



MUNICIPAL PROPERTY ASSESSMENT CORPORATION

**MUNICIPAL PROPERTY ASSESSMENT
CORPORATION**

**Request for Proposals (Non-Binding – Short Form)
for
Goods and/or Services**

TABLE OF CONTENTS

	Page
Section 1 - INTRODUCTION.....	1
1.1 General.....	1
1.2 Municipal Property Assessment Corporation.....	1
Section 2 - THE RFP DOCUMENTS.....	1
2.1 Request for Proposals Documents.....	1
2.2 Information Provided by MPAC.....	2
2.3 Distribution of Documents – Electronic Distribution.....	2
2.4 bids&tenders.....	2
Section 3 - THE RFP PROCESS.....	3
3.1 RFP Process Timetable.....	3
3.2 Questions and Communications Related to the RFP Documents.....	3
3.3 Addenda/Changes to the RFP Documents.....	4
3.4 Prohibited Contacts.....	4
3.5 Media Releases, Public Disclosures and Public Announcements.....	5
3.6 MPAC Copyright.....	5
3.7 Confidentiality and Disclosure Issues – Respondent Information.....	5
3.8 MPAC Confidentiality Issues.....	6
3.9 Entities Permitted to Submit Proposals.....	7
3.10 Respondents’ Costs.....	8
3.11 Clarification and Verification of Respondent’s Proposal.....	8
3.12 Changes to Respondents and Respondent Team Members.....	8
Section 4 - PROPOSAL CONTENT AND FORMAT.....	9
4.1 Format and Content of Proposal.....	9
4.2 Proposal Submission Form.....	9
4.3 Comments on the Draft Agreement.....	10
4.4 Conflict of Interest.....	10
Section 5 - PROPOSAL SUBMISSION, WITHDRAWAL, MODIFICATION.....	10
5.1 Submission of Proposals and Late Proposals.....	10
5.2 Late Proposals.....	12
5.3 Withdrawal of Proposals.....	12
5.4 One Proposal per Person or Entity.....	12
Section 6 - PROPOSAL EVALUATION.....	12
6.1 Evaluation of Proposals.....	12
6.2 Interviews, Site Visits, Demonstrations and Presentations.....	13

TABLE OF CONTENTS

	Page
Section 7 - DISQUALIFICATION.....	13
7.1 Disqualification.....	13
Section 8 - DRAFT AGREEMENT NEGOTIATION, FINALIZATION AND DEBRIEFING AND SUCCESSFUL RESPONDENT	14
8.1 Negotiation and Finalization of the Agreement.....	14
8.2 Debriefing and Procurement Complaints.....	14
Section 9 - LEGAL MATTERS AND RIGHTS OF MPAC.....	14
9.1 RFP Not a “Bidding Contract” or a Tender	14
9.2 Limit on Liability	16
9.3 Maintaining Prices and Proposal Commitments	16
Section 10 - DEFINITIONS	17
10.1 General.....	17
10.2 RFP Definitions.....	17

REQUEST FOR PROPOSALS

SECTION 1 - INTRODUCTION

1.1 General

(1) The Municipal Property Assessment Corporation (“MPAC”) is issuing this Request for Proposals (“RFP”) to retain a vendor/service provider to provide the goods or services or goods and services described in the Draft Agreement and named in the RFP Data Sheet (the “Goods and/or Services”). The RFP number is set out in the RFP Data Sheet (the “RFP Number”).

(2) MPAC intends to award the agreement through an open, fair and competitive RFP process. The RFP competition will be open to any entity described in RFP Section 3.9(1) and any of these entities are invited to submit a proposal (the “Proposal”) in response to this RFP. In this RFP, individuals or firms that submit documents in response to this RFP are referred to as “Respondents” and each team member, if any, constituting a Respondent’s team is referred to as a “Respondent Team Member”. The entity or entities that MPAC selects to negotiate an agreement with in respect of the Goods and/or Services are referred to as “Negotiations Respondent(s)”. The Respondent that MPAC enters into the Final Agreement with is referred to as the “Successful Respondent”. For ease of reference, prospective respondents, whether or not they submit a response to this RFP, are also referred to as “Respondents”.

(3) The process to select the Negotiations Respondent for the purposes of the Goods and/or Services will commence with the issuance of these RFP Documents and will terminate when MPAC and the Successful Respondent enter into the Final Agreement (the “RFP Process”).

1.2 Municipal Property Assessment Corporation

(1) MPAC is a not-for-profit corporation funded by all Ontario municipalities. MPAC is responsible for accurately valuing and classifying all properties in Ontario in compliance with the Assessment Act (Ontario) and related legislation. Municipalities and local taxing authorities use the values and classifications developed by MPAC in order to determine property taxes. Once every four years, MPAC also determines the population of each municipality, and prepares the preliminary list of municipal and school board electors. MPAC has a province-wide presence, with most staff located in over 30 field offices.

SECTION 2 - THE RFP DOCUMENTS

2.1 Request for Proposals Documents

(1) The Request for Proposals documents (the “RFP Documents”) are:

- (a) the Request for Proposals;
- (b) Schedule A – RFP Data Sheet;
- (c) Schedule B – Technical Submission Requirements;
- (d) Schedule C – Financial Submission Requirements;

- (e) Schedule D – Draft Agreement (including all related schedules, appendices and attachments) as listed in the RFP Data Sheet (the “Draft Agreement”); and
- (f) Addenda to the RFP Documents, if any.

