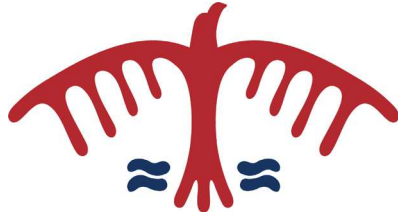




Algoma
UNIVERSITY



REQUEST FOR PROPOSALS

Shingwauk Kinoomaage Gamig and Algoma University

Program Content Development Project

“Anishinaabe School of Education”

Request for Proposals

PART 1 - PROCUREMENT BACKGROUND

| | |
|---|--|
| 1. Project Name | Anishinaabe School of Education (SKG) Program Content Development |
| 2. Contact Person Information | Dianne Roach, Director of Operations, Shingwauk Kinoomaage Gamig email: droach@shingwauku.org |
| 3. Bid Documents and Submissions | email: m.roachpine@shingwauku.org Note: Only online submissions via email will be accepted for this procurement. |
| 4. Organizations | Shingwauk Kinoomaage Gamig ("SKG") Algoma University ("AU") |
| 5. For Location(s) | Shingwauk Site, 1491 Queen Street East, Sault Ste. Marie, ON |

[End of Part 1]

PART 2 - DEFINITIONS

“Addenda” are documents that amend or provide additional information related to the Request for Proposals. Once issued, addenda become part of the Request for Proposals.

“Agreement” and “Contract” means the final agreed to document that is signed by Shingwauk Kinooamaage Gamig, Algoma University and the Proponent and effective for the duration of the supply of the goods and services by the Successful Proponent to Shingwauk Kinooamaage Gamig and Algoma University.

“Bid”, “Tender”, “Proposal”, “Quote” and “Submission” means the non-binding offer of a Proponent to provide the Deliverables in response to or in respect of this Request for Proposals.

“Canada-European Union Comprehensive Economic and Trade Agreement” (“CETA”) Proponents should note that procurements falling within the scope of Chapter 19 of the Canada-European Union Comprehensive Economic and Trade Agreement are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular acquisition. For further reference, refer to the CETA website.

“Canada Free Trade Agreement” (“CFTA”) Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular acquisition. For further reference, refer to the CFTA website.

“Deliverables” means the goods/services supplied by the Successful Proponent pursuant to the Agreement including all labour, materials, equipment, services and any other items, which the Proponent is required to provide to fulfill its obligations under the Agreement.

“FIPPA” means the Ontario *Freedom of Information and Protection of Privacy Act*.

“Litigation” means an action in the courts, an arbitration, a mediation, a legal proceeding or any other formal dispute resolution proceeding, including without limitation any civil, criminal, or administrative investigation or proceeding, bankruptcy, insolvency, arrangement, re-organization, acquisition, sale or divestiture of any business or corporation, or secured indebtedness, by or of the Proponent.

“Partnership” means the partnership between Shingwauk Kinooamaage Gamig and Algoma University

“Proponent” means any individual, firm, company or corporation submitting a Proposal in response to an RFP.

“Requirements of Law” mean all applicable Canada and Ontario requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorisations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them.

“RFP” means this Request for Proposals document and any addenda issued by Algoma University which seeks competitive offers from Proponents.

“Shall” or **“Must”** indicates a mandatory requirement that must be substantially completed and complied with for a Proposal or Quote to be considered compliant.

“Should” or **“May”** means a requirement included in a Proposal or Quote that the University will evaluate by applying judgement, in accordance with the evaluation criteria.

“Submission Deadline” is the latest date and time identified for receiving Submissions. Times are according to the North American Eastern Time Zone, and follows official Daylight Saving Time changes.

“Successful Proponent” means the Proponent awarded the final contract for this procurement.

“Total Score” means the proposal’s total points score which is calculated as follows:
Awarded Non-financial points + Presentation and/or Demonstration points + Financial points (if applicable) = Total Score.

[End of Part 2]

PART 3 - INTRODUCTIONS

3.1 Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation by Shingwauk Kinoomaage Gamig and Algoma University to prospective Proponents to submit a Proposal to assist the partners in developing the program structure and content for an undergraduate degree to be offered by the Anishinaabe School of Education into a stage that is ready for submission to relevant Ontario post-secondary quality assurance bodies and to the Ontario College of Teachers.

This exciting initiative aims to develop the initial Bachelor of Education degree(s) for an Anishinaabe School of Education that provides an immersive approach to programming rooted in land-based education, Anishinaabe culture, traditional practices, customs and language. It is envisioned that the School will eventually house four degrees/credentials: Anishinaabe Early Childhood Education (new), Anishinaabe Bachelor of Education (new) Anishinaabe Studies (existing) and Anishinaabemowin (existing). The Anishinaabe School of Education would be unique in that programming would be designed from an Anishinaabe Indigenous World view.

3.2 About Shingwauk Kinoomaage Gamig

Shingwauk Kinoomaage Gamig is an Anishinaabe post-secondary institution that has been developed by the Shingwauk Education Trust. The Shingwauk Education Trust was founded based on a vision of the Chief Shingwaukonse, which was to create a Teaching Lodge (Kinoomaage Gamig) with an overall goal of providing education to Anishinaabe students. Shingwauk Kinoomaage Gamig is one of nine Indigenous Institutes of higher learning that were legally recognized when the Indigenous Institutes Act was passed by the Ontario Legislature in December 2017.

The history and location of Shingwauk Kinoomaage Gamig, which is on the site of the former Shingwauk and Wawanosh Indian Residential Schools, is now shared with Algoma University. It provides a foundation for Shingwauk Kinoomaage Gamig to be a leader in Anishinaabe learning and the ability to engage with local and regional Anishinaabe organizations. Shingwauk Kinoomaage Gamig will preserve the integrity of Anishinaabe knowledge, understanding, and heritage to provide high quality, culture-based education in a positive, cooperative, and respectful environment to present and future generations of students.

Shingwauk Kinoomaage Gamig continues to provide and expand on the academic programs which reflect the Anishinaabe world-view and focus on the needs of Anishinaabe students and engagement of Anishinaabe communities. We will continue to offer programs distinguished by Anishinaabe ways of learning, community engagement and to know unique structure, areas of study and will promote generations of new knowledge and ways of learning.

"Our vision in creating Shingwauk Kinoomaage Gamig (University) will preserve the integrity of Anishinaabe knowledge and understanding in cooperation with society to educate the present and future generations in a positive, cooperative and respectful environment."

3.3. About Algoma University

Established in 1965 as Algoma College, Algoma University was initially an affiliate of Laurentian University in Sudbury. In 1967, Algoma College began offering classes in portable buildings located at the Cambrian College site, now the site of Sault College. Algoma University College moved into its current location, the former Shingwauk Residential School building, in 1971.

In 2008, AU was granted its charter and, with that charter, achieved full autonomous University status as Ontario's 19th University. AU now offers over 30 academic programs in a diverse range of fields through four faculties (Science, Humanities and Social Sciences, Business and Economics, and Cross-Cultural Studies).

In addition to the Sault Ste. Marie campus, AU has campuses in Brampton and Timmins, currently serving a total estimated student population of 7,000 students and 500 employees.

The Site:

With its Sault Ste. Marie campus located on the site of the former Shingwauk Indian Residential School, Algoma University offers a unique and historically rich setting for cross-cultural learning, where Anishinaabe (First Nations, Métis and Inuit), domestic, and international students and faculty learn from and with each other in a spirit of friendship and respect.

Algoma University is committed to respecting the history of its campus as a former Indian Residential School, and honouring its former students, as well as their families and communities. AU is committed to working in partnership to ensure an educational environment for all that is respectful, inclusive, and welcoming.

In 2008, the Ontario provincial government passed the Algoma University Act, which established AU as an independent degree-granting institution. The Act stipulates that the University has a Special Mission to:

1. be a teaching-oriented University that provides programs in liberal arts and sciences and professional programs, primarily at the undergraduate level, with a particular focus on the needs of Northern Ontario; and to
2. cultivate cross-cultural learning between Aboriginal communities and other communities, in keeping with the history of AU and its geographic site.

