**RFB for Artificial Intelligence Solutions – Tender# 20123**

**ATTACHMENT 4 – Introduction to Bidders**

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## 1.0 Invitation to Bidders

This section of the Request for Bids (RFB) describes the goods and services that may be procured through the resulting Agreement of this RFB. The Bidder, by responding to this RFB, confirms that it is capable of supplying and delivering the Products and Services in accordance with the requirements set out in this RFB.

This RFB is an invitation to prospective Bidders to submit Bids for the provision of Artificial Intelligence(AI) Solutions as further described in Attachment 1-2 – The Deliverables (the “Deliverables").

This RFB is issued by Centralized Supply Chain Ontario (“Supply Ontario” or “SO”).

## Objectives

The objective of this RFB is to establish an enterprise wide VOR arrangement with multiple Vendors for the provision of Artificial Intelligence Solutions. The term of the Agreement will be for a period of up to four (4) years: an initial term of three (3) years, plus one 1-year extension option (3+1). Supply Ontario may, in its sole discretion, exercise each extension option.

Annual Refreshes to qualify additional/new vendors may be conducted annually and Catalogue Refreshes to allow for product refreshes may be conducted annually, during the Term, each at SO’s discretion.

The Artificial Intelligence Solution VOR arrangement will provide a roster of vendors for OPS (mandatory) and Non-OPS Entities (optional) to choose from for their AI Solution requirements while assisting in meeting trade obligations by supporting open, fair and transparent competitive procurements for goods and services.

There are over 6,000 Non-OPS Entities that include various provincial agencies, certain crown corporations, municipal organizations, hospitals, schools, colleges, universities, social services, along with shared services organizations and group purchasing organizations.

Deliverables will be required throughout Ontario. The intent of this VOR arrangement is to save OPS and Non-OPS users time, effort and money by providing easy access to standardized ordering processes and standardized products from Vendors listed on the VOR arrangement.

By submission of a Bid in response to this Request for Bids (RFB), the Bidder agrees to provide the Deliverables identified in the Attachment #1-2 (Deliverables) of this RFB. No response is required to each of the requirements in this section; however, these requirements form part of the Deliverables to be provided under the Master Agreement.

In addition, for any Request for Service (RFS) or Purchasing Document issued by a Client or a Non-OPS entity during any Second-Stage Selection process, a Client or a Non-OPS Entity may further particularize their detailed requirements specific to their RFS or Purchasing Document. Such requirements may include licensing terms, service levels, response times, performance levels and any other Solution specifications determined by the Client or a Non-OPS Entity.

Bidders may submit one Bid to propose Solutions. The Solution proposed by a Bidder must meet or exceed the Mandatory Requirements and should meet or exceed the Rated Criteria as set out in the RFB. The Bid must be completed as instructed and submitted only through the OTP and via the Bid submission process which is separated into two (3) sections - “Qualification” Envelope that contains Mandatory Qualification Requirements, “Technical” Envelope that contains the solution specific rated requirements, and “Commercial” Envelope that contains the pricing requirements.

## 1.2 Type of Agreement for Deliverables

Selected Bidders who responded to accept the FOA (Form of Agreement) as is in the rated section will be required to enter into an Agreement with SO, in form and content substantially similar to Attachment #1 (Form of Agreement) of this RFB.

Selected Bidders who indicated the clause(s) they would negotiate in the LCNF (Limited Contract Negotiation Framework) section will have the opportunity to only negotiate that particular clause(s) and no other in the Attachment #1 (Form of Agreement) of this RFB.

**Note:**

* **Bidders are advised that they must express any concerns and/or seek clarifications during the question and answer period BEFORE the deadline to submit questions. Questions and/or requests for any clarifications received after this deadline will not be answered, but SO reserves the right to act upon information raised in such requests with any changes introduced via addenda.**
* **Bidders must also note that terms and conditions that may be in place in other agreements with the Ontario government are not applicable or relevant to this RFB.**

## 1.3 No Guarantee of Volume of Work

SO makes no guarantee of the value or volume of work Vendors may receive through this VOR Arrangement.

## 1.4 Two-Stage VOR Arrangement Procurement Process

The establishment and use of the VOR arrangement consist of a two-stage process as described below.

**The first stage, referred to as Stage 1,** which is managed by SO, establishes through the issuance of this RFB and subsequent signing of Attachment 1 (Form of Agreement) by the Selected Bidders and SO, a VOR arrangement listing pre-qualified Vendors eligible to provide the Deliverables, with their respective Minimum Discounts. Any Bidder entering into an Agreement, as a result of this RFB process, becomes a Vendor on this VOR arrangement.

