



Renison University College
Keyless Access
Request for Proposal, 2019

RFP #19-004

Issued: Friday, December 13, 2019
Site Meeting: January 6, 2020
Questions Arising Due: January 13, 2020
Closing Date and Time: January 31, 2020, 3:00 PM

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1.0 PURPOSE AND CONTENT:

Renison University College (“Renison” or “College”) primary function is post-secondary and graduate teaching with facility, residence, food service, IT, and administrative functions necessary to support approximately 210 residents and nearly 1,600 registered students in the Fall term, September through December, and the Winter term, January through April.

The facility is comprised of a variety of buildings and additions dating back to 1962. Total square footage is approximately 150,000 on 6 acres.

Construction of an approximately 6500 sq. ft. addition to the Academic centre is underway; completion is tentatively scheduled for December 31, 2019. To accommodate construction, the second floor of the Academic Centre is not in use through to December 31, 2019.

Renison supports environmentally positive initiatives. Our goals are to pursue sound life cycle choices whenever possible and to encourage our suppliers to strive towards not just environmentally progressive goods, but to aggressively pursue increasingly superior environmental and sustainable offerings. Renison will always consider environmentally superior product choices in our procurement decisions.

Renison takes pride in offering and encouraging teaching and staffing innovation and vigour and expects the same of its service partners.

The objective of this Request for Proposal (“RFP”) is to invite Bidder Proposals (referred to in this RFP as “Proposals” or “Submissions”) from Bidders (“Bidders” or “Respondents”) for the supply of Keyless Entry Access System (the “Services”) to Renison in accordance with the requirements set out herein and in the attached appendices, schedules and any addenda thereto, all of which form an integral part of this RFP.

2.0 INSTRUCTIONS TO BIDDERS

- 2.01 Proposals will be accepted up to and no later than **January 31, 2020, 3:00 pm**, complete in every respect and sealed in an envelope which shall be clearly marked with the Proposal title and number.

Proposals received after the Closing Time and date will not be accepted.

- 2.02 Proposals must be completed in accordance with the requirements of these Request for Proposal documents and no amendment or change to Proposals will be accepted after the Closing Time.
- 2.03 Proposals shall be irrevocable for ninety (90) days following close of bidding and shall be retained by Renison.

- 2.04 Proposals shall be originally and irrevocably signed by an individual that has the authority to bind the Bidder and be binding on delivery.
- 2.05 Questions regarding this Request for Proposal may be submitted in writing (via email only) on or before **January 13, 2020**, and must be directed to:

James Robson
Director of Facilities
Renison University College
Waterloo ON N2L 3G4
(519) 497 6515
Email: rjrobson@uwaterloo.ca

- 2.06 Verbal clarifications or instructions are not authoritative and do not affect or modify the terms of this RFP and cannot be relied upon by any Bidder.
- 2.07 Information obtained from any person or source other than the Renison Representative is not authorized and cannot be relied upon.
- 2.08 Should any question be considered relevant to all Bidders, Renison will provide both the question and the written answer to all known Bidders in the form of an addendum. Bidders are solely responsible for receipt of any and all addenda. Bidders are solely responsible for ensuring that Renison has current contact information on file for the Bidder.
- 2.09 The Bidder is responsible for notifying Renison in writing of any ambiguity, error, omission, oversight, contradiction or item subject to more than one interpretation, as it is discovered, and to request any instruction, decision, or direction required to prepare a Proposal.
- 2.10 No other representative of Renison is to be contacted regarding this Request for Proposal. Renison accepts no responsibility for, and the Bidder agrees not to rely upon, any verbal or written statements or representations from any other person, whether or not employed by Renison.
- 2.11 In the event the Bidder cannot comply with any term, condition, or requirement of this Request for Proposal, such non-compliance must be clearly noted on the Bidder's letterhead and submitted with the proposal. Bidders are cautioned that such non-compliance may result in disqualification of the Bidder's proposal, at the sole discretion of Renison. **No allowance will be made for un-noted non-compliance of any kind by a Bidder.**
- 2.12 Renison will not consider more than one bid from a Bidder under the same or different names.
- 2.13 Bidders are cautioned that Proposals will be solely evaluated upon the disclosed evaluation criteria, and no linkage of offers to donations, scholarships or similar quid pro quo arrangements will be considered.

