent is requested to provide three (3) references from clients from a similar size and scale of project as presented in this RFP in the last three (3) years. Higher marks will be given to relevancy to the project presented in this RFP.

#### **Reference #1**

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Contact Email:</b>	
<b>Date Work Undertaken:</b>	
<b>Description of Project:</b>	
<b>Proposed Resources (identified in this RFP) Assigned to Project</b>	

#### **Reference #2**

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Contact Email:</b>	
<b>Date Work Undertaken:</b>	
<b>Description of Project:</b>	
<b>Proposed Resources (identified in this RFP) Assigned to Project</b>	

#### **Reference #3**

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Contact Email:</b>	
<b>Date Work Undertaken:</b>	
<b>Description of Project:</b>	
<b>Proposed Resources (identified in this RFP) Assigned to Project</b>	

## SCHEDULE D – SUBMISSION AND SIGNATURE FORM [\*\*RFP#2022RFP0051]

\*\*\*\*\*MUST BE SUBMITTED AS PART OF PROPOSAL\*\*\*\*\*

This Submission and Signature Form must be included as part of each Proposal. Failure to sign and include the Submission and Signature Form with the Proposal may result in the disqualification of the Proposal.

### 1.0 Proponent Information

Please complete the following form, and name one individual to be the contact for the Proposal and for any clarifications or amendments that might be necessary.

Full Legal Name of Proponent:	[enter response here]
Any Other Relevant Name under Which the Proponent Carries on Business:	[enter response here]
Street Address:	[enter response here]
City, Province/State:	[enter response here]
Postal Code:	[enter response here]
Phone Number:	[enter response here]
Proponent Website (If Any):	[enter response here]
Proponent Contact Person and Title:	[enter response here]
Proponent Contact Phone:	[enter response here]
Proponent Contact E-mail:	[enter response here]

### 2.0 Mandatory Forms

The Proponent encloses herewith as part of the Proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Proponent's Proposal	
Pricing Information Form (Schedule A)	
Proof of Insurance in amounts set out in Appendix A (RFP Specifications)	
WCB Good Standing Letter	
Reference Form	
Submission and Signature Form	

### 3.0 Authority

The undersigned Proponent represents and warrants that it is authorized to carry on business of this nature and that it is not disabled or prevented from entering into and performing the Agreement if awarded by any law of Canada or of the Province of Alberta. The undersigned also acknowledges receipt, understanding, and has taken into consideration all the information presented in the RFP. The

undersigned further confirms and agrees that the individual whose name is set out below is fully authorized to represent the Proponent and to bind it to this Proposal and any Agreement awarded pursuant to it and in all matters relating to or arising out of the subject matter of the RFP or this Proposal. If the undersigned Proponent is submitting this Proposal on behalf of itself and other persons, then the undersigned confirms and agrees that the Proponent is fully authorized to submit this Proposal in its own name on behalf of itself and such other persons and the that the Proponent will be entering into any Agreement awarded on behalf of itself and such other persons.

#### **4.0 Acknowledgement of Non-Binding Procurement Process**

The undersigned Proponent acknowledges that the RFP process shall be governed by the terms and conditions of this RFP, and that, among other things, such terms and conditions confirm that this RFP process does not constitute a formal legally binding bidding process and that there will be no legal relationship or obligations created until the University of Calgary and the selected Proponent have executed the Agreement.

#### **5.0 Offer**

The undersigned Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting a Proposal, the Proponent agrees and consents to the terms, conditions and provisions of the RFP and offers to provide the Deliverables in accordance therewith at the rates and prices set out in the Pricing Information Form (Schedule A).

#### **6.0 Conflict of Interest**

- 6.1** As a condition of responding to the RFP to which this Submission and Signature Form is attached, the undersigned Proponent certifies to the best knowledge of its responsible officer (signing below) that the following represents a full and complete disclosure of any business relationship, monetary or other support of the University of Calgary through any of its sites, or with respect to any University of Calgary Personnel (other than formal, signed contracts with the University of Calgary or to a registered University charitable foundation), for the period commencing from the date of issuance of the RFP, or currently contemplated/ pledged to occur during the stated intended term of any resulting Agreement.
- 6.2** The undersigned Proponent hereby makes full disclosure to its knowledge of any personal relationship to any employee of the University of Calgary who makes recommendations concerning the award of the business contemplated, or any employee who may allot work to, or order supplies from the Proponent, other than designated University of Calgary purchasing staff. Additionally, the undersigned Proponent hereby makes full disclosure of any employee (or immediate relative of employee) of the University of Calgary with any direct or indirect pecuniary interest, ownership or directorship with respect to the Proponent.
- 6.3** The undersigned Proponent agrees to advise the University of Calgary's Bid Manager of any change to the foregoing throughout the RFP process time period and the intended or actual Agreement term or any renewal term, as applicable. The University of Calgary reserves the absolute right to eliminate any Proposal or terminate any resulting Agreement or other contracts already in force, for failure to disclose any such conflict of interest.

Check Applicable Box (check only the one box that applies)

- Yes      Details of any actual or potential conflict of interest are attached.  
 No      There are no such relationships to disclose.

## 7.0 IS Network

If this RFP specifies that IS Network is applicable to this RFP, the undersigned Proponent confirms that it subscribes to and is a member in good standing with IS Network, and will be a member in good standing with IS Network at the time of final contract award, as set out in Section 3.7.5.

## 8.0 PPG Piggyback Option

Check box below if Proponent is willing to offer goods and services and pricing offered in its Proposal to other members of the PPG as set out in subsection 3.7.6(b). Note: Proponent's response to this item will not affect the scores awarded as part of the evaluation of the Proposal.

- Yes  No      Willing to offer pricing to PPG.

## 9.0 Addenda

The onus remains on Proponents to make any necessary amendments to their Proposals based on the addenda. Each Proponent must confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word "none" in the "Acknowledgement of Addenda Received" box below. Proponents who fail to complete this Section may be disqualified.

### **ACKNOWLEDGEMENT OF ADDENDA RECEIVED (If Applicable)**

The undersigned Proponent hereby acknowledges receipt of addenda and has modified its Proposal accordingly. Please acknowledge receipt of addenda and sign. If no addenda have been issued then please sign. **Authorized signature is mandatory. Proponent must sign with authorized signature even if no addenda were posted.**

Full Legal Name of Proponent	
Indicate the Addenda Received (I.E. Addenda # 1,2,3)	
Date	
Name	
Title	
Authorized Signature	