



A Model of Cooperation

**Request for Proposals
For
Mattresses**

Request for Proposals No: 2018 – 004

Issued: December 13, 2018

Submission Deadline: January 16, 2019 4:00 PM local time

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1. Invitation and Submission Instructions

1.1. Invitation to Proponents

- 1.1.1. This Request for Proposals (the “RFP”) is an invitation by Interuniversity Services Incorporated (“ISI”) to prospective proponents to submit proposals for the provision of student dorm mattresses, as further described in Appendix D RFP Particulars – 1. The Deliverables (the “Deliverables”).
- 1.1.2. Interuniversity Services Inc. (ISI) is a not-for-profit company incorporated in 1984 by four independent universities. ISI currently provides selected central administrative services and collaborative procurement initiatives for eighteen-member institutions in Nova Scotia, New Brunswick, Prince Edward Island and Newfoundland/Labrador, thus reducing their overall operating costs, improving services and providing a framework for cooperation among the membership, while maintaining their independence. In addition, ISI share office resources with and provides administrative support to Novanet Inc., Nova Scotia Council on Admission and Transfer (NSCAT) and Higher Ed IT Shared Services (HISS).
- 1.1.3. ISI invites proposals for the provision of student dorm mattresses at participating members institutions. This RFP may be award whole or in part to one or more qualified proponents. The intent is to enter into a standing offer arrangement with multiple qualified suppliers.

1.2. RFP Contact

- 1.2.1. For the purposes of this procurement process, the “RFP Contact” will be:
Li Lei, Contracts Manager
li.lei@interuniversity.ns.ca
- 1.2.2. Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of ISI or its member institutions, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.3. Type of Contract for Deliverables

- 1.3.1. The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with ISI for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between ISI and the selected proponent. The term of the agreement is to be for a period of **three (3) years**, with an option in favour of ISI to extend the agreement on the same terms and conditions for an additional term of up to **three one-year option periods**.

1.4. RFP Timetable

| | |
|------------------------------------|---------------------------------------|
| Issue Date of RFP | December 13, 2018 |
| Deadline for Questions | December 20, 2018, 4:00 PM local time |
| Deadline for Issuing Addenda | January 9, 2019, 4:00 PM local time |
| Submission Deadline | January 16, 2019 4:00 PM local time |
| Rectification Period | 5 business days |
| Contract Negotiation Period | 30 calendar days |
| Anticipated Execution of Agreement | March 1, 2019 |

1.4.1. The RFP timetable is tentative only and may be changed by ISI at any time. For greater clarity, business days means all days that ISI is open for business.

1.5. Submission of Proposals

1.5.1. Proposals to be Submitted at Prescribed Location

1.5.1.1. Proposals must be submitted through ISI's online Bonfire portal at:

<https://interuniversity.bonfirehub.ca/opportunities/19629>

1.5.1.2. Submissions by other methods will not be accepted.

1.5.1.3. Minimum system requirements are Internet Explorer 11, Google Chrome, or Mozilla Firefox. JavaScript and cookies must be enabled.

1.5.1.4. Proponents should contact Bonfire at Support@GoBonfire.com for technical questions related to submissions or visit Bonfire's help forum at <https://bonfirehub.zendesk.com/hc>.

1.5.2. Proposals to be Submitted on Time

1.5.2.1. Proposals must be uploaded and finalized on or before the Submission Deadline set out in the RFP Timetable.

1.5.2.2. Uploading large documents may take significant time, depending on file size and internet connection speed. It is strongly recommended that proponents allow sufficient time of at least one (1) hour before the Submission Deadline to upload documents and finalize their submissions.

1.5.2.3. Proponents will receive an email confirmation receipt with a unique confirmation number upon finalizing their submissions.

1.5.3. Proposals to be Submitted in Prescribed Format

- 1.5.3.1.** Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire portal.
- 1.5.3.2.** The maximum upload file size is 1000 MB.
- 1.5.3.3.** Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.
- 1.5.4. Amendment of Proposals**
 - 1.5.4.1.** Proponents may amend their proposals prior to the Submission Deadline by un-submitting the proposal and re-submitting a revised proposal through the Bonfire portal.
- 1.5.5. Withdrawal of Proposals**
 - 1.5.5.1.** At any time throughout the RFP process until the execution of a Framework Agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal prior to the Submission Deadline, a proponent should un-submit the proposal through the Bonfire portal. Following the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent.

[End of Part 1]

2. Evaluation, Negotiation and Award Stages

2.1. Stage I – Mandatory Submission Requirements

2.1.1. Stage I will consist of a review to determine which proposals comply with all the mandatory submission requirements. If a proposal fails to satisfy all the mandatory submission requirements, ISI will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that ISI issues a rectification notice to the proponent. The mandatory submission requirements are set out in Appendix D RFP Particulars - 3. Mandatory Submission Requirements.

2.2. Stage II – Evaluation

2.2.1. Mandatory Technical Requirements

2.2.1.1. ISI will review the proposals to determine whether the mandatory technical requirements as set out in Appendix D RFP Particulars – 4. Mandatory Technical Requirements have been met. Questions or queries on the part of ISI as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out below in 3. Terms and Conditions of the RFP Process.

2.2.2. Rated Criteria

2.2.2.1. ISI will evaluate each qualified proposal based on the non-price rated criteria as set out in Appendix D RFP Particulars – 5. Rated Criteria.

2.3. Stage III – Pricing

2.3.1. Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Appendix C – 2. Evaluation of Pricing. The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.4. Stage IV – Ranking and Contract Negotiations

2.4.1. Ranking of Proponents

2.4.1.1. After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with ISI.

2.4.2. Contract Negotiation Process

2.4.2.1. Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (3. Terms and Conditions of The RFP Process) and will not constitute a legally binding offer to enter into a contract on the part of ISI or the proponent and there will be no legally binding relationship created with any

proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between ISI and the selected proponent. Negotiations may include requests by ISI for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by ISI for improved pricing or performance terms from the proponent.