- 2.14 Pursuant to Section 6 of Ontario Regulation 429/07 (“Regulation”), The Accessibility Standard for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*, the successful Bidder shall ensure that all of its officers, employees, agents, or others for whom it is at law responsible, receive training about the provision of the Goods and Services contemplated herein to persons with disabilities.
- 2.15 Bidders are encouraged to review Renison’s requirements with regard to accessibility, and to identify and offer recommendations / alternatives that serve to support accessibility for all.
- 2.16 The International Sale of Goods Act does not apply to this Request for Proposal, nor to any contract formed as a result of this Request for Proposal.
- 2.17 The laws of the Province of Ontario shall apply to this Request for Proposal and any contract formed as a result of this Request for Proposal, and the Courts of Ontario shall have exclusive jurisdiction over any contract formed as a result of this Request for Proposal.
- 2.18 Renison’s name, logo, crest, etc., shall not be used without the prior written consent of Renison.
- 2.19 Should a compliant Bidder wish to debrief after the RFP has been awarded, they are welcome to make a formal request, in writing, to the person named in 2.5 within sixty (60) days of the award posting. Please be advised that the Renison considers each bid to be confidential, and will only discuss with each Bidder their own bid’s strengths and weaknesses.
- 2.20 Except as expressly and specifically permitted in the Terms and Conditions of this Request for Proposal, Bidders shall not have any claim for compensation of any kind whatsoever or however, as a result of participating in this Request for Proposal, and by offering a submission to this request, each Bidder shall be deemed to have accepted and agreed that it has no claim.
- 2.21 Renison has used considerable effort to ensure the information contained in this RFP and in relation to this RFP is accurate. Notwithstanding same, Renison does not guarantee or warrant the accuracy of the information in this RFP, nor is the information necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Bidders from their responsibility to conduct their own investigation and forming their own conclusions with respect to the subject matter of this RFP.
- 2.22 All Bidders must satisfy themselves by personal examination of the site conditions to be met during delivery of the Services. Bidders shall make their own assessment of the physical aspects of Renison’s facilities, scope of work and difficulties that may be encountered, including the nature of the materials and all site and related conditions.

- 2.23 At no time may the Bidder or the successful Proponent claim that they were unaware of any conditions, physical, regulatory or otherwise.
- 2.24 Every Bidder shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with Renison, its elected or appointed officials or employees. Renison may rely on such disclosure without further inquiry.
- 2.25 All Submissions become the property of Renison and will not be returned to Bidders. Renison agrees to hold all Submissions in confidence unless otherwise required by law to disclose.
- 2.26 Renison reserves the right at its sole discretion to amend this Request for Proposal at any time and from time to time prior to the close of bidding, and Bidders are cautioned to ensure that they have received all addenda (if any) prior to submitting a bid. Should Renison issue any changes to this Request for Proposal, Renison will endeavour to notify all Bidders to whom the Request for Proposal has been issued. Renison shall not be liable in any manner whatsoever or howsoever to any Bidder who has not received any such amendment.

3.0 EVALUATION AND SELECTION

- 3.01 Although Renison's intention at this time is to award a contract to the Bidder whose proposal offers the best value to Renison, each Bidder acknowledges and agrees that Renison shall be under no obligation whatsoever to award any contract in whole or in part. Renison has the right in its sole and absolute discretion to cancel this Request for Proposal process at any time before or after Closing Time without providing reasons for such cancellation and without recourse from any Bidder. **The highest scoring proposal or any other proposal may not necessarily be accepted.**
- 3.02 All Proposals will be evaluated upon the criteria listed in Section 3.7. Where references and/or past performance are listed, evaluation may include information provided by the proponent's references and may also consider the proponent's past performance on previous contracts with Renison or other institutions.
- 3.03 An award (if any) made by Renison shall be made in writing and shall be subject to the availability of funding at the time of award.
- 3.04 In the event of mathematical errors in extension of prices or other ambiguities, unit prices shall govern over total bid prices, and words shall govern over numbers.
- 3.05 To obtain the most advantageous offer for Renison, Renison reserves the right at its sole and absolute discretion:
 - a) to waive irregularities and/or minor non-compliance by any Bidder with the requirements of this Request for Proposal;
 - b) to request clarification and/or further information from one or more Bidders before or after Closing Time without becoming obligated in any manner to offer the same opportunity to all Bidders;

- c) to negotiate minor variances in scope and the corresponding price adjustment, if any

3.06 All pricing must be made on a net basis and the currency shall be in Canadian dollars. No prepayments shall be made unless the supplier agrees to provide one of the following at the supplier’s expense for the amount of the prepayment: an Advanced Payment Bond, an Irrevocable Standby Letter of Credit, or, a Letter of Guarantee in good commercial form and otherwise satisfactory to Renison.