3.4 Moving Forward

Together, Shingwauk Kinooaage Gamig and Algoma University are committed to responding to the Calls to Action on education 6-17 and 62-65, specifically answering the calls to action on developing appropriate curricula (call to action 10.3), supporting faculty in the integration of Indigenous knowledge and teaching methods into classrooms (call to action 62.2), and working to develop Anishinaabe centered educational experiences through partnership.

Shingwauk Kinooaage Gamig and Algoma University are working together on several transformational efforts to advance Anishinaabe leadership, the federal and provincial priority of healing and reconciliation. We recognize that although there have been a number of national, provincial, and local initiatives aimed at correcting some of the injustices that have impacted First Nations, Métis, and Inuit (FNMI) that there is research that supports the need

to develop and deliver a land-based teacher education program that is immersed in the culture. We believe that this project will improve the standard of living and educational outcomes of teachers and students alike.

We believe that an Anishinaabe School of Education that trains teachers and early childhood educators using an Anishinaabe worldview as the foundation for its programming will give our young children the opportunity to experience a rich and immersive education in the beautiful language, culture and traditions of our people - reclaiming what was denied and oppressed to FNMI for hundreds of years. This will impact positively on our goals to help the continued efforts of rebuilding the health and well-being of our communities. This is reconciliation!

For generations, First Nation communities have suffered immensely from the Residential School systems and the impacts of sexual, physical, mental and spiritual abuse. When we look at preschoolers today, we could never imagine allowing our children to be ripped from the arms of their mothers, fathers, grandparents and community, yet residential schools and then day schools are the hard reality that most children and their families from First Nations communities have had to survive. It is heartbreaking to imagine First Nation communities without any children running and playing and contributing to a way of life and tradition that held children as the centre of their way of life. While the Residential Schools are now closed, the effects of the Residential Schools still remain as a poignant reminder that our past is a part of who we are as a Nation and it is time that Anishinaabe traditional ways of learning and teaching be re-established and integrated into the way we teach our future generations.

Many of our young children are still educated in mainstream schools in an education system grounded in a European/factory model and First Nations' communities have, for the most part, had little voice and authority in guiding the education system for their children. With the recent shift in First Nations authority in First Nations education, the Anishinaabe School of Education will prepare its graduates to lead First Nations and provincial education programs, schools and early learning programs rooted in Anishinaabe pedagogy and Anishinaabe knowledge, while exceeding provincial accreditation standards. While these programs are provincially accredited, the accreditation will be transferable and recognized nationally and internationally.

This unique approach to reconciliation in education addresses a growing need for academically and culturally prepared Anishinaabe educators from K4 - Grade 6. Indigenous and non-Indigenous educators fulfil a critical role in creating culturally safe classrooms across the province; moreover they call attention to the inequities that persist in education for Indigenous and other racialized and marginalized communities. These programs seek to address the growing need for academically and culturally prepared educators from early years to primary/junior levels.

The Anishinaabe School of Education will prepare its graduates to take on teaching and other leadership roles in First Nations Schools, provincial and federal schools, and within mainstream school boards. Its accredited and provincially recognized programs will prepare graduates for employment both on and off reserve and with diverse populations. Students will have experiential and land-based learning opportunities as they develop unique skill sets that distinguish them from other education programs. These programs are designed with

Indigenous learners in mind who have a passion for and goal of returning to their communities as educators and leaders from early childhood, immersion programming and teaching excellence.

Graduates of our programs are teachers, early childhood educators, liaison officers, policy analysts, directors, and may find employment in First Nation, rural and urban communities across Ontario and Canada (e.g., far north, First Nations, rural communities) where the recruitment and retention of educators is a huge factor in the success of students. Many First Nation communities in Canada have schools on reserve. Teacher placements (Years 1-4) could be situated in these communities. The program could be taught as an immersion program where students are learning Indigenous languages (starting with Anishinaabemowin) to develop a strong supply of language teachers to both Anishinaabe communities and mainstream society. Teachers would be trained in cross-cultural programming and would have the ability upon graduation to build experiences for learners/children rooted in Anishinaabe culture while also exceeding the provincial learning expectations.

A four-year degree program like this has not yet been developed, to our knowledge, in Ontario and Canada. Following the successful implementation of this four-year program(s), graduate programs are also considerations in this lifelong model for an Anishinaabe School of Education. We know that there is a significant shortage of language teachers as most graduates from Faculties of Education have limited exposure to Indigenous ways of life and, we believe, struggle to Indigenize curriculum for Indigenous and non-Indigenous students. The vision for this School will provide a strong base of educators (Early Childhood Educators and Primary and Junior teachers) in an immersive program that is designed to support them in their work to re-instill the importance of family, community, spirit, language and a culture that has been oppressed for so many generations.

Proponents are welcome to visit the Shingwauk Kinooomaage Gamig and Algoma University's websites to obtain general information regarding facts, programs and services.

3.5 Type of Contract for Deliverables

The selected Proponent will be requested to enter into negotiations with Shingwauk Kinooomaage Gamig and Algoma University for the provision of Part 4 - The Deliverables as further outlined in the form attached as Appendix 5 - Mandatory and Rated Requirements Questionnaire to the RFP. It is the partners' intention to enter into an Agreement based on the information provided in Appendix 3 - Form of Agreement to the RFP.

The term of the Agreement is to be for a period of up to six (6) months, with an option for the partners to extend the Agreement on the same terms and conditions for an additional term of up to two (2) months, for a total Agreement term not to exceed eight (8) months.

It is anticipated that the Agreement will be executed in January 2024.

[End of Part 3]

PART 4 - THE DELIVERABLES:

4.1 Description of Deliverables

The RFP is an invitation to submit a proposal to work with the partners to create an Anishinaabe School of Education BEd program structure and design that can be submitted to relevant quality assurance bodies of the Ministry of Education and to the Ontario College of Teachers for accreditation. To that end, Shingwauk Kinooamaage Gamig and Algoma University have developed generally:

1. a collaborative partnership agreement between the two partners;
2. a concept development framework;
3. a roadmap to implementation (e.g. academic programming components, political/government strategy, accreditation requirements);
4. and a business plan focused on sustainability.

4.1.1 Project Scope

Shingwauk Kinooamaage Gamig and Algoma University are working together to create the first Anishinaabe School of Education in Canada run by an Indigenous Institute. The School will be housed at Shingwauk Kinooamaage Gamig. The Anishinaabe School of Education will train educators using an Indigenous worldview as its program foundation. Using either a consecutive BEd or a concurrent teaching degree model (or both, pending recommendation by the consultants), the programs in this school will provide a full immersion experience to students grounded in Anishinaabe language and culture. A concurrent program would provide students with a double major or major/minor combination in accredited teacher education (BEd) combined with a BA in Anishinaabe Studies and/or Anishinaabemowin. A consecutive program would provide those who already hold a relevant undergraduate degree with an Anishinaabe grounded teaching credential.

While the first degree program to be developed will be the baccalaureate-level teaching degree, for background, broader discussions to date on program possibilities have also included the following (for clarity, these are outside the scope of this RFP and are provided for general context):

- An Early Childhood Educator program
- Certificates, specifically for educators, from a trauma-informed and strength-based approach in mental health and wellness to support the needs of learners and families in the learning environment, including behaviours related to trauma, grief and loss, substance related disorders, and childhood anxiety

Such programs would draw significantly from Anishinaabe Studies and Anishinaabemowin degree programs with opportunities for double majors, minors and specializations (land-based learning, spirituality, cultural practices, beliefs, language). These programs should provide in-depth experiential field training to Indigenous and non-Indigenous teacher and ECE candidates.

4.1.2 Project Rationale

We recognize that First Nations children are the fastest growing population in Canada. A high percentage of children have experienced intergenerational trauma as a result of the policies of assimilation, discrimination and oppression that have impacted First Nation communities for hundreds of years. We know that many First Nation children continue to be marginalized and continue to feel the effects of bias, racism and discrimination in mainstream society. At the same time, we know that Anishinaabe children have different learning styles therefore we must create different learning models that support and acknowledge Indigenous worldviews.