(2) The RFP Documents shall be read as a whole. The Schedules and Addenda, if any, constitute an integral part of this RFP and are incorporated by reference.

2.2 Information Provided by MPAC

(1) Each Respondent is solely responsible for conducting its own independent research, due diligence, and any other work or investigations and seeking any other independent advice necessary for the preparation of Proposals, negotiation or finalization of the Final Agreement and the subsequent delivery of all the Goods and/or Services to be provided by the Successful Respondent. Nothing in the RFP Documents is intended to relieve the Respondents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

(2) No guarantee, representation or warranty, express or implied, is made and no responsibility of any kind is accepted by MPAC or its representatives for the completeness or accuracy of any information presented in the RFP Documents during the RFP Process or during the term of the Final Agreement. MPAC and its representatives shall not be liable to any person or entity as a result of the use of any information contained in the RFP Documents or otherwise provided by MPAC or its representatives during the RFP Process or during the term of the Final Agreement.

2.3 Distribution of Documents – Electronic Distribution

(1) Except as provided in RFP Section 2.3(2), MPAC will circulate this RFP and all other RFP Documents, including Addenda, by placing them on bids&tenders at <https://mpac.bidsandtenders.ca/>. If MPAC chooses to notify Respondents that documents have been added on bids&tenders, such notification is a courtesy only and Respondents are solely responsible to ensure that they have reviewed all documents on bids&tenders in accordance with RFP Section 2.4(2) and, in particular, have reviewed all documents on bids&tenders immediately prior to submitting Proposals.

(2) If a Respondent requires the RFP Documents in an alternative format, the Respondent may submit a request to the Contact Person. Following consideration of the Respondent's request, MPAC may, in its sole discretion, choose to circulate RFP Documents in an alternative format to the Respondent who made the request.

2.4 bids&tenders

- (1) MPAC will use bids&tenders to,
 - (a) distribute RFP Documents, Notices and Addenda;
 - (b) receive questions and other communications from Respondents and post Response to Questions Documents; and
 - (c) receive Proposals from Respondents.

MPAC may add, delete or amend documents on bids&tenders at any time.

- (2) Each Respondent is solely responsible to ensure that it:
 - (a) contacts bids&tenders at 1-800-594-4798 (9:00 a.m. – 6:00 p.m. EST) or support@bidsandtenders.ca if the Respondent requires assistance with registration, login credentials, subscription information, fees and general use of bids&tenders, or if the Respondent is having technical issues, including difficulty viewing the RFP Documents, Notices, Addenda, or Response to Questions Documents or submitting its Proposal on bids&tenders. Respondents may also access bids&tenders' support page through <https://mpac.bidsandtenders.ca>;
 - (b) has the appropriate software which allows the Respondent to access and download RFP Documents, Notices, Addenda and Response to Questions Documents and submit its Proposal on bids&tenders; and
 - (c) checks bids&tenders frequently for the addition, deletion or amendment of RFP Documents, Notices, Addenda and Response to Questions Documents and, at all times during the RFP Process, keeps itself informed of and takes into account the most current RFP Documents, Notices, Addenda and Response to Questions Documents.

(3) Each Respondent shall have a “Bidding System Vendor account” with bids&tenders and shall be registered as a “Plan Taker” for this RFP Process.

SECTION 3 - THE RFP PROCESS

3.1 RFP Process Timetable

(1) The deadline for the submission of Proposals (the “Submission Deadline”) and the general timetable for the RFP Process (the “Timetable”) are set out in the RFP Data Sheet.

(2) MPAC may, without liability, cost or penalty and in its sole discretion amend the Timetable,

- (a) for matters that are to take place on or before the Submission Deadline, at any time prior to the Submission Deadline; and
- (b) for matters that are to take place after the Submission Deadline, at any time during the RFP Process.

(3) If MPAC extends the Submission Deadline, all requirements applicable to Respondents will thereafter be subject to the extended deadline.

(4) In the event of any conflict, inconsistency or ambiguity between the deadlines set out in the Timetable and any deadline or countdown set out or displayed on bids&tenders, the deadline or countdown set out or displayed on bids&tenders will govern.

3.2 Questions and Communications Related to the RFP Documents

(1) Respondents shall submit all questions and other communications regarding the RFP Documents and the RFP Process electronically to the Contact Person named in the RFP

Data Sheet through bids&tenders by way of the “Submit a Question” button no later than the deadline for submission of questions set out in the Timetable.

(2) MPAC will provide the Respondents with written responses to questions that are submitted in accordance with this RFP Section 3.2 in a “Response to Questions Document” no later than the date set out in the Timetable in the RFP Data Sheet. MPAC will circulate the Response to Questions Document to Respondents electronically through bids&tenders. The Response to Questions Document is not an RFP Document and does not amend the RFP Documents.

(3) It is each Respondent’s responsibility to seek clarification from MPAC of any matter it considers to be unclear in the RFP Documents or the description of the Goods and/or Services and the Respondent may seek clarification in accordance with this RFP Section 3.2. MPAC shall not be responsible for any misunderstanding by a Respondent of the RFP Documents, the RFP Process or the Goods and/or Services.

(4) MPAC may, in its sole discretion, issue notices (“Notices”) on bids&tenders to Respondents for the purpose of communicating on issues of importance to the RFP Process. Such Notices are not RFP Documents and do not amend the RFP Documents.