3.07 Evaluation criteria consist of the following items:

The Renison Evaluation Team (“Evaluation Team”) will not be limited to the criteria referred to within this document, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Submissions by comparing one Respondent’s Submission to another Respondent’s Submission. Specific weightings are not assigned to the individual evaluation criteria. All criteria considered will be applied evenly and fairly to all Submissions.

EVALUATION CRITERIA	CRITERION WEIGHT
Competitive pricing	25
Prior experience and successful installation with other schools	10
Vendor can respond within 2 hours from initial service call	5
Vendor able to integrate existing Keyscan	20
Vendor provided references for goods and services	5
Ability to meet RFP project requirements	20
Services Available/Added Value	15
Total possible points	100

- 3.08 In addition to any other provision of this RFP, the College may, in its absolute discretion, reject a Submission if the Respondent, or any officer or director of the Respondent submitting the Submission, is or has been engaged directly or indirectly in a legal action against the College, its elected or appointed officers, representatives or employees in relation to any matter.
- 3.09 The Evaluation Team may develop an initial shortlist of Respondents (“Shortlists”) The Evaluation Team will designate staff to contact the Respondent Bidder-supplied references and ask the references a prescribed set of questions, and any additional information that Renison determines in its sole and absolute discretion is pertinent. The College has the right, on invitation from the College or application to the College, to add additional parties to the Shortlist after the Closing Time or to decline an interested party’s application to be considered for inclusion on the Shortlist received after the Closing Time at the College’s sole and absolute discretion.
- 3.10 Renison may, at its sole and absolute discretion,
- a) Request clarifications or additional information from any Bidder with respect to any Proposal
 - b) Consider such clarifications or additional information in evaluating a Proposal
 - c) Invite any Bidder to participate in an interview to obtain clarifications or additional information with respect to any Proposal
 - d) Consider information obtained during interviews in evaluating a Proposal
- 3.11 Each Bidder acknowledges and agrees that their Proposal is subject to acceptance for up to 90 days after the Closing Time.
- 3.12 In the event that Renison determines a successful Bidder, Renison will notify the successful Bidder in writing to negotiate an agreement for delivery of the Services (the “Contract”). The parties will enter into an agreement for delivery of the Services within 15 days of notification failing which Renison shall have the right to terminate contract negotiations with that Bidder and initiate negotiations with another Bidder.

4.0 AWARD OF CONTRACT

- 4.01 The contract to the successful Bidder (if any) shall be subject to the terms of this RFP and associated schedules, appendices and addenda and the terms of Renison’s purchase order, together with those terms stated in the Bidder’s proposal which are not in conflict with Renison’s terms, and which have been specifically accepted by Renison.
- 4.02 The successful Bidder (if any) may not assign or subcontract any portion of the contract without the prior written consent of Renison.
- 4.03 The successful Bidder (if any) shall indemnify the College, its board of governors, students, employees, servants and/or agents from all damage, damages, losses, costs, claims, demands, actions, suits, or proceedings which may arise directly or indirectly as a result of the negligent or wrongful acts or omissions of the successful Bidder, its employees, agents, servants or permitted contractors or subcontractors in

the performance or purported performance of any of its obligations under the contract, whether or not such claims are initiated by third parties or arise between the parties.

