



*Procurement Services
Supply Chain Management*

*Competitive Bid No **SCM22-022***

Negotiated Request for Proposal
Brand and Reputation Research Study

CLOSING DATE: October 5th, 2022

THIS DOCUMENT IS POSTED ON BONFIRE AND ADVERTISED ON
THE ALBERTA PURCHASING CONNECTION (APC)



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Introduction

Request for Proposal Overview

The Northern Alberta Institute of Technology (NAIT) is seeking *Proposals* for the vendor for a comprehensive brand research study. This work includes both qualitative and quantitative research and analysis of NAIT's brand to gain a better understanding of how NAIT's audiences perceive our institution, awareness about who we are and our offerings and the competitive landscape, as well as re-establishing brand tracking measures.

Contract Term

- a) The contract term is based on a three (3) year agreement.

The Scope of Work and Requirements are outlined in Attachment A – Scope of Work
It is NAIT's intention to enter into Contract with only one (1) successful proponent.

NAIT is using a multi-stage procurement process to select the successful proponent to perform the Work. The process may be summarized as per the following:

- a) Proposals will be submitted and evaluated as described in this NRFP.
- b) The proponent(s) with the highest total score will become NAIT's Preferred Proponent.
- c) Contract negotiations may be entered into with the Preferred Proponent with the attached Draft Form of Agreement as the starting point for negotiations.
- d) If contract negotiations are unsuccessful, NAIT will discontinue negotiations with the Preferred Proponent and may begin the negotiation process anew with the proponent with the next highest total score, who then becomes the Preferred Proponent.

It is the specific intention of NAIT to conduct negotiations with proponents based on rankings resulting from the evaluation of the proposals. These negotiations may be with respect to Scope of Work, Price, Form of Agreement, Terms and Conditions or any other matter forming part of this Negotiated Request for Proposal. The negotiation stage of this NRFP will not provide a proponent an opportunity to submit information that should have been included with a proposal before the Closing Date.

Overview of NAIT

NAIT's guiding principles are the Vision and Promises. It identifies our vision to be the most relevant and responsive post-secondary institution in Canada and one of the world's leading polytechnics. Please see the supplied link for more information.

<http://www.nait.ca/44315.htm>

NAIT's Authorized Representatives

Name: Jason Silver
Email: jsilver@nait.ca

Important Dates

All times referenced in the RFP Documents are Alberta time, unless explicitly stated otherwise.
NAIT will only consider proposals received by NAIT by the Closing Date. NAIT will not accept any



proposals submitted once the time remaining on the countdown clock in Bonfire for this RFP no longer has any time remaining.

The Close of Questions is 4:00 pm, 5 working days prior to the Closing Date.

Rectification. The deadline for rectification of proposals is 4:00 pm, on the third working day following the written request for rectification by NAIT.

Closing Date is October 5, 2022 @ 11:00 am MST.

Negotiations is October 12-18, 2022. (estimated)

Contract Award is October 25, 2022. (estimated)

Closing Date

Complete Proposals must be delivered to, and received, in NAIT's Bonfire procurement portal no later than **October 5th, 2022 @ 11:00 am MST**.

In case of disagreement, the time in NAIT's online procurement portal shall prevail as official. Proposal submissions will NOT be publicly opened.

NAIT reserves the right in its sole discretion to extend the closing dates prior to the closing date and time without notice to Proponents. NAIT will endeavor to notify Proponents as soon as practically possible via posting on Bonfire and APC (Alberta Purchasing Connection) in the event of any extension of the closing date.

Mandatory Requirements

NAIT will review each proposal to verify that the proposal is compliant and meets all of the mandatory requirements. Proposals that fail to comply with the mandatory requirements may be considered non-compliant and may not be eligible for evaluation or further consideration by NAIT.

If there are any conflicts, discrepancies, errors or omissions between the mandatory requirements in the lists below and references elsewhere in the RFP Documents, the references elsewhere in the RFP Documents will take precedence and govern. The descriptions contained in the lists below are for convenience of reference only and are not to affect the interpretation of the mandatory requirements.