3.3 Addenda/Changes to the RFP Documents

(1) MPAC may, in its sole discretion, amend or supplement the RFP Documents prior to the Submission Deadline. MPAC shall issue changes to the RFP Documents by Addenda only by placing them on bids&tenders. No other statement, Response to Questions Document or Notice whether oral or written, made by MPAC or any MPAC advisors, employees or representatives, including, for clarity, the Contact Person, or any other person, shall amend the RFP Documents. MPAC may issue Addenda at any time. Addenda will be distributed in the same manner as the RFP.

(2) Each Respondent is solely responsible for ensuring that it has received all Addenda issued by MPAC. Respondents may, in writing through bids&tenders, seek confirmation of the number of Addenda issued under this RFP from the Contact Person.

3.4 Prohibited Contacts

(1) Respondents and Respondent Team Members and their respective advisors, employees and representatives are prohibited from engaging in any form of political or other lobbying, of any kind whatsoever, to influence the outcome of the RFP Process.

(2) Without limiting the generality of RFP Section 3.4(1), neither Respondents nor Respondent Team Members nor any of their respective advisors, employees or representatives shall contact or attempt to contact, either directly or indirectly, at any time during the RFP Process, any of the following persons or organizations on matters related to the RFP Process, the RFP Documents, or their Proposals:

- (a) any advisor to MPAC;
- (b) any employee or representative of,
 - (i) MPAC; or
 - (ii) any other person or entity listed in the RFP Data Sheet;

- (c) any directors, officers, employees, agents, representatives or consultants of any entity listed in RFP Sections 3.4(2)(a) and 3.4(2)(b), including any member of the MPAC Board of Directors.

(3) If a Respondent or a Respondent Team Member or any of their respective advisors, employees or representatives, in the opinion of MPAC, contravenes RFP Section 3.4(1) or RFP Section 3.4(2), MPAC may, in its sole discretion,

- (a) take any action in accordance with RFP Section 7.1; or
- (b) impose conditions on the Respondent's or Respondent Team Member's continued participation in the RFP Process that MPAC considers, in its sole discretion, to be appropriate.

For clarity, MPAC is not obliged to take the actions set out in this RFP Section 3.4(3).

3.5 Media Releases, Public Disclosures and Public Announcements

(1) A Respondent shall not, and shall ensure that its Respondent Team Members, advisors, employees and representatives do not, issue or disseminate any media release, public announcement or public disclosure (whether for publication in the press, on the radio, television, Internet or any other medium) that relates to the RFP Process, the RFP Documents or the Goods and/or Services or any matters related thereto, without the prior written consent of MPAC.

(2) Neither the Respondents, the Respondent Team Members or any of their respective advisors, employees or representatives shall make any public comment, respond to questions in a public forum, or carry out any activities to either criticize another Respondent or Proposal or to publicly promote or advertise their own qualifications, interest in or participation in the RFP Process without MPAC's prior written consent, which consent may be withheld, conditioned or delayed in MPAC's sole discretion. Respondents, Respondent Team Members and their respective advisors, employees and representatives are permitted to state publicly that they are participating in the RFP Process, but shall not publicly identify other Respondents without the prior written consent of MPAC.

3.6 MPAC Copyright

(1) Respondents shall not use the name of MPAC or any of MPAC's logos, designs, colours or registered trademarks and names used, owned or registered by MPAC, except with the prior written consent of MPAC.

3.7 Confidentiality and Disclosure Issues – Respondent Information

(1) Respondents are advised that MPAC may be required to disclose the RFP Documents, any other documentation related to the RFP Process and a part or parts of any Proposal pursuant to the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) ("MFIPPA"). Respondents are also advised that MFIPPA does provide protection for confidential and proprietary business information. Respondents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their Proposals. Subject to the provisions of MFIPPA, MPAC will use reasonable commercial efforts to safeguard the confidentiality of any information identified by the Respondent as confidential but shall not be liable in any way whatsoever to any Respondent or Respondent Team Member if such information is disclosed based on an order or

decision of the Information and Privacy Commissioner or otherwise as required under the applicable law.

(2) MPAC may provide the Proposals to any person involved in the review and/or evaluation of the Proposals on behalf of MPAC and MPAC may,

- (a) make copies of the Proposal; and
- (b) retain the Proposal.

(3) MPAC may disclose any information with respect to the Respondents, the Respondent Team Members, the Proposals and the RFP Process as required by applicable law.

(4) The Respondent shall not require MPAC or any of its representatives to sign a confidentiality agreement in respect of any step taken or information provided as part of this RFP Process.

3.8 MPAC Confidentiality Issues

(1) In this RFP, “RFP Information” shall mean all material, data, information or any item in any form, whether oral or written, including in electronic or hard-copy format, supplied by, obtained from or otherwise procured in any way, whether before or after the RFP Process, from MPAC in connection with the RFP Documents, or the Goods and/or Services, except it does not include any item which,

- (a) is or becomes generally available to the public other than as a result of a disclosure resulting from a breach of this RFP Section 3.8;
- (b) becomes available to the Respondent on a non-confidential basis from a source other than MPAC, so long as that source is not bound by a confidentiality agreement with respect to the information or otherwise prohibited from transmitting the information to the Respondent by a contractual, legal or fiduciary obligation; or
- (c) the Respondent is able to demonstrate was known to it on a non-confidential basis before it was disclosed to the Respondent by MPAC.