Bidders are required to provide discounts and pricing information in the commercial section. Vendors will be expected to provide pricing during the second stage selection process by the Clients depending on their specific requirements.

The first stage selection has the following evaluation process:

1. Mandatory Criteria or Qualifying Envelope – This section consists of Yes/No questions. A bidder is expected to pass all questions in this stage in order to move to the next stage in the evaluation process.
2. Rated Criteria or Technical Envelope - This section consists of Yes/No questions and Multiple options lists. A bidder must pass the thresholds of 70% of the total overall score to qualify as a vendor for this VOR.

The rated criteria questions will have a combination of the following sections.

1. BOBI (Building Ontario Businesses Initiative) Criteria
2. Technical Criteria
3. LCNF (Limited Contract Negotiation Framework) Criteria

Only the Commercial envelopes of the bidders who qualify this section will be opened in the next section.

1. Commercial Envelope – This section is not a ranking section. The minimum discounts and pricing shared by bidders in this section will only be used in the agreements with successful bidders and not as a ranking criterion. Bidders will only be considered if they submit their minimum discounts and pricing in the attachment 1-3 along with other applicable rules of the RFB.

**Note: Bidders will be required to provide minimum discount percentages and pricing for their solutions here.**

**The second stage, referred to as Second-Stage Selection**, consists of an invitational, but competitive procurement process conducted by Clients whereby Vendors are invited by Clients to respond to Requests for Solutions (RFS) or Purchasing Document when Solutions are to be procured. Only Vendors who are selected in Stage 1 and who have entered into the Agreement with SO will be eligible to be invited by Clients to respond to an RFS or Purchasing Document.

At any Second-Stage Selection, Clients may conduct limited competitions among the Vendors they invite to determine which combination of Solutions and Pricing most closely meets their Requirements.

Vendors should note that during the Second-Stage Selection, Clients may elect to request a demonstration of proof-of-concept, which shall be provided by the Vendor.

As part of the Second-Stage Selection process, Vendors and their Personnel may be required to obtain Security Clearance by completing a Security Screening Check before any Subordinate Agreement is signed. Vendors who fail to obtain the necessary Security Clearance may not have their RFS submission considered further and may be ineligible to enter into the corresponding Subordinate Agreement.

## 1.5 LCNF Process (Limited Contract Negotiation Framework)

Successful bidders shall be offered a Limited Contract Negotiation(LCN) during contracting stages depending on the response they had provided for the LCNF criteria during Rated stages. This will commence with the Bidder(s) who qualify at the end of Stage 1 or First stage after the Commercial envelopes are opened and found to be of SO’s satisfaction.

Bidders who responded to accept the FOA (Form of Agreement) as is in the rated section shall move forward with contract execution provided they meet the terms set in the RFB. Bidders who indicated the clause(s) they would negotiate will have the opportunity to only negotiate that particular clause(s) and no other.

Please note that it is SO's sole discretion whether to further engage on negotiating the requested terms. Non-acceptance of the certain terms (e.g. privacy) may lead to the disqualification of the bidder from the RFB process.

Depending on the outcome of these negotiations to SO’s satisfaction, SO reserves the right to enter into an agreement to the successful bidders.

Prior to the scheduled commencement of the first LCN meeting, SO will notify the Bidder(s) of the SO’s intent to enter into Limited Contract negotiations.

The notification will outline the following:

* The date, time and agenda of the initial meeting;
* The attendance structure (e.g. in person, virtually or a combination);
* Maximum number of participants to the LCN meetings;
* Items subject to negotiations (based on Bidder’s response in the rated stages);
* The names and roles of SO’s representatives

**SO will impose a ten (10) business days limit on these negotiations commencing from the date of the notification.**

Please refer to the section #1.5 of Attachment #3, Terms and Conditions document for the full negotiation process.

## 1.6 Pricing and Discounts at the Second-Stage Selection Process

Vendors selected to participate in an RFS may choose to offer the Deliverables at higher Discounts than those offered in their bid.

Vendors selected to participate in an RFS shall provide the pricing for the solution depending on the specific requirements from the Clients.

Any higher Discounts and/or lower Pricing will be RFS-specific, and the Vendors will not be under any obligation to extend the same in any subsequent RFS to the same or other Clients.