Mandatory requirements are set out below. Please note that the lists below do not include pre-conditions of award, which must be met by the selected proponent in order to be awarded the Contract.

Standard Mandatory Requirements

The standard mandatory requirements are:

- a) Request for Proposal Documents – The Request for Proposal (RFP) Documents shall be the basis upon which the proposals shall be submitted.
- b) Important Dates – NAIT will only consider proposals received by NAIT by the Closing Date.
- c) Request for Proposal Document Instructions – the cost for completing any Work described by addenda must be included in the proposal.
- d) Changes, Modifications, and Clarifications to the RFP – The proponent shall fully and carefully examine the RFP Documents.
- e) Communication – Proponents must not engage in political or other lobbying, or contact, or attempt to contact directly or indirectly, any individuals other than NAIT's Authorized Representative defined above, for all things regarding the negotiated RFP.
- f) Proposals Submitted by Two or More entities – the proponent must indicate whether



the proposal is being submitted by a team of two or more entities.

- g) Conflict of Interest – Proponents must disclose information contrary to the representations and warranties contained in, or information required to be disclosed under the Conflict of Interest Article.
- h) Form of Proposal – Proposals must be written in English.
- i) Proposal Pricing – Prices included in proposals must include the cost of any direct and indirect costs associated with the proponents Bid.

Mandatory Requirements Specific to this negotiated NRFP

- Submission of an executed Signature Page – Attachment C Authorization to Bid.
- Compliance with mandatory Requirements as identified in Attachment B – Requirements;
- Pricing submitted in a separate attachment
- Bonfire Questionnaire’s responses submitted.

Inquiries

All inquiries and other communication relating to this competitive bid and any subsequent contract are to be directed in writing only to the above-named persons who are NAIT’s authorized representatives.

Any inquiry regarding this competitive bid or its subject matter should be submitted prior to the date and time listed in the Key Target Dates to allow NAIT sufficient time to reply. Depending upon the nature of the inquiry, NAIT may respond, if appropriate, by a written addendum.

NAIT shall have no responsibility for, and all Proponents agree not to rely upon, communications, representations, or statements from any other person regarding this competitive bid, its subject matter, or any subsequent contract.

Electronic Posting

Electronic copies of the Request Documents, including any addenda added, may only be obtained by proponents from Bonfire. The electronic version of the Request for Proposal Documents are found on Bonfire at <https://nait.bonfirehub.ca/opportunities/57684> including any addenda added, is the only official version of the RFP Documents and the only version approved by NAIT.

In addition to being found on Bonfire, a notice regarding the posting of this Request may also be found on the Alberta Purchasing Connection website at: www.purchasingconnection.ca.

Trade Agreements

This negotiated Request for Proposal falls within the scope and is subject to the applicable provisions of the New West Partnership Trade Agreement, Chapter 5 of the Canadian Free Trade Agreement, and Chapter 19 of the Comprehensive Economic and Trade Agreement.



Instructions to Proponents

Definitions

Admin User or Administrative User means users in the Solution who have the highest permissions and configuration abilities.

Alberta Purchasing Connection or APC means the Government of Alberta's electronic tendering system.

Business Day means Monday to Friday, excluding statutory holidays observed in the Province of Alberta.

Business User means a user in the Solution who have the lowest permissions and configuration abilities. These users will be utilizing the Solution solely for business functions.

Claim means and includes actions, causes of action, claims, cross-claims, third party claims subrogated claims, claims to rights of subrogation, rights of indemnification, rights of contribution, demands, rights, damages, losses, set-offs, suits, proceedings, judgments, obligations, liabilities, costs(including court costs and lawyer's fees and disbursements), debts, and expenses, including interest, penalties or fines, of every nature and kind whatsoever, at law, in equity, under statute or otherwise, whether now known or unknown; including, without limitation, in contract, tort, or any other legal theory.

Close of Questions means the date and time specified in the Invitation as such.

Configuration means any change, enhancement, etc. to the Software not requiring source code changes completed by the Vendor to provide the specified functionality.

Contract means the agreement to be entered into between NAIT and the selected proponent.