We know that teachers who can identify with their students in a culturally diverse way are better able to connect with them, and vice versa. Students who can identify culturally with their teachers are more apt to succeed than students who do not see themselves in the school environment as leaders, teachers, teacher assistants, custodians, secretaries, etc.

The Anishinaabe School of Education would be the first school run by an Ontario Indigenous Institute that recognizes and promotes pride in Anishinaabe identity, land-based learning and spirituality as the core to learning in a new way.

We believe that this project when fully implemented will:

- Address the current gaps for OCT Anishinaabe language teachers
- Provide a larger pool of teachers (FN Schools and mainstream schools) with expertise in Anishinaabe pedagogy, instructional and curriculum design and assessment including land-based learning rooted in Indigenous knowledge, significantly enhancing and enriching the student experience
- Improve Indigenous learner high school completion rates
- Improve outcomes for Indigenous students with Special Education needs
- Improve Indigenous direct entry to University degree study
- Improve Indigenous degree completion rates
- Set the bar as a wise practice in teacher education programs provincially, nationally, and internationally
- Serve as best practice in addressing teacher knowledge and skill base to lead, facilitate and engage with all learners, particularly those experiencing mental health challenges in the classroom, as they identify the need for learning supports
- Create culturally inclusive and safe learning environments so that students want to move to SKG and Algoma for their studies
- Address the Calls to Action in Education
- Respond to the United Nations Declaration on the Rights of Indigenous Peoples

4.1.3 Project Goals, Tasks and Deliverables

The Project Goal is for the Proponent to provide a fully developed program structure for a Bachelor of Education program (or programs) for the Anishinaabe School of Education, and support for required quality assurance approvals and program accreditation from the Ontario College of Teachers. Consultation will be required with both Shingwauk Kinooamaage Gamig and Algoma University leadership as well as school boards and First Nations regarding demand/need. The successful proponent will engage, as needed, with a circle of fluent Anishinaabemowin speakers, convened with the assistance of SKG, to gain perspective and advice concerning program design and curriculum.

The Program Content Development Project should include elements and considerations that will ensure a sustainable, successful and viable program.

Specific Deliverables include:

A. Program and Curriculum Development

Bachelor of Anishinaabe Education deliverables: Development of all elements of the BEd, including:

1. Admission requirements, including both prior education and Indigenous knowledges, whether to require Indigenous ancestry requirements.
2. Program structure and architecture: Advice about whether to develop a consecutive or concurrent program (or both), what division(s) should be targeted for the program(s) (that is, primary, junior, intermediate, senior) learning outcomes, number of credits, required courses, pre-requisites and sequencing, suggested/recommended elective courses (new courses and existing AU courses), curriculum map, progression and graduation requirements. If intermediate/senior divisions, recommendations regarding teachable subjects.
3. Evaluate and, if feasible for the viability and stability of the program, propose design of alternative pathways into the program and flexibility in program delivery (for example, certificate programs that could be recognized for credit in the degree program, initial parts of programs in communities) to give students flexibility and increase enrolment.
4. Program design compliance with certification requirements of the Ontario College of Teachers (using available flexibility to address potential barriers/opportunities for learners such as length of program, prior learning assessment, and other factors as appropriate).
5. Brief course descriptions for all proposed new courses (per Reg. 47/02).
6. Proposed grading system(s), taking into account AU and SKG standards and policies.
7. Clear articulation of Anishinaabemowin language fluency expectations and standards throughout the program, in alignment with standards developed by other organizations [see below concerning partnerships].
8. Clear articulation of how foundational Anishinaabe worldviews are embedded throughout the program.
9. Clear articulation of significant, required land-based education elements throughout the program.
10. Proposed practicum elements of the program. (Practicum must be a minimum of 80 days, usually broken up into 2-4 sessions—recommend other models if appropriate.)
11. Explore partnerships, including (MIIN [<https://www.miinojibwe.org>], Kinoomaadziwin Education Body/Anishinaabe Education System [<https://aes-keb.com/about-aes/>]).

B. Quality Assurance

Quality assurance of the programs of the School will be approved as follows:

SKG: Indigenous Advanced Education and Skills Council (IAESC)

AU: Senate-approved Institutional Quality Assurance Process (IQAP) and the Ontario Universities Council on Quality Assurance (the Quality Council).

AU has the internal capacity and processes (through its IQAP) to handle a program proposal submission; consulting services will not be required for those specific processes. Consulting services will, however, be required to develop the New Program Proposal (Concept and Full Proposal stages).

SKG will require consulting services for quality assurance proposals to IAESC.

Quality Assurance deliverables: based on the fully-developed proposed Bachelor of Anishinaabe Education:

1. Produce Program Concept Summary proposal and (once Concept approved) full New Program proposal documents for AU's internal quality assurance approvals.
2. Produce new program proposal documents as required by IAESC.

C. Accreditation by the Ontario College of Teachers

The Bachelor of Anishinaabe Education degree will require accreditation from the Ontario College of Teachers (OCT).

Once the program proposal is fully approved internally by both AU and SKG, and concurrently with their submission to the respective quality assurance bodies (the Quality Council and IAESC), consulting services will be required to develop the relevant accreditation documents for the program in accordance with the requirements of the OCT.

OCT accreditation deliverables:

1. Produce full submission package to the OCT for accreditation of the Bachelor of Anishinaabe Education degree.

4.1.4 Areas of Expertise

The Proponent should possess expertise and experience in the development of Indigenous and non-Indigenous post-secondary education programs, and in working with school boards. The Proponent should have familiarity with Anishinaabe communities/organizations, as referred to in this Part 4.

4.2 Project/Service Budget

The Proponent is expected to provide an estimated budget for this service including the HST costs.

- a. The Proponent's budget will assess the total base value/volume of work for the contract, and include the specific information set out in the appendices below.
- b. The acceptance of the successful Proponent's bid and the subsequent award of the contract contemplated by this bid document is subject to Shingwauk Kinooamaage Gamig's and Algoma University's internal approval processes and approval of external funding and/or budgets.

- c. Shingwauk Kinooomaage Gamig and Algoma University reserve the right to first consider Proposals with a total cost within their estimate of project costs. If all Proposals are over anticipated costs, Shingwauk Kinooomaage Gamig and Algoma University may negotiate with the highest-ranked Proposal(s), or cancel the procurement.

4.3 Schedule

Shingwauk Kinooomaage Gamig and Algoma University expects that this project/service will commence on or about January 15, 2024 and requires it to be substantially completed in six (6) months, no later than estimated July 15, 2024, subject to change by Shingwauk Kinooomaage Gamig and Algoma University.

4.4 Project Updates

As negotiated by the parties, the Successful Proponent will provide a written status report and an accompanying detailed invoice following the completion of each project phase to:

Dianne Roach, Director of Operations
Shingwauk Kinooomaage Gamig
Phone: 705-998-2496, Ext. 202
Email: droach@shingwauku.org

The status report will include an outline of the work completed to date, work completed since the previous status report, and a discussion of how the project is proceeding including any unanticipated difficulties. A status meeting between the SKG and Algoma University Project Team and the Proponent will occur as required, but at a minimum shall take place at each phase using technology and/or in person depending on approved budget.

4.5 Product Delivery

At a minimum, Proponent should provide:

1. All raw and analysed data, documents, plans and reports developed.
2. All data, documents, plans and submissions will be provided in a digital format suitable for reproduction purposes, and will be owned by Shingwauk Kinooomaage Gamig and Algoma University.
3. All reports, discussion papers and other submissions as required are to be provided as an electronic version.
4. A final presentation in slideshow format is required and will be presented to the partnership project team and the Shingwauk Kinooomaage Gamig Board of Directors and the President and Vice-Chancellor of Algoma University.

The Final Report and Executive Summary all products will become the property of Shingwauk Kinooomaage Gamig and Algoma University and should include one electronic version and/or one slideshow for each report.

4.6 Project Schedule Considerations

- First Phase: Completed within 1.5 month following the Contract start date;
- Second Phase: Completed 2.5 months after completion of First Phase;
- Third Phase: Completed 2 months after completion of Second Phase.