(2) RFP Information,

- (a) shall remain the sole property of MPAC and the Respondent shall maintain the confidentiality of such information except as required by law;
- (b) shall not be used by the Respondent for any other purpose other than submitting a Proposal or performing obligations under any subsequent agreement with MPAC relating to the Goods and/or Services;
- (c) shall not be disclosed by the Respondent to any person who is not involved in the Respondent’s preparation of its Proposal or in the performance of any subsequent agreement relating to MPAC without prior written authorization from MPAC;
- (d) shall not be used in any way detrimental to MPAC; and

- (e) if requested by MPAC, shall be returned to the Contact Person no later than 10 calendar days after such request is received in writing by the Respondent.

(3) Each Respondent shall be responsible for any breach of the provisions of this RFP Section 3.8 by any person to whom it discloses the RFP Information.

(4) Each Respondent or Negotiations Respondent acknowledges and agrees that a breach of the provisions of this RFP Section 3.8 would cause MPAC and/or its related entities to suffer loss which could not be adequately compensated by damages, and that MPAC and/or any related entity may, in addition to any other remedy or relief, enforce any of the provisions of this RFP Section 3.8 upon application to a court of competent jurisdiction without proof of actual damage to MPAC or any related entity.

(5) Notwithstanding RFP Section 9.1, the provisions of this RFP Section 3.8 shall be binding and shall survive any cancellation of this RFP and the conclusion of the RFP Process.

(6) MPAC may, in its sole discretion, require that Respondents execute legally binding confidentiality agreements, in a form and substance satisfactory to MPAC.

3.9 Entities Permitted to Submit Proposals

- (1) A Proposal may be submitted by:
 - (a) a single person or entity as the Respondent;
 - (b) a collection of entities or individuals as the Respondent (a “Joint Venture Respondent”); or
 - (c) a prime contractor and subcontractors.

For clarity, each participant in a Joint Venture Respondent (a “Joint Venture Participant”) and each prime contractor and subcontractor shall be considered a “Respondent Team Member”.

(2) Each Joint Venture Respondent shall submit, as part of its Proposal, a written commitment, in the form of a letter duly executed by a responsible officer of each Joint Venture Participant that,

- (a) confirms each Joint Venture Participant’s commitment to the joint venture and acceptance of the joint venture arrangements described in the Proposal in accordance with this RFP Section 3.9;
- (b) confirms each Joint Venture Participant’s willingness to provide a joint and several guarantee to MPAC to underwrite the performance of the joint venture in respect of the Final Agreement; and
- (c) identifies which Joint Venture Participant,
 - (i) will assume the leading role on behalf of the other Joint Venture Participants; and
 - (ii) will have the authority to bind or commit all Joint Venture Participants (the “Participant in Charge”).

(3) Each Joint Venture Participant shall demonstrate its authorization of the Participant in Charge by submitting a power of attorney signed by legally authorized signatories.

(4) If a Final Agreement is executed between MPAC and a Joint Venture Respondent, the parent companies of the entities forming the Joint Venture Respondent shall jointly and severally guarantee the obligations of the Joint Venture Respondent under the Final Agreement. MPAC may, in its sole discretion, also require parent companies of the entities forming the Joint Venture Respondent to be parties to the Final Agreement.

(5) MPAC encourages Respondents who employ women, aboriginal peoples, persons with disabilities, members of visible minorities and socio-economically disadvantaged persons to submit Proposals.

3.10 Respondents' Costs

(1) The Respondent shall bear all costs and expenses incurred by the Respondent relating to any aspect of its participation in this RFP Process.

(2) Except as explicitly set out in RFP Section 9.2(1), in no event shall MPAC be liable to pay any costs or expenses or to reimburse or compensate a Respondent under any circumstances, regardless of the conduct or outcome of the RFP Process.

3.11 Clarification and Verification of Respondent's Proposal

(1) MPAC may,

- (a) require the Respondent to clarify the contents of its Proposal;
- (b) require the Respondent to submit supplementary documentation clarifying any matters contained in its Proposal; and
- (c) seek a Respondent's acknowledgement of an MPAC interpretation of the Respondent's Proposal.

(2) MPAC is not obliged to seek clarification or verification of any aspect of a Proposal or any statement by a Respondent, including an ambiguity in a Proposal or in a statement made by a Respondent.

(3) Any written information received by MPAC from a Respondent pursuant to a request for clarification or verification from MPAC as part of the RFP Process may, in MPAC's discretion, be considered as an integral part of the Proposal.

3.12 Changes to Respondents and Respondent Team Members

(1) If, on or after the Submission Deadline and prior to execution of the Final Agreement, there is a Post-Submission Respondent Change, then the Respondent shall promptly notify MPAC in writing to the Contact Person. For the purposes of this RFP Section 3.12, a "Post-Submission Respondent Change" means:

- (a) an actual or proposed change of Control of the Respondent or a Respondent Team Member;

- (b) a change in circumstances that may materially adversely affect a Respondent or a Respondent Team Member in a way which could impair the Respondent's or a Respondent Team Member's ability to perform their respective obligations under the Draft Agreement;
- (c) the withdrawal of any Respondent Team Member and the proposed substitution of such person or entity; or
- (d) the proposed addition of any person or entity as a Respondent Team Member.