Contract Manager means the business owner of a contract.

Contract Record or CR means a partial or complete contract within the Solution.

Desirable Requirement means a provision having a degree of importance to the objectives of the RFP and for which preference may be given.

Evaluation Committee means the committee established by NAIT to evaluate the proposals.

Form of Agreement means all of the documents that make up the draft Contract and is attached in this Request.

Mandatory Requirement means a requirement that is considered critical to the success of the Project.

NAIT means Northern Alberta Institute of Technology.

NRFP means Negotiated Request for Proposal and is used interchangeably with RFP in this document.

Power User means the users in the Solution who might have higher permissions than Business Users but lower than Admin Users.

Preferred Proponent means the company, firm, partnership, consortium, team or other legal entity selected by NAIT during the Request for Proposal, for the purpose of attempting to negotiate the Contract.

Project means the description of work described in this NRFP document.

Proposal means the Vendors response to this NRFP.

Response Deadline means the time when the "Time remaining" countdown clock on Bonfire



for this Request no longer has any time remaining.

Request for Proposal Documents means this document as well as all the documents attached to this Request.

Request means NAIT's request for proposals as outlined in the Invitation Instructions, Proposal Preparation and Submission, and Evaluation Process sections, but does not include the Contract.

SaaS/Hosted means Software as a Service.

Software means the Software as configured by the Successful Proponent and NAIT to meet the functionalities described in this NRFP document.

Work means the supplying of all Services and Goods and achieving the results listed in the Contract, and includes anything that is specified as being necessary for the completion of the Work.

Work Site means the areas outlined in the Contract, or otherwise designated by NAIT, in which Work takes place.

Equivalents

- 2.2.1 Where specifically indicated in the Requirements using the words "or equivalent", proponents may propose a Good equivalent. The proposed equivalent Good should in all respects demonstrably fulfill the requirements of the RFP. The proponent must provide NAIT with the manufacturer's published specification sheets, a comparative analysis of the equivalent Good and NAIT-specified Good, and any other information that NAIT requires, and in its sole discretion to determine whether the proposed Good equivalent demonstrably fulfills the requirements of the Request.
- NAIT may not review the Good if the proponent does not provide sufficient information to establish that such proposed equivalent Good meets the requirements of the RFP by NAIT.

RFP Document Instructions

- 2.3.1 For greater certainty, any clarifications of the RFP Documents communicated through addenda will not constitute changes to the RFP Documents unless they are explicitly stated to do so. Furthermore, any clarifications provided during any site meeting(s) will not constitute changes to the RFP Documents.
- The RFP may be amended by NAIT at any time by addenda. The changes made to the RFP will be listed in a separate section of the Request for Proposal. If NAIT, for any reason, determines that it is necessary to provide additional information or clarification relating to this Request for Proposal, or that any errors, omissions or discrepancies in the Request for Proposal Documents need to be corrected, such will be added to the Request for Proposal Documents as addenda.
- The proponent is deemed to have read and understood the Request for Proposal Documents, including all addenda added by NAIT. Proponents are responsible for reviewing Bonfire regularly for addenda, as addenda may contain important information including significant changes to this Request for Proposal. The onus is on Proponents to make any necessary amendments to their proposals based on the addenda. Proponents are responsible for ensuring that they have reviewed all addenda added. The cost for performing any Work described in addenda must be included in the proposal.



The Request for Proposal Documents supersede all communications, negotiations, agreements, representations and warranties either written or oral relating to the subject matter of the Request for Proposal made prior to the Response Deadline, and no changes shall be made to the Request for Proposal Documents except by written addenda. The proponent shall not rely upon any oral information provided to it by NAIT or its representatives.

It's the proponent's responsibility to promptly review the Request for Proposal Documents and to take steps necessary to obtain a complete set of Request for Proposal Documents if they do have one.

The Request for Proposal Documents are at all times NAIT's property. A proponent shall not use the Request for Proposal Documents for any other purpose than in preparation for and submitting a proposal, and in the case of the Successful Proponent, for completing the Work. Unless otherwise explicitly indicated, NAIT owns the intellectual property in all documents that make up the Request for Proposal Documents.