- 4.04 The successful Bidder shall carry at all times during the performance of the work commercial general liability insurance with a limit of not less than \$2,000,000 inclusive per occurrence for bodily injury (including death) and damage to property including loss of use thereof. Such insurance shall at a minimum include coverage of broad form property damage, contractual liability, completed operations and product liability, and automobile liability (owned and non-owned), and such other types of insurance as would be carried by a prudent person performing such contract work and as Renison may from time to time require.
- a) Renison shall be named as an additional insured without right of subrogation in all policies of insurance.
 - b) All such policies of insurance shall provide that the Insurers shall give at least thirty (30) days written notice to Renison prior to any cancellation, material changes, or amendments restricting coverage of any policy or policies.
 - c) The successful Bidder (if any) shall provide a certificate of such insurance to Renison as a condition of receiving the award within five (5) days of notification of award or prior to commencing the work, whichever is sooner.
- 4.05 The successful Bidder (if any) shall at all relevant times have a valid clearance certificate from the Workplace Safety and Insurance Board (WSIB) of Ontario, or in other districts, Employers Liability Insurance in the amount of not less than \$2,000,000 in coverage, and shall submit either a current clearance from WSIB proving coverage, or a copy of the insurance policy, to Renison prior to the commencement of the work.
- 4.06 Renison and the successful Bidder (if any) acknowledge and agree that they are independent contractors in a contract for goods and/or Services and no employer/employee, partnership nor agency relationship is intended or created by their agreement.
- 4.07 The successful Bidder (if any) shall be solely responsible for all matters relating to statutory deduction of all employment taxes, employment insurance, and Canada Pension, and for payment of Workplace Safety and Insurance Board of Ontario insurance premiums, leave, remuneration, discipline, and for all licenses and permits which are or may become required to perform the Work.
- 4.08 Notwithstanding the above, while at Renison, personnel of the successful Bidder (if any) must observe all regulations and policies of Renison, including parking and traffic regulations. Vehicles shall be parked in areas, at the successful Bidder's expense, as directed by Renison's Parking Administration.
- 4.09 In addition to any rights of termination at law or in equity, Renison shall have the right to terminate any contract formed with the successful Bidder (if any) upon 60 days written notice to the successful Bidder at any time.

5.0 PROPOSED SCHEDULE

The College anticipates that this RFP will be administered in accordance with the following schedule.

Selection Phase	
December 16, 2019	RFP #19-004 posted on Merx
January 6, 2020	Mandatory Site meeting
January 13, 2020	Questions arising due date
January 31, 2020	RFP Closing Time
February 7, 2020	Award
TBD	Mobilization—the initial phase must be installed and commissioned without deficiencies by April 1, 2020

The term of the Contract shall be for five years commencing **February 7, 2020**, unless terminated prior to the expiration of five years, pursuant to the terms herein.

The parties may renew the Contract for three additional two year terms, at the mutual agreement of the parties.

6.0 REQUIREMENTS

- 6.01 The Bidder shall submit a five (5) year plan detailing a conversion to keyless entry which demonstrates maximum value.
- 6.02 The monetary value of each yearly conversion shall be to a maximum of \$60,000 which is anticipated.
- 6.03 The bidder shall demonstrate maximum security, maximum doors, minimum amount of time to undertake the staged conversion.
- 6.04 The submission must include programming, commissioning, initial training, two remedial training sessions. The contractor shall deliver an electronic document detailing instructions on how to perform normal user and systems functions as part of the training.
- 6.05 The bidder shall demonstrate added value: on-call support, service response times, remote support/monitoring.
- 6.06 The Contractor shall not engage any subcontractors to perform the Services, unless given prior written approval by Renison. All Proposals must clearly identify any anticipated use of subcontractors.
- 6.07 All Services shall be executed by skilled personnel. The Services shall be delivered in accordance with drawings, specifications and instructions to ensure satisfactory delivery of Services.

- 6.08 In the event that the Contractor fails to complete the Services, or any projects assigned within any submitted progress schedule, Renison reserves the right to engage others to complete the Services. Should it become necessary for Renison to engage others to complete the Services, or any projects assigned to the Contractor, the Contractor shall be responsible to pay all costs incurred by Renison to remedy the Contractor's failure to complete the Services or any projects.
- 6.09 The Contractor acknowledges and agrees that all personnel engaged by the Contractor shall be deemed employees of the Contractor and will not for any purpose or reason be considered employees or agents of Renison.
- 6.10 The Contractor acknowledges and agrees that it is an independent contractor and is not an employee, servant, agent, partner or joint venture of Renison. Renison is not responsible for withholding, and shall not withhold, taxes of any kind from any payments which it owes the Contractor. The Contractor shall not be entitled to receive any benefits which employees of Renison are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or profit sharing on account of its work for Renison. The Contractor has no authority to bind Renison in any way.
- 6.11 The Contractor shall comply with all Renison security protocols and use Renison premises for the sole purpose of custodial Services.
- 6.12 Renison may terminate the Contract upon 60 days' written notice in the event that the Contractor files for bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, has a receiver appointed, or any proceeding is demanded for, by, or against the Contractor under the *Bankruptcy and Insolvency Act*, and its regulations, as amended.
- 6.13 Renison or the Contractor may, in the event of force majeure, or other circumstances beyond either party's reasonable control, terminate the Contract upon provision of 60 days' written notice.
- 6.14 The Contractor acknowledges that during the delivery of Services, its employees will come into contact with confidential material and information which is proprietary to Renison. The Contractor shall ensure that its employees shall not use or disclose any information of a secret, proprietary, confidential or generally undisclosed nature, relating to Renison, its finances, business or any other affairs, or its students, staff, faculty, suppliers or vendors. Contractor further acknowledges and understands that any unauthorized use or disclosure of any of Renison's confidential information will result in a breach of contract and may result in immediate termination of the Contract.