(2) In response to a notification in accordance with RFP Section 3.12(1), MPAC may, in its sole discretion, provide the Respondent with instructions as to the type of information required by MPAC to consider the Post-Submission Respondent Change as well as the deadlines for submission of information that the Respondent must meet in order to have its request considered by MPAC. The Respondent shall provide any further documentation as may be reasonably requested by MPAC to assess the impact of the Post-Submission Respondent Change on the Respondent and any Respondent Team Member, including in the case of a proposed substitution, the acceptability of the proposed substitute. In the case of a proposed substitution of a Respondent Team Member, if a Post-Submission Respondent Change is not acceptable to MPAC, the Respondent may propose an alternate substitute for review by MPAC in the same manner as the first proposed substitute. MPAC may, in its sole discretion, refuse to accept a Post-Submission Respondent Change that occurs or is requested by the Respondent after the Submission Deadline and may, in its sole discretion, disqualify the Respondent from continuing in the RFP Process.

SECTION 4 - PROPOSAL CONTENT AND FORMAT

4.1 Format and Content of Proposal

(1) Respondents should prepare their Proposals in accordance with and in the content and format requirements set out in the RFP Data Sheet.

(2) If applicable, the maximum length of the Proposal is set out in the RFP Data Sheet. MPAC may, in its sole discretion, not evaluate any pages of a Proposal in excess of the page limit set out in the RFP Data Sheet, which may adversely affect the scoring of the Proposal.

(3) Respondents are cautioned to review the provisions of the Draft Agreement with respect to pricing and compensation and shall take all provisions into account when completing the Price Form.

4.2 Proposal Submission Form

(1) Each Respondent will complete and execute the Proposal Submission Form set out on bids&tenders. For clarity, a Respondent will execute the Proposal Submission Form by having a person authorized to bind the Respondent type his or her name into the Proposal Submission Form on bids&tenders. The Respondent acknowledges that submitting the Proposal Submission Form executed in this manner will constitute an "electronic signature" as defined in the *Electronic Commerce Act (Ontario)*, S.O. 2000, c.17. Both MPAC and the Respondent consent to the use and acceptance of such electronic signature and acknowledge that such electronic signature will have the same force and effect as a handwritten signature.

4.3 Comments on the Draft Agreement

(1) If specified in the RFP Data Sheet, the Respondent may be invited to provide comments on the Draft Agreement, including any suggested changes, as part of its Technical Submission. MPAC may, in its discretion, and if specified in the RFP Data Sheet, evaluate the Respondent's comments and suggested changes and MPAC may specify certain terms and conditions that are not negotiable.

4.4 Conflict of Interest

(1) Each Respondent shall disclose any potential, perceived or actual conflict of interest of the Respondent or Respondent Team Members ("Conflict of Interest") to the Contact Person and in its Proposal Submission Form, in accordance with this RFP Section 4.4. MPAC may, in its sole discretion, waive any Conflict of Interest or may impose conditions on a Respondent that require the management, mitigation and/or minimization of the Conflict of Interest.

(2) Upon discovery of a Conflict of Interest, Respondents shall promptly disclose the Conflict of Interest in a written statement to the Contact Person. If MPAC discovers a Respondent's failure to disclose a Conflict of Interest, MPAC may disqualify the Respondent or terminate any Final Agreement awarded to that Respondent pursuant to this RFP Process.

(3) If, in the sole discretion of MPAC, a Respondent or Respondent Team Member is determined to have a Conflict of Interest that, in MPAC's sole discretion, cannot be managed, mitigated or minimized, MPAC may, in addition to any other remedies available at law or in equity, disqualify the Proposal submitted by the Respondent.

SECTION 5 - PROPOSAL SUBMISSION, WITHDRAWAL, MODIFICATION

5.1 Submission of Proposals and Late Proposals

(1) Each Respondent shall submit its Proposal on bids&tenders at <https://mpac.bidsandtenders.ca/> before the Submission Deadline and in accordance with the requirements set out in this RFP Section 5.1.

(2) It is the sole responsibility of the Respondent to ensure that its Proposal is received by MPAC on or before the Submission Deadline. It is the sole responsibility of the Respondent when submitting a Proposal to ensure that it is submitted correctly and in accordance with bids&tenders rules and requirements.

(3) For the purpose of the RFP Process, the determination of whether a Proposal is submitted on or before the Submission Deadline will be based on the electronic time and date of the receipt of a successful submission set out in bids&tender audit log without consideration as to the time and date the Respondent initiated submission of the Proposal.

(4) With respect to the submission of Proposals, Respondents are advised as follows:

- (a) MPAC will not accept responsibility for the delivery of any Proposal that is delivered other than by electronic submission through bids&tenders, and will not accept, acknowledge, or return hard copy, facsimile or electronically emailed Proposals. For greater certainty, Respondents

should not send the Contact Person an email or other communication containing any Proposal or portion thereof.

- (b) Each Respondent must submit, electronically in bids&tenders, an electronic copy of the complete Proposal on or before the Submission Deadline.
- (c) Each Respondent is required to submit its Proposal electronically in bids&tenders in accordance with the requirements set out in bids&tenders. Each Respondent should submit separately, in the file format specified on bids&tenders, each of the following portions of its Proposal in the dedicated section of bids&tenders that is labeled to correspond with the applicable portion of the Proposal:
 - (i) a completed Proposal Submission Form;
 - (ii) a completed Technical Submission; and
 - (iii) a completed Financial Submission.

