

APPENDIX B – PROPOSAL CONTENT

In its Proposal, in addition to the Mandatory Forms, the Proponent must provide the information required in this Appendix.

1. **PROPONENT CORPORATE BACKGROUND (MAXIMUM 3 PAGES SINGLE SIDED)**

1.1.1 Contact Information

- (a) Name and title of primary contact for this Proposal submission
- (b) Mailing address
- (c) Phone and fax number
- (d) E-mail address

1.1.2 Background information

- (a) Provide a brief introduction to the Proponent's operations
- (b) List total number of employees, including a brief description of different business functions as well as a summary of business functions
- (c) Describe primary market and ownership structure
- (d) Identify any industry awards and recognition that relate to the Scope of Work

1.1.3 Issue Management

- (a) Describe the process flow and key contacts within the escalation path for dealing with an operational issue which requires review and resolution
- (b) Indicate whether process include timelines that are enforced (i.e. certain tasks need to be completed within a certain time)

1.1.4 Financial Viability

Provide financial results/statements for the past 3 years OR officer's certificate attesting to status/viability metrics for Proponent.

2. **PERSONNEL (MAXIMUM 4 PAGES SINGLE SIDED, EXCLUDING RESUMES)**

2.1.1 The Proponent should submit information related to the credentials, qualifications and experience of its Personnel who would potentially be assigned to provide any part of the Deliverables, which may include resumes, documentation of accreditation, and/or letters of reference.

2.1.2 Proponents are to submit a team organization chart including project managers, and other team members and their respective responsibilities. Proponent's Personnel should have experience in respect of the Deliverables.

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- 2.1.3 Proponents are to submit a list of proposed sub-consultants to be potentially engaged in respect of any Deliverables.
- 2.1.4 If a Proponent has provided the experience or qualifications of Personnel to meet any requirement of this procurement process (for example, proof of past experience), then such personnel must be set out in the Proposal.

3. KNOWLEDGE AND EXPERIENCE (MAXIMUM 4 PAGES SINGLE SIDED)

The Proposal must include a detailed summary of the Proponent's organizational knowledge and experience as it relates to the Supply Requirements (factoring in the individual knowledge and experience of its Personnel as identified above). In particular, Proponents must include:

- 3.1.1 A full description explaining the Proponent's typical approach to managing the provision of the Deliverables, including methods and analytical techniques typically used for each component of such Deliverables.
- 3.1.2 A full description of the process flow and key contacts within the escalation path, inclusive of an organization chart, for dealing with any operational issues which require review and resolution (including timelines that are enforced).
- 3.1.3 Identification of typical potential risks, challenges or opportunities in providing Deliverables of the nature typical to the Deliverables described in the Supply Requirements.

4. WORK PLAN (MAXIMUM 4 PAGES SINGLE SIDED)

The Proposal must include a detailed work plan for the provisions of the Deliverables, including all relevant tasks, milestones, and timelines, which may include charts, graphics, or other visual elements. In particular, Proponents must include:

- 4.1.1 A proposed work plan with calendar dates (e.g. GANTT chart, excel spreadsheet) identifying the estimated time to complete each component of the Deliverables to meet the anticipated completion date.
- 4.1.2 Information as to the areas of responsibility of the personnel identified as required by Section 3 above. The names of the individuals performing/responsible for each task in the work plan are to be included.

5. PERMITS, LICENSES, AND APPROVALS

- 5.1.1 Proponents should hold all permits, licences, and approvals required in connection with the Supply Requirements at the time the Proposal is submitted (collectively, "**certifications**"). The costs of obtaining such permits, licences, and approvals shall be the responsibility of, and shall be paid for by, the Proponent. If the Proponent does not hold any required permit, licence or approval at the time its Proposal is submitted, it shall provide details of all missing approvals in its Proposal, and describe the steps it intends to take to obtain them in advance of any potential Agreement award.

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5.1.2 Where a Proponent is required by Applicable Laws to hold or obtain any such permit, licence, and approval to carry on an activity contemplated in its Proposal or in an Agreement, neither acceptance of the Proposal nor execution of an Agreement by Seneca shall be considered an approval by Seneca for the Proponent to carry on such activity without the requisite permit, licence, or approval.