NAIT Policies and Procedures

- 2.4.1 Proponents are advised to review NAIT policies and procedures available through the NAIT website at:
<https://www.nait.ca/nait/about/corporate-structure/legal/nait-policies-procedures>

Changes, Modifications, and Clarifications to the RFP

- 2.5.1 The proponent shall carefully examine the Request for Proposal Documents. It is the responsibility of the proponent to seek clarification from NAIT on any matter it considers to be unclear. Proponents are to report any errors, omissions, discrepancies, or requests for clarification shall be reported in writing to NAIT prior to the Close of Questions. NAIT shall not be responsible for any misunderstanding on the part of the Proponent concerning this Request for Proposal or its process. If no errors, omissions, discrepancies or requests for clarification regarding a particular issue or provision are reported to NAIT prior to the Close of Questions, NAIT shall be entitled to determine, in its sole discretion, the intent of the Request for Proposal Documents in relation to that issue or provision.

Communication

- 2.6.1 NAIT is not responsible for any failure of the Bonfire or the Alberta Purchasing Connection websites, though proponents are encouraged to notify NAIT of any website issues. The proponent recognizes and accepts and assumes all risks, responsibility, and liability associated with communicating by electronic communications and submitting proposals electronically, including, without limitation:
- The lack of security;
 - The unreliability of delivery;
 - The possible loss of confidentiality;
 - Receipt of a garbled, corrupted or incomplete proposal;
 - Unavailability of the Bonfire or Alberta Purchasing Connection websites or inability of the proponent to access the Bonfire or Alberta Purchasing Connection sites;
 - Incompatibility between the sending and receiving equipment;
 - Delay in transmission or receipt of the proposal, or



Illegibility of the proposal.

Proponents are responsible to ensure that information they send is received in its entirety within any relevant time limit specified within this RFP.

Electronic communications will be deemed to have been received by NAIT on the date and time indicated by Bonfire.

Proponents, their employees, agents, advisors, and representatives must not engage in any form of political or other lobbying of any kind whatsoever to attempt to influence the outcome of this Request for Proposal. Without limiting the generality of the foregoing, a proponent, its employees, agents and representatives must not contact or attempt to contact, directly or indirectly, at any time during the Request for Proposal, any of the following matters related to the Request for Proposal, the Request for Proposal Documents or a proponent's proposal:

Any member of the Evaluation Committee;

Any Advisor to NAIT or the Evaluation Committee;

Any NAIT employee, agent, or representative, except using Bonfire message board

For the purposes of the Electronic Transactions Act, SA 2001, c E-5.5, NAIT hereby consents to accept communication and proposals in electronic form through Bonfire, in accordance with the Request for Proposal Documents.

Disputes and Past Performance

- 2.7.1 For the purposes of this Disputes Section, the term "proponent" shall include a predecessor, affiliate, associate, director, officer, or employee of the proponent, and the terms affiliate, associate and director shall have the same meaning as defined in the Business Corporations Act, R.S.A. 2000, c. B-9.

NAIT may reject a proposal submitted by a proponent who is in a dispute with NAIT that may need to be resolved through litigation or arbitration.

NAIT may review its records with respect to the performance by a proponent, or an affiliate or associate of a proponent, on previous contracts with NAIT, and with respect to the conduct of a proponent in a prior procurement process. NAIT may reject a proposal submitted by a proponent if NAIT determines that a proponent's performance, or the performance of an affiliate or associate of a proponent on previous contracts with NAIT is unsatisfactory, or if the conduct of a proponent in a prior procurement process was determined to be inappropriate, and NAIT's Supply Chain Management section has advised the proponent or its affiliate or associate of this determination.