(5) Respondents should allow sufficient time to submit and upload their Proposals. If a Proposal contains many large documents or if the Respondent is not running on high speed internet, the Respondent may require additional time in order to complete the submission and should budget time for submission of the Proposal accordingly. Respondents are cautioned that bids&tenders will not allow the submission of a Proposal or portion of a Proposal if,

- (a) the Submission Deadline passes prior to a Respondent commencing the upload or submission of the Proposal or portion of the Proposal; or
- (b) the Submission Deadline passes while a Respondent is in the process of uploading or submitting its Proposal or portion of a Proposal.

If a Respondent experiences an issue with submission of its Proposal, the Respondent is advised to contact bids&tenders directly in accordance with RFP Section 2.4(2)(a). MPAC will be unable to assist with any bids&tenders-related issues.

(6) The largest individual file size that can be submitted by a Respondent through bids&tenders is 500 MB.

(7) Upon the successful submission of its Proposal, each Respondent should see a “success” message on bids&tenders and receive an email confirmation receipt from noreply@bidsandtenders.ca. Respondents are advised to add this email address to their “safe sender list” to ensure they receive this email confirmation. Respondents that do not receive an email confirmation following submission of their Proposals are advised to contact bids&tenders directly in accordance with RFP Section 2.4(2)(a).

(8) A Proposal that is not submitted in accordance with the requirements of this RFP Section 5.1 may be rejected by MPAC and MPAC will not be under any obligation to notify the Respondent that the Proposal was not submitted in accordance with the requirements of this RFP Section 5.1.

5.2 Late Proposals

(1) MPAC may, in its sole discretion, accept or reject Proposals that are submitted after the Submission Deadline.

5.3 Withdrawal of Proposals

(1) A Respondent may withdraw its Proposal at any time during the RFP Process by selecting “withdraw” or “edit” on bids&tenders.

5.4 One Proposal per Person or Entity

(1) Except as set out in the RFP Data Sheet and with MPAC’s prior written consent,

- (a) A person or entity shall submit or participate in only one Proposal either individually or as a Respondent Team Member;
- (b) No person or entity shall be a subcontractor of a Respondent while submitting a Proposal individually or as a Respondent Team Member in the same RFP Process; and
- (c) No person or entity shall be a subcontractor of a Respondent or Respondent Team Member in respect of more than one Proposal.

(2) If a person or entity submits or participates in more than one Proposal in contravention of RFP Section 5.4(1), MPAC may, in its sole discretion, disqualify any or all of the Proposals submitted by that person or entity or in which that person or entity is a participant.

SECTION 6 - PROPOSAL EVALUATION

6.1 Evaluation of Proposals

(1) The Respondents’ Proposals will be reviewed and evaluated by MPAC on the basis of the evaluation criteria set out in the RFP Data Sheet (the “Evaluation Criteria”).

(2) MPAC may require that Respondents receive a pre-established minimum passing score before being eligible to be considered further in the RFP Process (including being eligible for an interview). If MPAC intends to require a minimum passing score in this RFP Process, the required minimum passing score and any related requirements are set out in the RFP Data Sheet. Failure to achieve a minimum passing score may prevent a Respondent from being eligible to be considered further in the RFP Process.

(3) The Respondents acknowledge that Proposals submitted in response to this RFP may not be directly comparable to one another. As a result, notwithstanding the general evaluation criteria set out in the RFP Data Sheet, MPAC intends to exercise a broad range of discretion in evaluating Respondents. MPAC’s evaluation will be based on both subjective and objective criteria.

(4) Notwithstanding anything else to the contrary in this RFP, if MPAC, in its sole discretion, is of the opinion that a Respondent has submitted a price that is too low to be sustainable and to ensure the delivery of the Goods and/or Services in accordance with the Draft Agreement, MPAC may decline to select that Respondent to be a Negotiations Respondent.

6.2 Interviews, Site Visits, Demonstrations and Presentations

(1) MPAC may, in its sole discretion, conduct interviews, demonstrations, site visits or presentations if set out in the RFP Data Sheet.

(2) The evaluation of any interviews, demonstrations, site visits or presentations will be conducted in accordance with the process set out in the RFP Data Sheet.

(3) MPAC may conduct interviews, demonstrations, site visits or presentations with some or all Respondents.

SECTION 7 - DISQUALIFICATION

7.1 Disqualification

(1) MPAC may, in its sole discretion, disqualify a Proposal or cancel its decision to identify a Respondent as a Negotiations Respondent or a Successful Respondent, at any time prior to the execution of the Final Agreement by MPAC, if,

- (a) the Respondent, including any of its Respondent Team Members, fails to cooperate in any attempt by MPAC to clarify or verify any information provided by the Respondent in its Proposal;
- (b) the Respondent, including any of its Respondent Team Members, contravenes RFP Sections 3.4, 3.5 or 5.4(2);
- (c) the Respondent, including any of its Respondent Team Members, fails to comply with applicable law;
- (d) the Proposal contains false or misleading information or the Respondent or a Respondent Team Member provides false or misleading information in its interview (if an interview is conducted);
- (e) the Proposal, in the sole discretion of MPAC, reveals a Conflict of Interest that cannot be managed, mitigated or minimized;
- (f) a Post-Submission Respondent Change has occurred which has not been approved by MPAC in accordance with RFP Section 3.12(1);
- (g) there is evidence that the Respondent, any of its Respondent Team Members or any of their respective employees, agents, consultants, contractors, service providers or representatives colluded with one or more other Respondents, Respondent Team Members or any of their respective employees, agents, consultants, contractors, service providers or representatives in the preparation or submission of Proposals;
- (h) the Respondent or any Respondent Team Member has breached any agreement with MPAC;
- (i) the Respondent, including any of its Respondent Team Members, has been convicted of an offence in connection with any services rendered to MPAC;