6. INSURANCE

6.1.1 Prequalified Vendor(s) shall be required to obtain and maintain the insurance coverage more particularly described in an Agreement and will be required to provide proof of such insurance to Seneca in accordance with an Agreement.

6.1.2 Seneca intends that the policies of insurance shall include the following, without limitation:

- (a) General employers liability insurance, to a limit acceptable to Seneca acting reasonably, together with such insurance that the Prequalified Vendor is required to obtain pursuant to the *Workplace Safety and Insurance Act, 1997* (Ontario) or any other Applicable Law;
- (b) Commercial general liability insurance in respect of the Prequalified Vendor and all obligations and operations of the Prequalified Vendor as may be outlined in the Agreement, against claims for bodily injury, including personal injury and death, and property damage or loss, indemnifying and protecting the Prequalified Vendor, its respective employees, servants, volunteers, agents and invitees, to the inclusive limit of not less than five million dollars (\$5,000,000.00). Such insurance shall specifically state by its wording or by endorsement that:
 - (i) Seneca, its board of governors, trustees, officers, employees, servants and agents are included as additional insureds under the policy with respect to the operations and obligations of the Prequalified Vendor as may be outlined in the Agreement;
 - (ii) the policy includes tenant's legal liability, contractual liability, non-owned automobile liability, products and completed operations coverage, advertising injury liability, contingent employer's liability, and Prequalified Vendor's employees as additional insureds;
 - (iii) the policy contains a cross-liability clause which shall have the effect of insuring each person, firm or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each; and
 - (iv) the policy contains a waiver of subrogation against Seneca, its board of governors, trustees, officers, employees, servants and agents;
- (c) Professional Liability insurance indemnifying and protecting the Prequalified Vendor, its respective employees, servants, volunteers,

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agents and invitees, to the inclusive limit of not less than five million dollars (\$5,000,000.00). Such insurance shall specifically state by its wording or by endorsement that:

- (i) Seneca, its board of governors, trustees, officers, employees, servants and agents are included as additional insureds under the policy with respect to the operations and obligations of the Prequalified Vendor as may be outlined in the Agreement;
 - (ii) the policy contains a cross-liability clause which shall have the effect of insuring each person, firm or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each; and
 - (iii) the policy contains a waiver of subrogation against Seneca, its board of governors, trustees, officers, employees, servants and agents;
- (d) All Risk Property and machinery insurance coverage, on a replacement cost basis, to adequately cover the Prequalified Vendor's equipment and other such property in the care, custody and control of the Prequalified Vendor. The policy shall contain a waiver of rights of subrogation against Seneca, its board of governors, trustees, officers, employees, servants and agents; and
- (e) Automobile Liability insurance with limits of not less than two million dollars (\$2,000,000) per occurrence, which must include "SPF.6 Non-Owned Automobile Liability" and "SEF.94 Legal Liability for Damage Hired Automobiles" coverage. The policy must provide coverage for bodily injury or property damage arising out of the ownership, use or operation of all automobiles owned and/leased by the Prequalified Vendor.

6.1.3 Seneca intends to require that such policies shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material change is given by the relevant insurers to Seneca at least thirty (30) days before the effective date thereof.

6.1.4 Seneca intends to require evidence of insurance coverage described in Section 6.1.2 above, to be provided to Seneca no later than the earlier of the effective date of the Agreement or the first day on which Prequalified Vendor provides Deliverables to Seneca.

7. SOURCING

The Proponent may provide a list of all original equipment manufacturer (OEM) items not manufactured by the Proponent (if any), but provided as part of the Deliverables included in its Proposal in collaboration with any other supplier. The Proponent should identify the nature and extent of the relationship(s) with such other supplier.