All Pricing shall be quoted in Canadian dollars including all applicable duties and taxes but excluding the Harmonized Sales Tax (HST) which shall be itemized separately.

## 1.8 Vendor Refresh Process

It is SO’s intention to include a Vendor Refresh process on an annual basis that will allow SO to:

1. add new Categories as determined by SO and its Clients;
2. provide an opportunity for new vendors to bid on the Artificial Intelligence Solutions VOR Arrangement with LCNF process followed in the original RFB; and
3. provide an opportunity for existing Vendors to bid on any new Categories for which they had not been previously awarded.

Existing Vendors that bid on, and are awarded, a Category through the Refresh process will receive from SO an amendment to their Master Agreement (hereafter referred to as the Amending Agreement) to include:

a) any newly awarded Categories and applicable information identified through the Refresh process;

b) No other changes to the Master Agreement will be made. The Amending Agreement will be generated by SO and signed by SO and the Vendor.

c) The anticipated scheduling and timelines for the Annual Vendor Refresh are near the end of year one and year two of the Agreement term. These dates and any follow-up changes to them for this Refresh process are at SO’s discretion.

The SO’s intention to conduct any annual Vendor Refresh will be communicated via the Ontario Tenders Portal. The SO may, at its sole discretion, determine whether or not to exercise any or all Vendor Refreshes.

## 1.9 Catalogue Refresh Process

The VOR Arrangement will have a Catalogue Refresh process defined with a limited scope. The intended frequency of the Catalogue Refreshes will be approximately every six months within the Term of the Agreement. The process described below may be amended from time-to-time during the Term of the Agreement at the sole discretion of the SO. The SO may, at its sole discretion, determine whether or not to exercise any or all Catalogue Refreshes.

## 1.10 Catalogue Refresh

SO, at its sole discretion, will invite **only** existing Vendors to participate in any Catalogue Refresh. Should the SO elect to exercise a Catalogue Refresh, an invitation to participate will be e-mailed directly to the primary VOR arrangement Contacts on record for all existing Vendors, at least sixty (60) days before the SO-specified deadline for submitting their respective refreshed Categories. Participation in the Catalogue Refresh is not obligatory of any Vendor. However, Vendors invited to participate in a Catalogue Refresh must respond with an e-mail to the SO Representative stating whether or not they intend to participate in that Catalogue Refresh. For any Vendor that does not provide a response, the SO will assume that the respective Vendor does not intend to participate in that Catalogue Refresh.

**NOTE:** **A notice for a Catalogue Refresh will NOT be posted on the Ontario Tenders Portal (“OTP”).**

* If a Vendor chooses to not participate in a Catalogue Refresh, they will continue to provide their existing Deliverables on the same Terms and Conditions.
* Vendors proposing a new or revised Solution in a Catalogue Refresh, must submit an Attestation Form in which they confirm that the new or revised Solution will provide functionality that is equal to or exceeds the functionality provided by the existing Solution. Attestation forms will be provided by the SO upon request to the SO Representative.
* If a Vendor is proposing to add new Solutions to the Catalogue, the Catalogue Refresh will be conducted through an Attestation process as detailed in the section titled “Attestations for Catalogue Refreshes”.
* Proposed revised Solutions may be Solutions that have undergone a name change, have added functionality, been merged with another Solution, or been altered in some form without any loss to its original functionality. **The Solutions must still meet the Requirements of their respective Categories to the same or greater extent as the Solution being replaced.**
* A proposed revised, or new, Solution will be permitted only in Categories for which the Vendor was previously awarded/selected.
* Should a Solution reach end-of-life, the Vendor must have a replacement Solution, providing equal or greater functionality, available to Clients within sixty (60) days of the replacement Solution becoming commercially available.
* End-of-life changes to a Solution in the Catalogue are permitted outside of the Catalogue Refresh process.
* In the event a proposed revised or new Solution does not qualify for inclusion in the Refreshed Catalogue, Vendors will be able to continue offering the Solutions for which they had been previously selected. The SO at its sole discretion reserves the right to reject and remove any Solution(s) that it deems to be non-compliant with the Requirements of the Catalogue in which it is being included.
* The terms and conditions of the Agreement shall apply to any replacement Solution accepted by the SO through a Catalogue Refresh.
* The Vendor may increase but not decrease the Minimum Discount stipulated in its Catalogue.