4.7 Material Disclosures

4.7.1 Insurance Coverage

The successful Proponent must maintain insurance and WSIB coverage for the contract duration, as required.

4.7.2 Accessibility for Ontarians with Disabilities Act 2005 (AODA)

The AODA aims to make Ontario accessible through the development, implementation, and enforcement of standards to identify, remove and prevent barriers for people with disabilities in key areas of daily living. As such, Algoma University and Shingwauk Kinooomaage Gamig are committed to fostering, creating and maintaining a barrier-free environment thereby providing equal rights and opportunities for all individuals.

Algoma University and Shingwauk Kinooomaage Gamig must incorporate accessibility design, criteria and features when acquiring goods, services, or facilities and have included accessibility criteria as part of the evaluation of this RFP. The Proponent's response to accessibility related questions in Appendix 5 - Mandatory and Rated Requirements Questionnaire will be scored based on the detail provided, quality and relevance.

Furthermore, the successful Proponent is required to comply with Algoma University's accessibility policies, practices and procedures, established in accordance with Ontario Regulation 429-07 (AODA), in effect during the term of the Agreement including extensions thereto, which applies to the Deliverables.

[End of Part 4]

PART 5 – EVALUATION OF PROPOSALS

5.1 Timetable and Submission Instructions

Proponents should submit their Proposals according to the following timetable and instructions.

5.2 Timetable

| | |
|---|--|
| Issue Date of RFP | Monday, October 30, 2023 |
| Deadline for Questions | Tuesday, November 7, 2023 by 3:00 p.m. |
| Deadline for SKG and AU's Response to Questions | Monday, November 13, 2023 by 3:00 p.m. |
| Deadline for Issuing Addenda | Friday, November 17, 2023 |
| Submission Date and Time | Monday, December 11, 2023 by 4:00:00 p.m. |
| Notification to Successful Proponent | Expected: late December 2023 |

All times noted are Eastern Time Zone. The RFP timetable is tentative only and may be changed by Shingwauk Kinooomaage Gamig and Algoma University at any time. All times are according to the Contact Person's computer clock.

5.3 Submission of Proposals

Proposals will be accepted via email, addressed to the Contact Person only (refer to Part 1- section 3).

Proposal hardcopies will NOT be accepted.

A) Requested Files:

Proponent should organize its submission into the following individual files:

Appendix 1 - Submission Form

Appendix 2 - Rate Bid Form ** (and optional supporting quotation)

Appendix 3 - Form of Agreement

Appendix 4 - Reference Form

Appendix 5 - Mandatory and Rated Requirements Questionnaire (and optional supporting documentation)

Note: Each file has a maximum size of 1GB. Proponent is responsible to ensure that each file meets this requirement.

B) Important Notes:

Proponents must not embed any documents within its uploaded files as they will not be accessible or evaluated.

Emailing large documents may take significant time, depending on the size of the file(s) and your Internet connection speed. Allocate sufficient time for all uploads to complete prior to the closing time, Proponent should not wait until the last minute to email its Proposal files.

C) Technical Support:

For technical questions, the Proponent should email the Contact Person only (refer to Part 1 - section 3.).

5.4 Proposals Should Be Submitted on Time at Prescribed Location

Proponent should submit its Proposal in the method set out in section 5.3 on or before the Submission Date.

Proposals received after the specified submission date and time will be rejected. For purposes of this RFP, the date and time on the Contact Person's (refer to Part 1 - section 3.) computer will apply only.

5.5 Withdrawing Proposals

At any time prior to the submission deadline, a Proponent may withdraw a submitted Proposal by un-submitting their submission by emailing the Contact Person (refer to Part 1 - section 3.). If a Proponent decides to send a new Proposal, it must be submitted before the submission deadline. The latest Proposal received by the Contact Person (refer to Part 1 - section 3.) will supersede all others.

5.6 Stages of Proposal Evaluation

Shingwauk Kinoomaage Gamig and Algoma University will conduct the evaluation of Proposals in the following three (3) stages:

5.6.1 Stage I - Mandatory Requirements

Stage I will consist of a review to determine which Proposals comply with all of the Mandatory Requirements, if applicable. Proponent must answer 'YES' to all of these requirements in order to proceed to Stage II.

5.6.2 Stage II - Rated Requirements

Stage II will consist of scoring the Rated Requirements by the SKG and Algoma University evaluation team of each qualified Proposal on the basis of the rated criteria. SKG and Algoma University reserves the right to short-list Proponents in this stage. A Proponent must score a minimum of 60% in this Stage in order to be considered for advancement to Stage III. A maximum of three (3) of the highest scoring Proposals from Stage II will advance to Stage III. If the 4th place Proposal (if applicable) is within one (1) point of the 3rd place Proposal, then the 4th place Proposal will also move on to Stage III.

5.6.3 Stage III - Pricing

Stage III will consist of a scoring of the Rate Bid Form pricing submitted for the top three (3) highest scoring Proposals from Stage II, aside from the 4th place Proposal consideration. The evaluation of price will be undertaken separately and after the evaluation of the Stage I and Stage II have been completed.

5.6.4 Stage IV - Cumulative Total Score

At the conclusion of Stage III, all scores from Stage II and Stage III will be added to determine the Total Score for each Proponent. The highest Total Score Proponent will be selected as the Successful Proponent.

5.7 Rated Criteria

Proponents that “Pass” Stage I - Specific Requirements will move on to Stage II. Proponents that do not “pass” (answer “yes” to all criteria) will not move on to Stage II.

The following is an overview of the categories and weighting for the rated criteria to be used in Stages II and III of the RFP. Proponents who do not meet a minimum total rated score of 60% in Stage II will not be considered to proceed to Stage III of the evaluation process.

A maximum of three (3) of the highest scoring Proposals from Stage II will advance to Stage III. If the 4th place Proposal (if applicable) is within one (1) point of the 3rd place Proposal, then the 4th place Proposal will also move on to Stage III.

All vendors that are considered for Stage III will move on to Stage IV.

| Rated Criteria Category | Weighting (Points) |
|---|--------------------|
| Stage II: Rated Requirements | 75 |
| A. Experience and Qualifications of the Company | 15 |
| B. Expertise of Lead and Team Members | 10 |
| C. Approach and Methodology | 40 |

| | |
|--|------------|
| D. Risk Assessment Plan | 2 |
| E. Value Added Incentives/ Ideas | 5 |
| F. Accessibility (AODA) and Sustainability | 3 |
| Stage III: Rate Bid Submission | 25 |
| Total Points | 100 |

5.8 Evaluation of Rated Criteria

The following sections outline the Evaluation process for this RFP.

5.8.1 Evaluation Committee

An evaluation committee will be used to evaluate all qualified submissions. The evaluation committee will independently review and score each criteria comparatively to one another based on a 0-5 Rating Scale as described below.

| Score | Description of Score |
|-------|---|
| 0 | Represents that the item being evaluated was not addressed in the Proposal. |
| 1 | Represents that the item being evaluated does not meet the requirements and there are significant deficiencies which are deemed not correctable, or there are significant elements missing from the response. |
| 2 | Represents that the item being evaluated does not meet the requirements and there were some missing elements to the response. |
| 3 | Represents that the item being evaluated meets most requirements, but there are some deficiencies that are deemed correctable. |
| 4 | Represents that the item being evaluated meets all requirements, with few or minor deficiencies. |
| 5 | Represents that the item being evaluated is an excellent response which addresses all of AU's requirements with no deficiencies. |

Once each evaluation team member has individually scored each Proposal, their scores will be sent to the Contact Person. The evaluation team will meet with the Contact Person to determine consensus scores for each Proposal.

5.8.2 Completion of the Mandatory and Rated Requirements Questionnaire (Appendix 5/Stage II)

Proponent should provide a response to all questions outlined in Appendix 5 Mandatory and Rated Requirements Questionnaire. Submissions will be scored by the evaluation team members based on their detail, quality and relevance to the required goods/services.