- (j) the Respondent or any Respondent Team Member has breached an agreement for goods or services or goods and services similar to the ones requested under this RFP with an entity other than MPAC;
- (k) the Respondent or any Respondent Team Member was convicted of a criminal offence within the three years immediately prior to the Submission Deadline;
- (l) a Respondent or any Respondent Team Member is, at the time of issuance of this RFP or any time during the RFP Process, engaged in ongoing litigation against MPAC; or
- (m) a Respondent or any Respondent Team Member engages in any activity which, at the sole discretion of MPAC, is contrary to the public interest or is harmful to the integrity or reputation of MPAC.

SECTION 8 - DRAFT AGREEMENT NEGOTIATION, FINALIZATION AND DEBRIEFING AND SUCCESSFUL RESPONDENT

8.1 Negotiation and Finalization of the Agreement

(1) MPAC may, in its sole discretion, enter into negotiations with one or more Negotiations Respondent(s) for the purpose of finalizing the Final Agreement. MPAC will notify the Negotiations Respondent(s) that it has been selected to enter into negotiations with MPAC.

(2) After notification pursuant to RFP Section 8.1(1), MPAC will make arrangements to commence negotiations. Both MPAC and the Negotiations Respondent may withdraw from negotiations at any time. The Draft Agreement will be the basis for negotiations and ultimately, subject to negotiations, the Final Agreement between a Successful Respondent and MPAC.

(3) Subject to RFP Section 9.1, MPAC will determine whether to enter into Final Agreements with one or more Respondents based on the best overall value, capabilities and availability of the Respondents.

(4) MPAC reserves the right in its sole discretion to sub-divide and/or bundle the Goods and/or Services which are the subject of this RFP and award one or any number of separate contracts for the Goods and/or Services where the Proposals do not, in the view of MPAC, represent appropriate value for money.

8.2 Debriefing and Procurement Complaints

(1) Unless otherwise specified in the RFP Data Sheet, Respondents may request a debriefing. All Respondent requests should be in writing to the Contact Person no later than 60 days of receipt of the notification. MPAC will determine the format, timing and contents of the debriefing session.

(2) MPAC has a formal bid dispute process to resolve complaints regarding this RFP Process. Details are available on MPAC's website at www.mpac.ca.

SECTION 9 - LEGAL MATTERS AND RIGHTS OF MPAC

9.1 RFP Not a "Bidding Contract" or a Tender

(1) Notwithstanding any other provision of this RFP, this RFP is not a tender and is not an offer to enter into either a bidding contract (often referred to as “Contract A”) or a contract to provide the Goods and/or Services (often referred to as “Contract B”). Except as provided in RFP Sections 3.8 and 9.2, neither this RFP nor the submission of a Proposal by a Respondent shall create any legal or contractual rights or obligations whatsoever on any of the Respondent or MPAC. Except as provided in RFP Sections 3.8 and 9.2, no legal relationship or obligation of any kind whatsoever shall be created between the Respondent or MPAC until the successful negotiation and execution of a written Final Agreement.

(2) Without limiting the generality of RFP Section 9.1(1), the following principles apply to this RFP Process:

- (a) MPAC may, in its sole discretion, change or discontinue this RFP Process at any time whatsoever;
- (b) MPAC may, in its sole discretion, decline to evaluate any Proposal that, in its sole discretion, is incomplete, obscure or does not contain sufficient information to carry out a reasonable evaluation;
- (c) MPAC may, in its sole discretion, enter into negotiations with any Respondent, person or persons with respect to the Goods and/or Services that are the subject of this RFP;
- (d) While a Respondent will likely be evaluated more favourably if its Proposal is in the format requested in this RFP, a Respondent is not obligated to comply with the format requirements of the RFP in order to have its Proposal evaluated by MPAC. For clarity, this principle applies whether or not the expressions “must” or “shall” are used to describe what is required of the Respondents;
- (e) There are no mandatory requirements for a Respondent or a Proposal in this RFP Process;
- (f) MPAC may, in its sole discretion, request any supplementary information whatsoever from a Respondent after the Submission Deadline, including information that the Respondent could or should have submitted prior to the Submission Deadline (provided however, that MPAC is not obliged in any way whatsoever to request supplementary information from a Respondent);
- (g) While the pricing information provided is subject to the non-binding nature of this RFP Process, such information will be assessed during the evaluation of Proposals and accordingly, misleading or incomplete information, including withdrawn or altered pricing during contract negotiations, could adversely impact any such evaluation or negotiations and result in the cessation of negotiations with that Respondent; and
- (h) MPAC may, in its sole discretion and at any time during the RFP Process,
 - (i) reject any or all of the Proposals;
 - (ii) accept any Proposal;

- (iii) if only one Proposal is received, either elect to accept or reject it or to enter into negotiations with the applicable Respondent;
 - (iv) elect not to proceed with the RFP;
 - (v) alter the Timetable;
 - (vi) change the RFP Process or any other aspect of the RFP Documents; and
 - (vii) cancel this RFP Process and subsequently conduct another competitive process for the same goods and/or services that are the subject matter of this RFP or subsequently enter into negotiations with any person or persons with respect to the goods and/or services that are the subject matter of this RFP.
- (3) For clarity, RFP Section 9.1(1) is not intended to limit the rights of the MPAC or the Respondents to conduct themselves in accordance with the common law governing direct commercial negotiations in effect in accordance with applicable law.