## 1.11 Pricing during the Catalogue Refresh & the Second-Stage Selection Process

During any Catalogue Refresh process, and/or during the Second-Stage Selection process, the Minimum Discounts may be increased. Table 1 below sets out what information in the Catalogue may be revised, and what conditions govern such changes.

**NOTE: All Solution and Discount submitted revisions are at the respective Vendor’s sole discretion. It is not a requirement for Vendors to propose revisions.**

| **Table 1** |  |  |
| --- | --- | --- |
| Applies only to Solutions in Categories in which Vendor was already selected | Second-Stage Selection  (RFS/Purchasing Document)  **(NOTE: Proposed values apply only to the specific RFS in which they are offered.)** | Semi-Annual Catalogue Refresh (Optional Process)  (NOTE: changes, if approved, will become the new Catalogue values.) |
| Discount | Minimum Discounts in the Catalogue remain unchanged.  Discount percentages higher than, or in addition to, those in the Catalogue can be offered for a specific RFS. | Minimum Discounts can remain unchanged from those offered in the Catalogue.  Only increases, not decreases, to the Minimum Discount percentage value will be considered. If the Minimum Discount is increased, the Catalogue shall be amended accordingly. |

## 1.12 Attestations for Catalogue Refreshes

To minimize the number of documents required to be submitted by a Vendor during a Catalogue Refresh process, the SO has included an Attestation process.

Vendors who choose to participate in any Catalogue Refresh must complete an Attestation Form substantially in the form of the template provided in Attachment 5 to this RFB. By completion and submission of the Attestation Form, the Vendor will confirm that any revised or new Solution being proposed by the Vendor meets all the Requirements of the Catalogue into which it is being proposed. The Vendor shall also complete and submit updated information for the Catalogue in the same format as the one that will be created by SO and provided to Vendors after contract signing. The Attestation Form may, from time to time, be revised by SO at SO’s discretion.

## 1.13 Catalogue Refresh Summary and Timelines

The anticipated timelines for the Catalogue Refresh process are shown below. These timelines are subject to change at the SO’s discretion.

The SO’s intention to conduct any Catalogue Refresh will be communicated by e-mail directly to the Vendor’s Representative.

| **Table 2** |  |
| --- | --- |
| **Year of  Agreement Term** | **Refresh Process** |
| Midpoint and end of Year 1 | Invitation to existing Vendors only - Catalogue Refresh |
| Midpoint and end of Year 2 | Invitation to existing Vendors only - Catalogue Refresh |
| Midpoint of Year 3 | Invitation to existing Vendors only - Catalogue Refresh |

## 1.14 Agreement on Trade

Bidders should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade are subject to that Chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular tender call. For further reference please see the [Internal Trade Secretariat website](http://www.ait-aci.ca/).

## 1.15 Certificates of Insurance

Bidders are advised that if they are selected to enter into an Agreement, they are required to fulfill the insurance Requirements set out in Attachment 1 (Form of Agreement). Such insurance coverage must be maintained for the duration of the Agreement.

## 1.16 Contractor Security Clearance

The OPS has implemented a policy that requires Vendors doing business with the government of Ontario to undergo Security Screening checks.

Individuals performing work for the OPS on behalf of a Vendor will be required to participate in a Security Screening check before work can be undertaken.

Upon notification from the SO, which may be either during the procurement process or during the term of any subsequent contract, the Proponent/Supplier shall obtain one or more of the following Security Screening Checks for any person, including directors, officers, employees, agents or sub-contractor, as applicable, engaged in the performance of the services:

1. Criminal Record and Judicial Matters Check (CRJMC);
2. Vulnerable Sector Check (VSC);
3. Company Level Check;
4. Driver’s Record Check;
5. Credit Check;
6. Out-of-Country Police Certificate (US and/or International);
7. Out-of-Country Driver’s Record Check (US and/or International);
8. Any other Security Screening Check as deemed necessary by the SO at its sole discretion, on the basis of a contract risk assessment.

The Supplier shall obtain the Security Screening Checks set out above at its own cost, unless notified otherwise by CSS or SO.

If applicable, screening checks must be completed before the Supplier and the SO enter into the Agreement.

## 1.17 Ontario Provincial Police

Vendors must note that when engaging in the performance of services at any Ontario Provincial Police (OPP) site in the province of Ontario, the Vendor, its employees, agent or sub-contractors may be required to undergo and pass an OPP security clearance check upon notification by the SO and/or the Client.

**[End of Document]**