Freedom of Information and Protection of Privacy Act

- 2.8.1 All documents submitted to NAIT will be subject to the protection and disclosure provisions of the Freedom of Information and Protection of Privacy Act, R.S.A. 2000, c. F-25 ("FOIP Act"). The FOIP Act allows persons a right of access to records in NAIT's custody or control. It also prohibits NAIT from disclosing the proponent's personal or business information where disclosure would be harmful to the proponent's business or an unreasonable invasion of personal privacy as defined in sections 16 and 17 of the FOIP Act. A copy of the FOIP Act can be found on the Government of Alberta's Queen's Printer website. Proponents are



encouraged to identify what portions of their proposals are confidential and what harm could reasonably be expected from its disclosure. However, NAIT cannot assure proponents that any portion of a proposal can be kept confidential under the FOIP Act if NAIT is required to disclose any such record as a result of a direction by a regulatory authority pursuant to the FOIP Act. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis to advisers retained by NAIT to advise or assist with the Request for Proposal, including with the evaluation of proposals.

Interpretation

2.9.1 Headings are used for convenience only and will not affect the meaning or interpretation of the articles appearing below them.

Words in the singular include the plural and vice versa

Request for Proposal (RFP), for the purposes of this sourcing event, shall mean the same as negotiated Request for proposal (NRFP).

Limitation of Liability

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

- 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;
- Neither the proponent nor NAIT will have the right to make a Claim against the other or the other’s employees, officers, agents, officials, advisors or representatives with respect to the award of a contract, the failure to award a contract, the failure to honour a response to this Request for Proposal, the costs of preparation of the proposal, the loss of anticipated profits, or the loss of opportunity by reason of NAIT’s decision not to accept the proposal submitted by the proponent, to enter into an agreement with any other proponent or to cancel this RFP process.

The proponent is fully responsible for obtaining the information required for the preparation of its proposal and for the execution of the Work. NAIT, its employees, agents, advisors, and representatives make no representations, warranties, or guarantees as to the accuracy of the information contained in this Request for Proposal, including information included by way of addenda. Any quantities shown or information contained in this Request for Proposal, including quantities or information included by way of addenda, are estimates only and are for the sole purpose of indicating to proponent the general scope of the Work. Without limiting the foregoing, the proponent agrees that no Claim will be allowed for any loss of anticipated profits resulting from any excess or deficiency in the quantities listed.

General Understanding

2.11.1 Proponents should be fully conversant with the general technical phraseology in the English language and the lines of the Work.

Reservation of Rights

2.12.1 In addition to any other express rights or any other rights that may be implied in the



circumstances, NAIT reserves the right to exercise any or all of the following rights, to:

- i. Amend the scope of the project, modify, cancel or suspend the Request for Proposal or any or all stages of the process;
- ii. Accept or reject any proposal based on the evaluation criteria as evaluated by the evaluation committee;
- iii. Disqualify a proposals that fails to meet any mandatory requirements;
- iv. Disqualify any proponent or the proposal of any proponent who has engaged in conduct prohibited by this Request for Proposal;
- v. Waive a defect or irregularity in a proposal or any non-compliance in form or content of a proposal, and accept that proposal as NAIT in its sole discretion deems acceptable;
- vi. Not accept any proposals or select a Preferred Proponent;
- vii. Re-advertise for new responses or to enter into negotiations for this project or for work of a similar nature;
- viii. Extend, form the time, any date, time period, or deadline provided in this Request for Proposal;
- ix. Reject proposals that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, or that contain irregularities;
- x. Disqualify a proponent who submits a proposal that, in the opinion of NAIT, contains misrepresentations or any other inaccurate or misleading information;
- xi. Verify with the proponent whether it satisfies the mandatory requirements of this Request for Proposal if the price contained in the proponents Proposal is greater than prices contained in proposals submitted by other proponents;
- xii. Should there be only one proponent who submits a proposal, begin negotiations with the proponent without completing the full evaluation;
- xiii. Disqualify a proposal where the proponent has:

Declared bankruptcy;

Made any false declarations under this Request for Proposal or failed to make any declarations or disclosures required;

Significantly or persistently been deficient in performance of any substantive requirements or obligations under a prior contract(s);

Had a final judgement or judgements rendered against it in respect of serious crimes or other serious offense, whether in Canada or abroad;

Or any of its employees who will perform any Work under the Contract have, been guilty of professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the supplier; or

Failed to pay taxes rightfully owed to a government, whether in Canada or abroad.