9.2 Limit on Liability

(1) Notwithstanding that in accordance with RFP Section 9.1(1) this RFP is not a tender and is not intended to create “Contract A”, the Respondent and all other entities participating in this RFP Process agree that if MPAC is found to be liable, in any way whatsoever, for any act or omission of any of them in respect of this RFP Process, the total liability of MPAC to any Respondent, Respondent Team Member or any other entity participating in this RFP Process, and the aggregate amount of damages recoverable against MPAC for any matter relating to or arising from any act or omission by any one or more of them, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of MPAC shall be no greater than the Respondent’s cost of preparing its Proposal or \$50,000, whichever is less.

9.3 Maintaining Prices and Proposal Commitments

(1) Notwithstanding the absence of a bidding contract as set out in RFP Section 9.1 and notwithstanding the right of the Respondent to withdraw its Proposal in accordance with RFP Section 5.3, MPAC expects that any commitments made in all Proposals that remain in the RFP Process, including any prices contained in a Proposal, will be maintained by the Respondent for a period of six months after the Submission Deadline, unless otherwise specified in the RFP Data Sheet. If a Respondent fails to maintain its Proposal commitments or its prices for six months after the Submission Deadline, MPAC may, in its sole discretion and irrespective of the score or ranking of that Respondent, refuse to enter into negotiations, or may discontinue negotiations, with that Respondent.

SECTION 10 - DEFINITIONS

10.1 General

- (1) In this RFP, the singular shall include the plural and the plural shall include the singular, except where the context otherwise requires.
- (2) All references in this RFP to “discretion” or “sole discretion” means in the sole and absolute discretion of the party exercising the discretion.

10.2 RFP Definitions

Whenever used in this RFP,

- (1) “Addendum” means a written addendum to the RFP Documents issued by MPAC as set out in RFP Section 3.3;
- (2) “bids&tenders” means the electronic bid solicitation and vendor submission website used by MPAC for the RFP Process;
- (3) “Conflict of Interest” is defined in RFP Section 4.4(1);
- (4) “Contact Person” means the contact person listed in the RFP Data Sheet in respect of RFP Section 3.2(1);
- (5) “Control” means, with respect to any Person at any time, (i) holding, whether directly or indirectly, as owner or other beneficiary (other than solely as the beneficiary of an unrealized security interest) securities or ownership interests of that Person carrying votes or ownership interests sufficient to elect or appoint fifty percent (50%) or more of the individuals who are responsible for the supervision or management of that Person, or (ii) the exercise of de facto control of that Person, whether direct or indirect and whether through the ownership of securities or ownership interests or by contract, trust or otherwise;
- (6) “Contract A” is defined in RFP Section 9.1(1);
- (7) “Contract B” is defined in RFP Section 9.1(1);
- (8) “Draft Agreement” is defined in RFP Section 2.1(1)(e);
- (9) “Evaluation Criteria” is defined in RFP Section 6.1(1);
- (10) “Final Agreement” means a final agreement entered into pursuant to this RFP Process;
- (11) “Financial Submission” means the financial submission submitted in accordance with the requirements set out in Schedule C to this RFP;
- (12) “Goods and/or Services” is defined in RFP Section 1.1(1);
- (13) “includes” and “including” means “includes without limitation” and “including without limitation” respectively;

- (14) “Joint Venture Participant” is defined in RFP Section 3.9(1);
- (15) “Joint Venture Respondent” is defined in RFP Section 3.9(1)(b);
- (16) “MFIPPA” is defined in RFP Section 3.7(1);
- (17) “MPAC” is defined in RFP Section 1.1(1);
- (18) “Negotiations Respondent” is defined in RFP Section 1.1(1);
- (19) “Notices” is defined in RFP Section 3.2(4);
- (20) “Participant in Charge” is defined in RFP Section 3.9(2)(c)(ii);
- (21) “Person” means a natural person, firm, trust, partnership, limited partnership, company or corporation (with or without share capital), joint venture, sole proprietorship, governmental authority or other entity of any kind;
- (22) “Post-Submission Respondent Change” is defined in RFP Section 3.12(1);
- (23) “Price Form” means the form provided in Schedule C to the RFP or on bids&tenders, as applicable;
- (24) “Proposal” is defined in RFP Section 1.1(1);
- (25) “Proposal Submission Form” means the proposal submission form set out on bids&tenders;
- (26) “Respondent” is defined in RFP Section 1.1(1);
- (27) “Respondent Team Member” is defined in RFP Section 1.1(1);
- (28) “Response to Questions Document” is defined in RFP Section 3.2(2);
- (29) “RFP” is defined in RFP Section 1.1(1);
- (30) “RFP Documents” is defined in RFP Section 2.1(1);
- (31) “RFP Information” is defined in RFP Section 3.8(1);
- (32) “RFP Number” is defined in RFP Section 1.1(1);
- (33) “RFP Process” is defined in RFP Section 1.1(3);
- (34) “Submission Deadline” is defined in RFP Section 3.1(1);
- (35) “Successful Respondent” is defined in RFP Section 1.1(1);
- (36) “Technical Submission” means the technical submission submitted in accordance with the requirements set out in Schedule B to this RFP; and
- (37) “Timetable” is defined in RFP Section 3.1(1).