Renison will pursue all remedies available to it at law in the event of a breach of this provision.

7.0 TECHNICAL SPECIFICATIONS

- 7.01 Submittals to be included in the proposal:
- a. Shop drawings, product data, and samples under provisions of these specifications.
 - b. Product data including all components of proposed system.
 - c. Shop drawings as necessary to demonstrate system engineering.
 - d. Quality assurance/control submittals: design data, test reports, certificates, manufacturer's instructions, and qualification statements.
 - e. Closeout submittals: submit closeout submittals and maintenance data, include manufacturers' instructions.
- 7.02 Submit a written warranty, executed by the Contractor, Installer, and Manufacturer, agreeing to repair or replace components that fail in materials or workmanship within the specified warranty period. Upon receipt of written notice, Contractor shall remedy defects within fourteen (14) days or the owner shall correct the defects and the Contractor or its surety shall be liable for expenses.
- 7.03 Warranty Period: Minimum one (1) year after date of Substantial Completion. Contractor will state any additional Contractor supplied warranty.
- 7.04 The Contractor will provide all control cabling for all devices, power supplies and card readers as required to provide a complete and functioning system.
- 7.05 Contractor will provide and install all access control panels in the specified locations, provide and install dedicated power supplies in all locations specified, and will coordinate with the College on obtaining an IP address.
- 7.06 Contractor will install all card readers in a location that is approved by the College. The card reader shall read encoded data from the access card and/or transponder and transmit the data back to the host panel, giving an audible or visual indication of a properly read card.
- 7.07 Contractor will install all electric strikes and electronic exit devices specified as needed in the scope of work.
- 7.08 The Contractor will be responsible for any programming required for the system for the District.
- 7.09 All installation will be done in conformance with all applicable industry, federal and local standards and manufacturer's recommended design and installation guidelines.
- 7.10 The Contractor will not place any distribution cabling alongside power lines, or share the same conduit, channel or sleeve with electrical apparatus.
- 7.11 The Contractor will provide any necessary screws, anchors, clamps, tie wraps, distribution rings, and support hardware, etc., necessary to facilitate the installation of the System.

- 7.12 System components and wiring shall be clearly defined and labelled.
- 7.13 All labels shall be machine generated. Handwritten labels are not acceptable.
- 7.14 Successful vendor will be required to participate in planning meetings and scheduling to:
- a. Clarify all requirements (systems, services, distribution methods, etc.)
 - b. Identify and assign key responsibilities.
 - c. Schedule the events that will occur during the implementation of the project.
 - d. Within a timeframe to be determined and as mutually agreed upon at the initial meeting, the Contractor will provide a written report and project schedule to clearly document the events and responsibilities associated with the project to the Director of Facilities.
- 7.15 The Contractor will be liable for any and all damages caused by it, its employees or subcontractors, including but not limited to:
- a. Damage to any portion of the building caused by the movement of tools, materials, or equipment.
 - b. Damage to any compartment of the construction of spaces “turned over” to the Contractor.
 - c. Damage to the electrical distribution system and/or other space “turned over” to the Contractor.
 - d. Damage to the electrical, mechanical and/or life safety or other systems caused by inappropriate operation or connections made by the Contractor or other actions of the Contractor.
- 7.16 The Contractor will make no penetration of floors, walls or ceiling without the prior consent of the College. Where penetrations through acoustical walls or other walls for cableways have been provided for the Contractor or made by the Contractor, such penetrations will be sealed by the Contractor in compliance with applicable code requirements and as directed by the College. Where penetrations through fire-rated walls for cableways have been provided for the Contractor, the Contractor will seal such penetrations as required by code and as directed by Renison. Contractor will, prior to the commencement of on-site activities, submit to Renison for review by the Director, details of any special systems to be used
- 7.17 Contractor will provide technical support on a per hour basis at such levels and at such times as Renison deems necessary.
- 7.18 The personnel providing technical support will:
- a. Have thorough and in-depth knowledge of the system and materials used
 - b. Be skilled in all use of equipment and materials used under the Contract
 - c. Be competent to troubleshoot and fix problems associated with Contractor provided materials.