Withdrawal, Modification, or Clarification of Proposals

- 2.13.1 Proposals shall not be withdrawn, modified or clarified after being submitted to NAIT unless such withdrawal, modification or clarification is made prior to the Closing Date. To withdrawal a proposal after the Closing Date, the proponent must contact NAIT using the Bonfire message board.

No Further Information

- 2.14.1 For the avoidance of doubt, NAIT will not consider any information or documentation submitted by a proponent after the Closing Date without request. Any information or documentation is submitted in response to a written request by NAIT for further information



pursuant this No Further Information Section or in response to an opportunity to rectify deficiencies specifically granted in writing by NAIT.

Insurance

- 2.15.1 The successful Proponent shall provide, maintain, and pay for the insurance coverage's specified in the following paragraphs in connection with their contract. Unless otherwise stipulated, the duration of each insurance policy shall be for the term of the contract. Prior to commencement of the contract and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the successful Proponent shall promptly provide NAIT with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the Insurer together with copies of any amending endorsements.

The successful Proponent shall without limiting its obligation or liabilities herein, maintain and keep in force during the performance of the contract, the following insurance with limits not less than those shown, unless, in connection with the performance of some particular part of the Contract, NAIT advises in writing that it has determined that the exposure to liability justifies lower limits.

Insurance Requirements are identified in Attachment I – Draft General Contract.

In addition to those insurance requirements identified in Appendix I – Draft General Contract Template, the successful Proponent shall:

The Service Provider will maintain in force during the term of this Agreement cyber information technology liability insurance with a combined single limit of not less than \$5,000,000.00 in the aggregate. Such coverage shall include but not be limited to third-party liability coverage for loss or disclosure of data, including electronic data, network security failure, unauthorized access and use or other intrusions, infringement of any intellectual property rights (except patent infringement and trade secret misappropriation) unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any obligation of confidentiality, invasion of privacy, or violation of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of a computer virus, worm, logic bomb, or Trojan horse or negligence in connection with denial of service attacks, or negligent misrepresentation.

Proposals Submitted by Two or More Entities

- 2.16.1 Proponents are to identify if this proposal being submitted by a team of two or more entities, whether a partnership, a joint venture, consortium, or other collective approach.
If 2.16.1 above applies, please list all members of the team of two or more entities.
If 2.16.1 above applies, please describe the relationship of the members of the team of two or more entities.
Proponents are to identify which member of the team of two or more entities has the authority to represent the team? This person is the "prime proponent".
The prime proponent will be responsible for communicating on behalf of the team for the purposes of this Request for Proposal.



Conflict of Interest

2.17.1 By submitting a proposal, the proponent represents and warrants that:

- i. To its knowledge neither a member of the NAIT Board of Governors nor a NAIT employee has any financial or controlling interest, either directly or as a shareholder, director, officer or partner, in the proponent, or is a creditor of the proponent, except as disclosed in the proposal. Where a proponent is a publicly traded corporation, written disclosure of any shareholding is required if the shareholding in question is ten percent (10%) or greater;
- ii. To its knowledge no spouse, child, parent, sibling, or parent or sibling of the spouse of either a member of the NAIT Board of Governors or a NAIT employee has any financial or controlling interest, either directly or as a shareholder, director, officer or partner, in the proponent, or is a creditor of the proponent, except as disclosed in the proposal. Where a proponent is a publicly traded corporation, written disclosure of any shareholding is required if the shareholding in question is ten percent (10%) or greater;
- iii. The proposal has been submitted without collusion of any other person who may have submitted a proposal for this Request for Proposal and the proponent has not compared figures with any other party that may be submitting a proposal. The proponent has not made an agreement with any other party whereby that party has agreed not to submit a proposal;
- iv. The proponent does not and did not have an unfair advantage, and did not and will not engage in conduct, directly or indirectly, that gives it an unfair advantage, including but not limited to: having, or having access to confidential information of NAIT in the preparation of its proposal that is not available to other proponents; communicating with any person with a view to influencing preferred treatment in the Request for Proposal process; and engaging in conduct that compromises or could be seen to compromise the integrity of the Request for Proposal process;
- v. No individual who has been employed NAIT within 12 months prior to the Response Deadline has assisted in any way or provided any advice, information, or counsel whatsoever with regard to the development of the proponent's proposal, or is proposed by the proponent to perform any Work under the Contract, whether as an employee of the proponent or under contract as a subcontractor or supplier of the proponent or an employee of a subcontractor or supplier of the proponent, except as disclosed in the proposal;
- vi. To its knowledge neither a NAIT Board of Governors member nor NAIT employee has been an employee, contractor, or subcontractor of the proponent within 12 months prior to the Response Deadline, except as disclosed in the proposal.