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8. OCCUPATIONAL HEALTH AND SAFETY

- 8.1.1 Seneca is committed to ensure the health and safety of all students, staff, faculty and visitors in all of its facilities, at all of its functions and in all of its sponsored programs.
- 8.1.2 Preferred Proponent shall provide Workplace Hazardous Materials Information System (WHMIS) material safety data sheets (MSDS) for all Deliverables which require them. Additionally, a Preferred Proponent shall provide Seneca's personnel WHMIS training, as it relates to those Deliverables which require them, in accordance with the *Occupational Health and Safety Act* (Ontario).
- 8.1.3 Preferred Proponent shall be required to execute and deliver to Seneca a Contractor OHS Sign-Off Sheet, in the form attached as Appendix "K" – Contractor OHS Sign-Off Form, concurrently with the execution and delivery of a Contract. As set out in the Agreement, the Preferred Proponent shall perform the duties and obligations of the "Constructor" in accordance with the *Occupational Health and Safety Act* (Ontario).

9. ENVIRONMENTAL ISSUES

- 9.1.1 Proponents should be prepared to provide environmentally friendly Deliverables (and describe such Deliverables in their Proposals), which may (without limitation) include the following:
- (a) re-usability of any goods comprising, supplied or used in providing the Deliverables;
 - (b) any initiative taken by the Proponent to minimize the amount and weight of packaging used for any Deliverables;
 - (c) the ability of the Proponent to recycle any packaging and goods supplied or used; goods that are recyclable include paper, cardboard, glass bottles, metal cans, #1 plastic (polyethylene terephthalate), #2 plastic (high-density polyethylene), #4 plastic (low-density polyethylene) and #5 plastic (polypropylene);
 - (d) an opportunity for Seneca to return part of all of the goods and packaging used in shipping or use during the delivery of service at no charge to Seneca;
 - (e) certified goods under Canada's Environmental Choice Program, Energy Star Program, or any other eco-labelling program; and
 - (f) ISO 14001 certification.
- 9.1.2 Preferred Proponent shall deliver a report in the form attached as Appendix "L" – Construction and Demolition Tracking in respect of waste generated in connection with the Deliverables in accordance with Seneca's waste management program and Ontario Regulation 103/94: Industrial, Commercial and Institutional Source Separation Program under the *Environmental Protection Act* (Ontario).

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10. REQUIREMENTS SPECIFIC TO GOODS (IF APPLICABLE)

- 10.1.1 Enhancements to Goods. If any enhancement, upgrade or improvement to any goods supplied by the Proponent (including all parts or sub-components) is introduced or announced within nine months after such goods are supplied and accepted by Seneca, the Proponent will be required to make such enhancement, upgrade or improvement available to Seneca at no additional cost, either by modifying the goods as supplied, or replacing them with the enhanced, upgraded or improved item.
- 10.1.2 Warranty Period/Coverage. The Proponent will be expected to provide a warranty for a period of at least 12 months from the date of acceptance for all goods supplied, or such longer period as may be set out in this RFSQ.
- 10.1.3 Goods Subject to Certification. Any goods being proposed for consideration pursuant to this RFSQ must be certified, authorized or approved in accordance with any Applicable Law and, if required, shall bear the certification organization's mark identifying the goods certified for use in Canada. Certification shall be to the standard that is appropriate for the intended use of the goods at Seneca's facilities. Prior to entering into the Agreement, the Proponent shall have provided satisfactory evidence of such certification, as applicable.
- 10.1.4 Alerts. Proponents shall ensure all goods meet current safety standards and regulations and advise Seneca of any discussions with regulatory agencies related to the goods, which may affect the future availability, accessories, or service support of the goods. The Prequalified Vendor shall report any recalled goods to Seneca with seven (7) days of the announcement of any recall, including all relevant details (e.g. model number, serial number, etc.). Proponent shall comply with the requirements of any Applicable Law with respect to all recalled goods.

11. SUPPLIER MANAGEMENT PROGRAM

Seneca reserves the right, at its discretion, to require a Prequalified Vendor to participate in and to measure and manage certain Deliverable under, any formal supplier management program established by Seneca from time to time.

12. LEGAL ACTION

The Proponent must disclose any pending or threatened legal action against the Proponent or any relevant third party, which may have an impact on the Proponent's ability to (i) enter into an Agreement, (ii) provide Deliverables under an Agreement, or (iii) provide support necessary for Seneca's use of the Deliverables provided under an Agreement.

13. PAYMENT TERMS

Subject always to compliance with the requirements of Applicable Law, including without limitation, the *Construction Act* (Ontario), payment terms will be as set out in the Agreement.