2.4.3. Time Period for Negotiations

2.4.3.1. ISI intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date ISI invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Appendix D RFP Particulars – 4.2 Pre-Conditions of Award, provide requested information in a timely fashion and conduct its negotiations expeditiously.

2.4.4. Failure to Enter into Agreement

2.4.4.1. If the pre-conditions of award listed in Appendix D RFP Particulars – 4.2 Pre-Conditions of Award Section are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, ISI may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until ISI elects to cancel the RFP process.

2.4.4.2. Notification of Negotiation Status

2.4.4.2.1. Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

3. Terms and Conditions of The RFP Process

3.1. General Information and Instructions

3.1.1. Proponents to Follow Instructions

3.1.1.1. Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2. Proposals in English

3.1.2.1. All proposals are to be in English only.

3.1.3. No Incorporation by Reference

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

3.1.4. Past Performance

3.1.4.1. In the evaluation process, ISI may consider the proponent's past performance or conduct on previous contracts with ISI or other institutions.

3.1.5. Information in RFP Only an Estimate

3.1.5.1. ISI, its member institutions and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown, or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6. Proponents to Bear Their Own Costs

3.1.6.1. The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7. Proposal to be Retained by ISI

3.1.7.1. ISI will not return the proposal, or any accompanying documentation submitted by a proponent.

3.1.8. No Guarantee of Volume of Work or Exclusivity of Contract

3.1.8.1. ISI makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. ISI may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2. Communication after Issuance of RFP

3.2.1. Proponents to Review RFP

- 3.2.1.1.** Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. ISI is under no obligation to provide additional information, and ISI is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. ISI is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.
- 3.2.2. All New Information to Proponents by Way of Addenda**
- 3.2.2.1.** This RFP may be amended only by addendum in accordance with this section. If ISI, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by ISI. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.
- 3.2.3. Post-Deadline Addenda and Extension of Submission Deadline**
- 3.2.3.1.** If ISI determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, ISI may extend the Submission Deadline for a reasonable period of time.
- 3.2.4. Verify, Clarify and Supplement**
- 3.2.4.1.** When evaluating proposals, ISI may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent’s proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Appendix D RFP Particulars – 4. Mandatory Technical Requirements. ISI may revisit, re-evaluate and rescore the proponent’s response or ranking on the basis of any such information.
- 3.3. Notification and Debriefing**
- 3.3.1. Notification to Other Proponents**
- 3.3.1.1.** Once an agreement is executed by ISI and a proponent, the other proponents may be notified directly in writing and will be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.
- 3.3.2. Debriefing**
- 3.3.2.1.** Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification.
- 3.3.3. Procurement Protest Procedure**

3.3.3.1. If a proponent wishes to challenge the RFP process, it should provide written notice within thirty (30) days of notice of award to the RFP Contact in accordance with ISI's procurement protest procedures and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

3.4. Conflict of Interest and Prohibited Conduct

3.4.1. Conflict of Interest

3.4.1.1. For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

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

3.4.1.1.2. in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2. Disqualification for Conflict of Interest

3.4.2.1. ISI may disqualify a proponent for any conduct, situation or circumstances, determined by ISI, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3. Disqualification for Prohibited Conduct

3.4.3.1. ISI may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if ISI determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4. Prohibited Proponent Communications

3.4.4.1. Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.5. Proponent Not to Communicate with Media

- 3.4.5.1.** Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.
- 3.4.6. No Lobbying**
- 3.4.6.1.** Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).
- 3.4.7. Illegal or Unethical Conduct**
- 3.4.7.1.** Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of ISI or its member institutions; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.
- 3.4.8. Past Performance or Past Conduct**
- 3.4.8.1.** ISI may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:
- 3.4.8.1.1.** illegal or unethical conduct as described above;
 - 3.4.8.1.2.** the refusal of the supplier to honour its submitted pricing or other commitments; or
 - 3.4.8.1.3.** any conduct, situation or circumstance determined by ISI, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5. Confidential Information

3.5.1. Confidential Information of ISI

- 3.5.1.1.** All information provided by or obtained from ISI in any form in connection with this RFP either before or after the issuance of this RFP:
- 3.5.1.1.1.** is the sole property of ISI and must be treated as confidential;
 - 3.5.1.1.2.** is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
 - 3.5.1.1.3.** must not be disclosed without prior written authorization from ISI; and
 - 3.5.1.1.4.** must be returned by the proponent to ISI immediately upon the request of ISI.

3.5.2. Confidential Information of Proponent

- 3.5.2.1.** A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by ISI. The confidentiality of such information will be maintained by ISI, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to

advisers retained by ISI to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6. Procurement Process Non-Binding

3.6.1. No Contract A and No Claims

3.6.1.1. This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

3.6.1.1.1. this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and

3.6.1.1.2. neither the proponent nor ISI will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

3.6.2. No Contract until Execution of Written Agreement

3.6.2.1. This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and ISI by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3. Non-Binding Price Estimates

3.6.3.1. While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of ISI to enter into an agreement for the Deliverables.

3.6.4. Cancellation

3.6.4.1. ISI may cancel or amend the RFP process without liability at any time.

3.7. Governing Law and Interpretation

3.7.1. These Terms and Conditions of the RFP Process:

3.7.1.1. are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

3.7.1.2. are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and

3.7.1.3. are to be governed by and construed in accordance with the laws of the province of Nova Scotia and the federal laws of Canada applicable therein.

[End of Part 3]