5.8.3 Evaluation of Rate Bid Form - Pricing (Appendix 2/Stage III)

Proponents should review and complete Appendix 2 – Rate Bid Form. Pricing should be submitted in Canadian dollars plus HST. If another currency is used, then the Bank of Canada noon exchange rate on the day of submission will be used to convert the submitted price into Canadian dollars.

Pricing will be scored based on a relative pricing formula using the rates set out in the Rate Bid Form.

Each Proponent will receive a percentage of the total possible points allocated to pricing for the particular category it has bid on by dividing that Proponent’s price for that category into the lowest bid price in that category. For example, if a Proponent bids \$120.00 for a particular category and that is the lowest bid price in that category, that Proponent receives 100% of the possible points for that category (120/120 x Available Points = 100%). A Proponent who bids \$150.00 receives 80% of the possible points for that category (120/150 x Available Points = 80%), and a Proponent who bids \$240.00 receives 50% of the possible points for that category (120/240 x Available Points = 50%).

For example:

Lowest rate

----- X Total Available Points = Pricing Points Score for Proposal with Second-lowest rate

Second-lowest rate

5.8.4 Cumulative Total Score and Selection of Highest Scoring Proponent (Stage IV)

At the conclusion of Stage III, all qualified scores from Stage II and Stage III will be added and the highest scoring Proponent will be selected as the Successful Proponent, pending the full execution of the Agreement.

Upon a pass of the required reference verification, the Successful Proponent will be invited to enter into contract negotiations in accordance with Appendix 6 – Terms and Conditions of the RFP process. If the highest ranking Proponent does not pass the reference verification, as agreed to by the evaluation team, the next highest ranking Proponent will enter into the same process, and so on, until all eligible Proponents are exhausted.

5.8.5 Pre-Award Clarification

There may be a pre-award clarification meeting with the highest ranked Proponent to clarify any issues or risks, confirm that their proposal is accurate, and that their solution meets or exceeds the specifications and Shingwauk Kinooaage Gamig's and Algoma University's requirements.

The pre-award clarification is carried out prior to the signing of a contract. SKG and Algoma University's objective is to reduce risks, have the project completed on time, without any cost increases, and with high customer satisfaction. It is the Proponent's responsibility to ensure that they understand SKG and Algoma University's specifications and requirements.

The Proponent will not be permitted to modify its proposal unless through mutual negotiations with SKG and Algoma University (in which case the new proposal becomes binding). Shingwauk Kinooaage Gamig and Algoma University in their sole discretion shall determine whether the solution meets or exceeds the specifications and requirements.

5.8.6 Negotiations

The Successful Proponent is the proposal with the highest cumulative Total Score from the evaluation. The Successful Proponent will be invited to contract negotiations.

If the Successful Proponent, SKG and Algoma University do not enter into an Agreement within 30 days, SKG and Algoma University reserves the right to extend the negotiation period or reject the Successful Proponent's Submission and begin negotiations with the next-highest cumulative Total Score Proponent, or to cancel the RFP. This 30-day period shall apply to subsequent Proponent negotiations.

6. Mandatory Requirements

6.1 Submission

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a Proponent should not make any changes to any of the forms. Proponents submitting Proposals that do not meet the mandatory requirements will be provided an opportunity prior to the rectification date to rectify deficiencies identified in the Rectification Process.

6.1.2 Submission Form (Appendix 1)

Each Proposal should include a Submission Form completed and signed by an authorized representative of the Proponent.

6.1.3 Rate Bid Form (Appendix 2)

Each Proponent must include a completed Rate Bid Form according to the instructions contained in Appendix 2 and any related form(s).

6.1.4 Form of Agreement (Appendix 3)

Each Proponent should provide a copy of its standard contract for Algoma University's consideration as per Appendix 3 instructions.

6.1.5 Reference Form (Appendix 4)

Each Proponent should complete the Reference Form and include it with their Proposal.

6.1.6 Mandatory and Rated Requirements Questionnaire (Appendix 5)

Each Proponent must complete the **Mandatory and Rated Requirements** and include it with their Proposal. Questionnaires are evaluated comparatively based on the responses provided. Proponents should provide complete answers to questions within their questionnaire. Supporting documentation referenced by the Proponent in their questionnaire will not be evaluated. Submissions of the completed questionnaire file must be in Excel only.

6.1.7 Rectification Process

The rectification process will be limited to only allowing rectification of the following components of a Proponent's Proposal:

- a. Appendix 1 – Signature and Proponent Information
- b. Appendix 3 - Proponent Agreement
- c. Appendix 4 - Reference Information

Proposals satisfying the mandatory requirements before the rectification date will proceed to Stage I Specific Requirements. Proposals failing to satisfy the mandatory requirements will be excluded from further consideration.

[End of Part 5]

**APPENDIX 1
SUBMISSION FORM**

1. Proponent Information

| | |
|---|---|
| Proponent should complete the following form, and name one person to be the contact person for the RFP response and for any clarifications or amendments that might be necessary. | |
| Full Legal Name of Proponent: | <i>[enter Proponent response here]</i> |
| Any Other Relevant Name under Which the Proponent Conducts Business: | <i>[enter Proponent response here]</i> |
| Main Office Address: | <i>[enter Proponent response here]</i> |
| City, Province/State, Country: | <i>[enter Proponent response here]</i> |
| Postal Code/Zip Code: | <i>[enter Proponent response here]</i> |
| Company Phone Number: | <i>[enter Proponent response here]</i> |
| Fax Number: | <i>[enter Proponent response here]</i> |
| Company Website (If Any): | <i>[enter Proponent response here]</i> |
| RFP Contact Person and Title: | <i>[enter Proponent response here]</i> |
| RFP Contact Phone Number: | <i>[enter Proponent response here]</i> |
| RFP Contact Facsimile: | <i>[enter Proponent response here]</i> |
| RFP Contact Email: | <i>[enter Proponent response here]</i> |
| With respect to the Excise Tax Act, we are either: | |
| (i) a Harmonized Sales Tax registrant for purposes of the Excise Tax Act and our HST registration number is: | <i>[enter Proponent response here] or</i> |

| | |
|--|--|
| (ii) not a HST registrant for the purposes of the Excise Tax Act. | <i>[enter Proponent response here]</i> |
| Canada Revenue Agency Registered Business Name, if different from above: | <i>[enter Proponent response here]</i> |
| WSIB Clearance Certificate Number, if applicable. | <i>[enter Proponent response here]</i> |

2. Acknowledgment of Non-binding Procurement Process

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

3. Ability to Provide Deliverables

The Proponent has carefully examined this RFP and has a clear understanding of the Deliverables required. The Proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the pricing set out below and has provided a list of any subcontractors to be used to complete the proposed contract.

4. Non-binding Price Estimates

The Proponent has submitted its rates in accordance with the instructions in the RFP and in the Rate Bid Form set out in Appendix 2. The Proponent confirms that the pricing information provided is accurate. The Proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

The Proponent acknowledges that the pricing includes all applicable services, duties and taxes except HST, which should be itemized separately, all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to Algoma University, all costs of installation and set-up, including any pre-delivery inspection charges and all other overhead, including any fees or other charges according to the Requirements of Law. Value add services should be detailed separately in this section.

As per CFTA and CETA, Proponents should note that the value of the successful bid(s) may be posted in a public award notice by Shingwauk Kinooomaage Gamig and Algoma University.

5. Acknowledgement of Terms of Reference and Governing Law

The Proponent acknowledges that this RFP process will be governed by the specific Terms of Reference and Governing Law set out in Appendix 6 - Terms and Conditions of the RFP Process, and that, among other things, the Requirements of Law confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until Shingwauk Kinooamaage Gamig and Algoma University accept the Proponent's Proposal with the execution of a written agreement.

6. Addenda

The Proponent is deemed to have read and accepted all Addenda issued by Shingwauk Kinooamaage Gamig and Algoma University prior to the Submission Deadline for issuing Addenda. The onus remains on Proponent to make any necessary amendments to their Proposal based on the Addenda. **The Proponent is requested to confirm that it has received all Addenda by listing the Addenda numbers or, if no Addenda were issued, by writing the word "None" on the following line: _____.** Proponents who fail to complete this section will be deemed to have received all posted addenda.