- 7.19 Contractor will provide a single point of contact, i.e. Project Manager, to speak for the Contractor and to provide coordination of all events during the project. The Project Manager will:
- a. Initiate and coordinate tasks within Renison, and others as specified by the Director of Facilities.
 - b. Provide day-to-day direction and on-site supervision of Contractor personnel.
 - c. Ensure conformance with all Contract provisions.
 - d. Facilitate all change orders to be approved by the Director of Facilities.
- 7.20 If the Project manager is unable to remain continuously on-site, a project Foreman will be required to remain. The project foreman will be responsible for day-to-day activities and reporting all status to the Director of Facilities.

8.0 OTHER TERMS

- 8.01 **Occupational Health and Safety** The Contractor shall deliver the Services and provide all necessary protective equipment and training as required by the *Occupational Health and Safety Act* (Ontario), its regulations, and all amendments thereto.
- 8.02 The Contractor shall develop, maintain, implement and supervise for the duration of the Contract, a comprehensive safety program that shall effectively incorporate all safety requirements mandated by applicable laws, rules and regulations, including but not limited to a Workplace Violence and Harassment Program, as outlined in the *Occupational Health and Safety Act* (Ontario), as amended.
- 8.03 The Contractor will take special care to ensure that all waste is appropriately sorted and recyclables are recycled and not placed in the garbage.
- 8.04 The re-use, recycling and disposal of all waste materials generated shall be managed in an environmentally sensitive manner.
- 8.05 Renison will provide a means for waste removal. All waste is to be deposited in the recycling/waste area located on the south side of the facility.
- 8.06 The Contractor shall procure keys for delivery of Services by submitting a request to Renison. Renison may, at any time, hold the Contractor accountable for keys assigned during the term of the Contract, including the cost of re-keying the premises if the Contractor loses any keys. In addition, the Contractor shall not duplicate keys that are issued by Renison and any such duplication shall be cause for termination of the Contract by Renison, without prior notice to the Contractor.
- 8.07 The Contractor shall not provide the keys to any individuals not authorized by Renison. The Contractor shall ensure that no individuals shall have access to any building/rooms until it has been determined that permitting such person(s) to have such access will not be contrary to Renison's interest, and that the individual(s) is authorized to be admitted in accordance with the Contract.

- 8.08 Upon completion of daily work, the Contractor shall make certain that all lights have been turned off and doors and windows have been closed and locked, except as otherwise directed by Renison protocols.
- 8.09 The Contractor shall strictly control the actions of its employees while on Renison property. No employee shall bring into any buildings any person other than the employees of the Contractor who are scheduled to work.
- 8.10 The Contractor shall be responsible for maintaining security for all buildings in which it is providing the Services. The Contractor's employees are to unlock one door at a time and this door must be locked when personnel leaves the room. The Contractor's employees are not permitted to unlock doors or provide access to unauthorized persons.
- 8.11 The Contractor shall take all reasonable action to prevent any picketing or strikes by its employees on Renison's premises or any other disruptive action affecting Renison. The Contractor shall be responsible to ensure the Services are completed satisfactorily during any strike and agrees that it is liable for any failure to deliver the Services.
- 8.12 In the event of a strike involving Contractor's employees or suppliers which result in the Contractor being unable to perform all or a portion of the Services, the Contractor shall take whatever steps are necessary to complete the Services.
- 8.13 The Contractor acknowledges and agrees that the failure to complete the Services is a breach of contract, and in that event, Renison may terminate any and all agreements with Contractor pursuant to Article 4.9 herein.
- 8.14 Renison may at any time, by written order, make changes to the general scope of the Contract. If any such change causes an increase or decrease in the cost initially agreed upon, an equitable adjustment shall be negotiated. Any amendments shall be in writing.