7. Confidential Information of Proponent

A Proponent should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by Shingwauk Kinooamaage Gamig and Algoma University. The confidentiality of such information will be maintained by both institutions, except as otherwise required according to the Requirements of Law or by order of a court or tribunal. Proponents are advised that their Proposals will, as necessary, be disclosed on a confidential basis, to SKG and Algoma University's advisers retained for the purpose of evaluating or participating in the evaluation of their Proposals. If a Proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the Shingwauk Kinooamaage Gamig Contact Person.

8. Conflict of Interest

Prior to completing this portion of the Submission Form, Proponent should refer to the following definition of Conflict of Interest:

"Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the bidding process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, information in the preparation of its quotation that is confidential and not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process, or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or

- (b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the Proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

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

Otherwise, if the statement below applies, check the box and provide a response:

- The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.
- If the Proponent declares an actual or potential Conflict of Interest by marking the box above, the Proponent must set out below details of the actual or potential Conflict of Interest:

Also, Proponent is to confirm that the following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of this RFP Proposal; **AND** (b) were employees of Shingwauk Kinooamaage Gamig or Algoma University and have ceased that employment within twelve (12) months prior to the submission deadline:

| |
|----------------------------|
| Name of Individual: |
| Job Classification: |

| |
|--|
| Department: |
| Last Date of Employment with SKG or Algoma University: |
| Name of Last Supervisor with SKG or Algoma University: |
| Brief Description of Individual's Job Functions: |
| Brief Description of Nature of Individual's Participation in the Preparation of the Submission: |

Note: Repeat above for each identified individual.

9. Accessibility for Ontarians with Disabilities Act 2005 (AODA)

The AODA aims to make Ontario accessible through the development, implementation, and enforcement of standards to identify, remove and prevent barriers for people with disabilities in key areas of daily living. As such, SKG and Algoma University are committed to fostering, creating and maintaining a barrier-free environment thereby providing equal rights and opportunities for all individuals.

Algoma University must incorporate accessibility design, criteria and features when acquiring goods, services, or facilities and may have included accessibility criteria as part of the evaluation of this RFP. The Proponent's response to accessibility related questions will be scored based on the detail provided, quality and relevance.

Furthermore, the successful Proponent is required to comply with SKG and Algoma University's accessibility policies, practices and procedures, established in accordance with Ontario Regulation 429-07 (AODA), in effect during the term of the Agreement including extensions thereto, which applies to the Deliverables.

Proponents are encouraged to review AODA regulations on their website and the Algoma University website.

All suppliers who provide goods, services or facilities at, or on behalf of, Algoma University and who will be working with students, staff, faculty, visitors and other third parties (the public) are required:

- to ensure that training on the requirements of the accessibility standards are provided to those of its employees who will be working with the public at or on behalf of Algoma University and who participate in developing the Proponent's policies, practices or procedures;

- to keep records of such training;
- to provide such records when required by Algoma University.

10. Legislated Safety Regulations

The Successful Proponent shall be in compliance with the Occupational Health and Safety Act of Ontario and its regulations, as required. The Successful Proponent shall ensure that all operators and vehicles used on Algoma University properties meet the legislated requirements for protective devices, clothing and other related items.

11. Value Added Services

The purpose of the value added services is to provide the Proponent with an opportunity to identify any value add options or ideas that may benefit SKG and Algoma University as outlined in Appendix 5 Mandatory and Rated Requirements Questionnaire. Value add ideas must **NOT** be included in the base fee of the cost Proposal, specify in a separate section. The potential impacts to cost and duration should only be listed in Appendix 2 Rate Bid Form. Prior to award, SKG and Algoma University will decide whether or not the value added items will be accepted or rejected.

12. Smoking Policy

Algoma University and SKG campuses are completely smoke free, supporting a healthier, cleaner campus environment. All contractors, workers, consultants and others who visit SKG and Algoma University campuses must be aware of this smoke-free environment policy and will be required to move off campus to city-owned property to smoke or vape.

13. WSIB

The Successful Proponent must supply the following:

A current Certificate of Clearance from The Workplace Safety and Insurance Board (WSIB) or equivalent, as required.

- Evidence of compliance with the requirements of the Province or Territory of their place of business with respect to workers compensation insurance.
- All certificates of Insurance and WSIB must clearly state the RFP number and Algoma University and Shingwauk Kinoomaage's names on the documents.

The Successful Proponent is responsible for the following:

- Ensuring that all subcontractors obtain all the necessary and appropriate insurance as stated above.
- Out-of-province contractors are not exempt from having to register and must comply with the requirements of the Workplace Safety and Insurance Board.
- Prior to commencing work, out-of-province contractors not required to be registered in Ontario shall provide:
 - written confirmation from the Workplace Safety and Insurance Board stating the contractor is not required to be registered in Ontario, and

- evidence of compliance with the requirements of the province or territory of their place of business with respect to workers compensation insurance.

14. Insurance

The successful Proponents should supply written proof with the Proposal of the following insurance coverages at minimum, as applicable:

- From the Broker of commercial liability insurance, coverage of a minimum of \$5 million per occurrence and SKG and Algoma University, its Board of Governors, trustees, officers, employees and agents named as Additional Insureds. Such provision shall apply in proportion to and to the extent of the negligent acts or omissions of the non-University party or any person or persons under the non-University parties' direct supervision and control. The liability insurance should include personal injury and property damage, non-owned automobile liability, owners and contractors' protective coverage and contractual liability coverage.
- From the Broker of automobile liability insurance, coverage of a minimum of \$2 million per occurrence for liability arising at law for damages caused by reason of bodily injury (including death) or damage to property by employees or subcontractors.
- From the Broker of professional liability insurance, coverage of a minimum of \$2 million per occurrence for related liability by employees or subcontractors.
- Provide thirty (30) days advance written notice to SKG and Algoma University of any modification, change, or cancellation of any of the required insurance coverage.
- The Proponent agrees that, upon request, the Proponent shall provide Shingwauk Kinoomaage Gamig and Algoma University with additional information from each individual identified above.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent

Executed under the seal shown below, with the intent that such execution take effect as a deed.

APPENDIX 2

RATE BID FORM

Algoma University and Shingwauk Kinooamaage Gamig requires all fees/costs associated with implementing and servicing this contract to be identified in the Appendix 2 - Rate Bid Form, attached as a separate Excel document, housed in the same location as this RFP. Specific fees are required and should be included as applicable.

Prices should be in Canadian Funds and exclusive of Harmonized Sales Tax (HST).

Supplier should not make alterations to the attached Appendix 2 - Rate Bid Form file.

Submission of the completed attached Appendix 2 - Rate Bid Form file must be in Excel only as a separate file.

As per CFTA and CETA, Suppliers should note that the value of the successful bid(s) may be posted in a public award notice.

APPENDIX 3

FORM OF AGREEMENT

Proponent should include a copy of its form of agreement as Appendix 3 - Form of Agreement. SKG and Algoma University will consider a Proponent's form of agreement. If the Proponent's form of agreement is not substantially acceptable, SKG and Algoma University will provide a form of agreement for the Successful Proponent's consideration. If the Successful Proponent cannot accept Algoma University's form of agreement, then SKG and Algoma University may disqualify the Successful Proponent's Proposal.

SKG and Algoma University acknowledge the need to add detailed requirements to the form of agreement.

APPENDIX 4

REFERENCE FORM

Proponents should provide three relevant customer references, including contact name, role, telephone number/email address and description of completed project(s) for service verification. The project(s) should be of a similar scope and size as identified in this RFP and ideally from an educational institution, in operation for minimum one year. References should not be from SKG or Algoma University.

References will not be evaluated by SKG and Algoma University.