9.0 SUBMISSION FORMAT

- 9.01 **Closing Time and Address for Proposal Delivery:** Proposals must be received by the office of James Robson, Director of Plant Operations/Facilities, at Renison University College, 240 Westmount Rd. N., Waterloo, Ontario, on or before the following date and time ("Closing Time"):

Date: **January 31, 2020**, Time: 3:00 PM local time
Submissions by fax will not be accepted.

- 9.02 **Information Meeting:** A site visit/ information meeting and information session is scheduled for **January 6, 2020**, 10:00 am. All Bidders are required to attend this meeting and visit the site before submitting their Proposals. All Bidders must satisfy

themselves by personal examination of the site conditions to be met during delivery of the Services. Bidders shall make their own assessment of the facilities and difficulties to be encountered, including the nature of the materials and all site and related conditions.

- 9.03 At no time may the Bidder or the successful Proponent claim that they were unaware of conditions. All Proposals shall be in accordance with the instructions provided in this RFP.
- 9.04 Proposals received after Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail services will not be grounds for an extension of the Closing Time.
- 9.05 **Amendments to Proposals:** Proposals can only be revised by written amendment, delivered to the location set out in article 9.01 above, at any time before Closing Time. An amendment must be signed by an authorized signatory of the Bidder. Amendments by fax are not permitted.
- 9.06 Unless otherwise notified in writing, Bidders acknowledge that the Proposal will be valid for 60 business days from the Closing Time.
- 9.07 **Inquiries:** Questions arising from the site meeting/ information session, or from examination of the RFP documents, are to be forwarded in writing by email to:

James Robson, Director of Plant Operations and Facilities
rjrobson@uwaterloo.ca (the "Renison Representative")

Information obtained from any person or source other than the Renison Representative is not authorized and should not be relied upon.

Inquiries will not be entertained after **January 13, 2020**, unless in Renison's sole judgement, the inquiry may substantially alter the scope of the RFP as stated herein.

Inquiries will be collected and the responses shared with interested Bidders. Verbal clarifications or instructions are not authoritative and do not affect or modify the terms of this RFP and should not be relied upon by any Bidder.

- 9.08 The Bidder is responsible for notifying Renison in writing of any ambiguity, error, omission, oversight, contradiction or item subject to more than one interpretation, as it is discovered, and to request any instruction, decision, or direction required to prepare a Proposal.
- 9.09 **Addenda:** At its absolute and sole discretion, Renison may, prior to Closing Time, amend this RFP, including but not limited to the following: changing the scope of the Services by adding or deleting Services, altering requirements, changing locations or any other aspect of the RFP, or extending the Closing Time.

Renison will make information available to Bidders regarding any changes made to the RFP. Addenda will be e-mailed if suitable for e-mail and the Bidder has provided the Bidder's e-mail address. If addenda are not suitable for e-mail, they will be sent via regular post or courier, depending on the Addenda issue date relative to the Closing Time.

- 9.10 Bidders are deemed to have carefully examined and understood the RFP, including all attached schedules, appendices and addenda, which form an integral part of this RFP, prior to preparing and submitting a Proposal.
- 9.11 There will be no public opening. Any Bidder interested in other Bidders and the status of this RFP, including whether an agreement has been awarded, may direct inquiries to the Renison Representative.
- 9.12 Bidders shall deliver their completed Proposals in a sealed envelope, clearly marked with the Bidder's company name and the RFP reference number. The Proposal package shall include 3 separate, printed copies (one original and two copies) and one electronic copy on a USB memory stick.
- 9.13 The Proposal Form (Appendix "A") shall be completed in full, signed by the requisite person(s) and submitted with the other submission requirements.
- 9.14 **Signature:** The Proposal shall be signed by a person authorized to sign on behalf of the Bidder.
 - a. If the Bidder is a corporation, the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by one or more of the signatories and a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation shall be included.
 - b. If the Bidder is a partnership or joint venture, the name of the partnership or joint venture and the name of each partner and joint venture shall be included and each individual shall sign personally. If a partner or joint venture is a corporation, the corporation shall sign as outlined in 9.14(a) above.
 - c. If the Bidder is an individual or sole proprietor, the individual shall sign personally.