Reference #1

| | |
|--|--|
| Company Name: | |
| Company Address: | |
| Contact Name: | |
| Contact Telephone Number: | |
| Date Range for Work Undertaken: | |
| Nature of Assignment: | |
| Email address: | |

Reference #2

| | |
|--|--|
| Company Name: | |
| Company Address: | |
| Contact Name: | |
| Contact Telephone Number: | |
| Date Range for Work Undertaken: | |

| | |
|------------------------------|--|
| Nature of Assignment: | |
| Email address: | |

Reference #3

| | |
|--|--|
| Company Name: | |
| Company Address: | |
| Contact Name: | |
| Contact Telephone Number: | |
| Date Range for Work Undertaken: | |
| Nature of Assignment: | |
| Email address: | |

APPENDIX 5
MANDATORY AND RATED REQUIREMENTS QUESTIONNAIRE

Proponent should provide answers for each question/statement listed within Appendix 5 - Mandatory and Rated Requirements Questionnaire, attached as a separate Excel questionnaire document, housed in the same location as this RFP. Proponents should describe in detail their solution and indicate their capability to deliver the requirements.

Questionnaires are evaluated based on the responses provided. Proponents should provide complete answers to questions within their questionnaire. Supporting documentation referenced by the Proponent in their questionnaire will not be evaluated, however, the Proponent may include supporting documentation (separate attached file preferred) if it is deemed critical to the Proposal.

Proponents must not make alterations to the file. Submission of completed questionnaire file must be in Excel only as a separate file.

Proponents: Please note that responses to questions from the Questionnaire may take a significant amount of time to prepare.

APPENDIX 6

TERMS AND CONDITIONS OF THE RFP PROCESS

6.1 General Information and Instructions

6.1.1 Proponents Should Follow Instructions

The Proponent should structure their Proposal in accordance with the instructions in the RFP. Where information is requested in the RFP, any response made in a Proposal should reference the applicable section number(s) of the RFP where that request was listed.

6.1.2 Communicating of all RFP documents and Addenda

SKG and Algoma University will issue an RFP via email “invitation” competition to specific Proponents or by “open” competition to the MERX (MERX.com) website, for the following activities:

- To post the RFP
- To issue any associated Addenda

6.1.3 Proposals Written in English Language

All Proposals are to be written in the English language only unless otherwise requested by Algoma University.

6.1.4 SKG and Algoma University’s Information in RFP Only an Estimate

SKG and Algoma University makes no representation, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of Addenda. Any quantities shown or data contained in the RFP or provided by way of Addenda are estimates only and are for the sole purpose of indicating to Proponents the general size of the work. It is the Proponent’s responsibility to avail itself of all the necessary information to prepare a Proposal in response to the RFP.

6.1.5 Proponents Responsible For Their Own Costs

The 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.

6.2 Communication after RFP Issued

6.2.1 Proponents to Review RFP

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

- (a) shall report any errors, omissions or ambiguities
- (b) may direct questions or seek additional information on or before the Submission Deadline for questions by asking questions in the question and answer section.

SKG and Algoma University shall respond to all questions for “invitation” competitions by email to the Proponent Contact Person listed in its Proposal or for “open” competitions posting the answers on MERX for all Proponents to download. Business and personal names will not be disclosed to other Proponents. It is the responsibility of the Proponent to

seek clarification from the SKG Contact Person on any matter it considers to be unclear. SKG and Algoma University shall not be responsible for any misunderstanding on the part of the Proponent concerning the RFP or its process. No such communications are to be directed to anyone other than the Algoma University Contact Person. SKG and Algoma University are under no obligation to provide additional information

6.2.2 Form of the Agreement

For a Proponent provided Appendix 3 - Form of Agreement, the contract between SKG and Algoma University and the Proponent will be negotiated and finalized using the form of agreement as outlined in Appendix 3 - Form of Agreement. SKG and Algoma University acknowledges the need to add transaction-specific particulars to Appendix 3. For an SKG and Algoma University provided Appendix 3 - Form of Agreement, Proponents wishing to seek variations to this form of agreement are required to submit such variations as a question during the question and answer period.

Upon the receipt of such question(s), Algoma University will advise whether it is willing to accept the proposed variation or a variation of such variation(s), resulting in an amendment to the Appendix 3 - Form of Agreement.

A Proposal submitted with conditions, options, variations or contingent statements to the terms set out in Appendix 3 - Form of Agreement, either as part of its Proposal or after receiving notice of selection, may be disqualified.

6.2.3 Addenda

The RFP may be amended only by an addendum in accordance with this section. If SKG and Algoma University, for any reason, determine that it is necessary to provide additional information relating to the RFP, such information will be communicated to all Proponents by addenda. Each addendum forms an integral part of the RFP. Such addenda may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by SKG and Algoma University. In the Submission Form (Appendix 1), Proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

6.2.4 Post-Deadline Addenda and Extension of Submission Date

If any addendum is issued after the deadline for issuing addenda, SKG and Algoma University may at its discretion extend the submission date for a reasonable amount of time.

6.2.5 Verify, Clarify and Supplement

When evaluating responses, SKG and Algoma University may request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's Proposal. SKG and Algoma University may revisit and re-evaluate the Proponent's response or ranking on the basis of any such information.

6.2.6 No Incorporation by Reference

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

6.2.7 Proposals Retained by Shingwauk Kinoomaage Gamig and Algoma University

Shingwauk Kinoomaage Gamig and Algoma University will not return the Proposal or any accompanying documentation submitted by a Proponent.

6.3 Negotiations, Notification and Debriefing

6.3.1 Selection of Top-Ranked Proponent

The top-ranked Proponent, as established under Part 3 – Evaluation of Proposals, will receive a written invitation to enter into contract negotiations with Algoma University and SKG. Algoma University and SKG anticipate that we will select a Proponent within one hundred and twenty (120) days of the Proposal submission deadline. Notice of selection by SKG and Algoma University to the preferred Proponent will be in writing. The preferred Proponent shall execute the Agreement in the form outlined in Appendix 3 and satisfy any other applicable conditions of this RFP within sixty (60) days of notice of selection. This provision is solely to the benefit of SKG and Algoma University and may be waived by SKG and Algoma University at its sole discretion.

6.3.2 Timeframe for Negotiations

Shingwauk Kinoomaage Gamig and Algoma University intend to conclude negotiations within thirty (30) days commencing from the date SKG and Algoma University invites the top-ranked Proponent to enter negotiations. A Proponent invited to enter into contract negotiations should be prepared to provide requested information in a timely fashion and conduct negotiations expeditiously.

6.3.3 Process Rules for Negotiations

Any negotiations will be subject to the process rules contained in this Appendix 6 - Terms and Conditions of RFP Process and the Submission Form (Appendix 1) and will not constitute a legally binding offer to enter into a contract on the part of SKG and Algoma University or the Proponent. Negotiations may include requests by SKG and Algoma University for supplementary information from the Proponent to verify, clarify or supplement the information provided in its Proposal or to confirm the conclusions reached in the evaluation, and may include requests by SKG and Algoma University for improved pricing from the Proponent.

6.3.4 Failure to Enter Into Agreement

Proponents should note that if the parties cannot execute a contract within the allotted (30) days, SKG and Algoma University may invite the next-best-ranked Proponent to enter into negotiations. This provision is solely to the benefit of Shingwauk Kinoomaage Gamig and Algoma University and may be waived by SKG and Algoma University at its sole discretion. In accordance with the process rules in Appendix 6 – Terms and Conditions of RFP Process and the Submission Form (Appendix 1), there will be no legally binding relationship created with any Proponent prior to the execution of a written Agreement.

With a view to expediting contract formalization, at the midway point of the above-noted timeframe, Shingwauk Kinooomaage Gamig and Algoma University may elect to initiate concurrent negotiations with the next-best-ranked Proponent. Once the above-noted timeframe lapses, SKG and Algoma University may discontinue further negotiations with that particular Proponent. This process shall continue until a contract is formalized, until there are no more Proponents remaining that are eligible for negotiations or until SKG and Algoma University elects to cancel the RFP process.

6.3.5 Notification to Other Proponents

Other Proponents that may become eligible for contract negotiations will be notified at the commencement of the negotiation process. Once a contract is executed between Shingwauk Kinooomaage Gamig and Algoma University and a Proponent, the other Proponents may be notified in writing and shall be notified in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the contract.

6.3.6 Debriefing

Proponents may request a debriefing after the notification of award. All requests must be in writing to the Shingwauk Kinooomaage Gamig Contact Person and must be made within sixty (60) days of notification of award. The intent of the debriefing information session is to aid the Proponent in presenting a better Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

6.3.7 Dispute Procedure

Shingwauk Kinooomaage Gamig and Algoma University are committed to procurement processes that are open, fair, and transparent. The bid dispute process ensures that procurement complaints are addressed and resolved fairly, quickly and efficiently.

The Question and Response to Questions sections or vendor debriefing meeting of the procurement process should be the first step before raising a complaint. In addition, before initiating a complaint, vendors must raise their concerns with the designated procurement contact (outlined in section 3.) in an attempt to resolve the issue.

Any Proponent that wishes to challenge a decision or process made by Shingwauk Kinooomaage Gamig and Algoma University is required to provide a written complaint to the Director, Finance and Operations. This person will distribute accordingly to the appropriate staff to respond. The Director, Finance and Operations shall respond to the complaint within ten working days.

In the event the Proponent is not satisfied with the response provided, they can request a meeting with the Interim Administrator of SKG or the Vice President, Finance and Operations of Algoma University. The Proponent's request shall be in writing and shall provide a detailed statement of the grounds of the complaint, including copies of relevant documents, and identify the form of resolution requested.

If no resolution satisfactory to both parties has been achieved, the Proponent will have three business days from the date of the meeting with the Interim Administrator of SKG or the Vice-President, Finance and Operations of AU to make a formal written request to meet with the President of Algoma University regarding the complaint. The President of Algoma

University will make the final decision regarding the complaint, which decision will be made in writing.

6.4 Prohibited Communications and Confidential Information

6.4.1 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 Form (Appendix 1). For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix 1).

6.4.2 Proponent Not to Communicate with Media

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

6.4.3 Confidential Information of University

All information provided by or obtained from SKG or Algoma University in any form in connection with the RFP either before or after the issuance of the RFP:

- (a) is the sole property of SKG and Algoma University and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to the RFP and the performance of any subsequent contract;
- (c) must not be disclosed without prior written authorization from SKG and Algoma University;
- (d) shall be returned by the Proponents to SKG and Algoma University immediately upon the request of SKG;

6.4.4 Confidential Information of Proponent

A Proponent should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by SKG and Algoma University. The confidentiality of such information will be maintained by Algoma University, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their Proposals will, as necessary, be disclosed on a confidential basis, to SKG and Algoma University's advisers retained for the purpose of evaluating or participating in the evaluation of their Proposals. If a Proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the SKG Contact person.

6.5 Procurement Process Non-binding

6.5.1 No Contract A and No Claims

The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the Requirements of Law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the 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 SKG or Algoma University shall have the right to make any breach of

contract, tort or other claims against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.

6.5.2 No Contract until Execution of Written Agreement

The RFP process is intended to identify prospective Proponents for the purposes of negotiating potential Agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and SKG and Algoma University by the RFP process until the successful negotiation and execution of a written Agreement for the acquisition of such goods and/or services.

6.5.3 Non-binding Price Estimates

While the pricing information provided in responses will be non-binding prior to the execution of a written Agreement, such information will be assessed during the evaluation of the responses and the ranking of the Proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

6.5.4 Disqualification for Misrepresentation

SKG and Algoma University may disqualify the Proponent or rescind a contract subsequently entered if the Proponent's response contains misrepresentations or any other inaccurate, misleading or incomplete information.

6.5.5 References and Past Performance

SKG and Algoma University's evaluation may include information provided by the Proponent's references and may also consider the Proponent's past performance on previous contracts with SKG and Algoma University or other institutions.

6.5.6 Inappropriate Conduct

SKG and Algoma University may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following: (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the supplier to honour its pricing or other commitments made in its Proposal; or (c) any other conduct, situation or circumstance, as solely determined by SKG and Algoma University, which constitutes a conflict of interest. For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix 1).

6.6.1 Governing Law

The terms and conditions in this Appendix 6 – Terms and Conditions of 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 parties to engage in pre-contractual discussions in accordance with the common law and the Requirements of Law governing direct commercial negotiations); and (c) are to be governed

by and construed in accordance with the laws of the Province of Ontario within which Algoma University is located and the federal laws of Canada applicable therein.

6.6.2 No Liability

A Proponent should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by SKG and Algoma University. The confidentiality of such information will be maintained by SKG and Algoma University, except as otherwise required by the Requirements of Law or by order of a court or tribunal. Proponents are advised that their Proposals will, as necessary, be disclosed on a confidential basis, to SKG and Algoma University's advisers retained for the purpose of evaluating or participating in the evaluation of their Proposals. If a Proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the SKG Contact person.

6.6.3 Right to Cancel

SKG and Algoma University are under no obligation to award any contract in whole or in part, and SKG and Algoma University reserves the right to cancel or amend this Request for Proposals process at any time prior to signing a final agreement, without liability at any time.

6.6.4 Submission Accuracy

While Submissions are not binding, Proponents must ensure that details such as pricing, competency, capability, and skill are materially accurate and prepared in good faith. Misrepresentations, incompleteness, or unsubstantiated claims may be grounds for the rejection of a Submission. SKG and Algoma University may contact references, whether provided by the Proponent or not, to independently confirm the accuracy of the Submission.

6.6.5 Trade Agreements, Treaties and Directives

Procurements may fall within the scope of the Canada Free Trade Agreement, Comprehensive Economic and Trade Agreement, United States-Mexico-Canada Agreement (USMCA) established in January 2020 formerly the North American Free Trade Agreement (NAFTA), Broader Public Sector Directives of Ontario and other trade treaties and related government directives. This may establish additional rights and responsibilities.

6.6.6 Non-exclusivity

Unless otherwise noted in a final, signed agreement, SKG and Algoma University does not guarantee exclusivity in the provision of the Deliverables.

6.6.7 No Guarantee of Award

SKG and Algoma University intend to award a contract to the Proponent(s) whose proposal offers the best value. However, SKG and Algoma University is under no obligation to award any contract in whole or in part, and SKG and Algoma University reserves the right to cancel this Request for Proposals process at any time before or after closing.

6.6.8 No Guarantee of Work

SKG and Algoma University makes no guarantee of the value or volume of work to be assigned to the Leading Proponent. Any summaries of past work or estimates of future work are meant to provide transparency based on current information; however, these summaries and estimates may not capture all past work, and may not reflect future volumes or values of

work. SKG and Algoma University makes no guarantees on the accuracy of this information, or on the volume or value of work.

**APPENDIX 7
PROPONENT CHECKLIST**

Appendix 7 is included to benefit Proponents when completing their submission. Inclusion with submission is not required. SKG and AU does not take any responsibility for use of this form.

| No. | Questions | Tick if YES | Tick if NO | Comments If "No" |
|-----|---|-------------|------------|------------------|
| 1 | Have you reviewed Appendix 5 and addressed any questions provided in the Question and Answer document, as required? | | | |
| 2 | Have you completed Appendix 1, 2, 3, 4 and 5? | | | |
| 3 | Have you signed Appendix 1? | | | |
| 4 | Are the quoted prices stated in Appendix 2 valid for the duration of the Contract? | | | |
| 5 | Is Appendix 2 quoted in Canadian dollars? | | | |
| 6 | Are the payment terms minimum Net 30 after delivery? | | | |
| 7 | Have you identified the freight and installation costs, if any? Are the freight terms FOB Algoma University dock? | | | |
| 9 | What is your delivery lead-time, if applicable? | | | |
| 10 | Have you included your specification information and answered the relevant questions within Appendix 5? | | | |
| 11 | Does your equipment meet electrical code for Ontario, Canada? (i.e. CSA), if applicable. | | | |

| | | | | |
|----|---|--|--|--|
| 12 | Are safety permits or other certification required? | | | |
| 13 | Are your warranties and service plans clearly described, as required? | | | |
| 14 | Have you prepared all the files for your Submission as requested in Section 6 - Mandatory Requirements? | | | |

[End of RFP]