If a proponent knows of any information contrary to the representations and warranties it makes under this section when submitting a proposal, or knows of any information required to be disclosed by this section, the proponent must disclose the information in its proposal. If the proponent makes any disclosure in its proposal pursuant to this Conflict of Interest Section, or any potential conflicts of interest are discovered by NAIT, NAIT shall examine the disclosure or potential conflict of interest and determine in its sole discretion whether the



proponent has a conflict of interest or otherwise has an unfair advantage with regard to this Request for Proposal. NAIT reserves the right to disqualify any proponent who fails to disclose anything required to be disclosed by this Conflict of Interest Section, or which is found in a conflict of interest or to have an unfair advantage with regard to this Request for Proposal.

Form of Proposal

- 2.18.1 Each proposal should include all information and documents requested in the Request for Proposal Documents. If any mandatory items required by the Request for Proposal Documents are not included in the proposal, the proposal may be disqualified by NAIT. NAIT may decline to evaluate a response to any requirement if it is not readily located in the proposal, is difficult to evaluate because of incompleteness, or is addressed solely by an attached brochure or document. The proposal should be submitted in a fixed form, and content of websites or other external documents referred to in a proposal may not be considered to form part of the proposal. NAIT may not give credit to capabilities or assumed advantages that are not clearly explained. Proposals must be written in English. For unit prices, if there is a discrepancy found between the unit price and the extended amount, the unit price shall be deemed to represent the intention of the proponent. NAIT shall be entitled to recalculate the pricing using the unit prices and such recalculated pricing shall be incorporated in the proposal. NAIT may reject proposals that are incomplete, conditional, front-end loaded or otherwise unbalanced, obscure, irregular, or not in complete compliance with the Request for Proposal documents. All files included in proposals must be submitted in the file formats that can be opened by Adobe Acrobat Reader or Microsoft Office, unless otherwise instructed in the Request for Proposal documents. If files are compressed, only .zip compressed files will be accepted. The maximum file size is 100MB. Do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Proposal Pricing

- 2.19.1 Unless otherwise explicitly stated elsewhere in the Request for Proposal Documents, prices included in proposals should include all fees required by the Contract and any Incoterms therein, which may include but are not limited to storage, labour, overhead, equipment, transportation, fuel, shipping, delivery, brokerage costs, supplies, materials, licences, access, and any other fees related to the Work, unless otherwise stipulated. Without limiting the generality of the foregoing, the proponent shall include in its proposal pricing the cost of any permits and inspections required by any governmental or other authority having jurisdiction, unless otherwise stated elsewhere in the Request for Proposal Documents. Proposals provided in a currency other than Canadian Dollars will be converted by NAIT for evaluation purposes into Canadian Dollars using the Bank of Canada Daily Exchange Rate for the Response Deadline, unless otherwise noted elsewhere in the Request for Proposal Documents. The proposal should include all taxes, other than the Goods and Services Tax, including custom duties, excise duties and all other taxes and charges applicable with respect to the proposal, unless otherwise specifically stipulated.



The Goods and Services Tax should be quoted as a separate amount on all taxable supplies and services. Zero-rated and exempt supplies and services are to be noted separately. NAIT is not obligated to accept a proposal that fails to comply with the tax-related instructions.

It is the responsibility of the proponent to determine the correct amounts of classifications of all taxes with respect to the foregoing before submitting its proposal.

Proponents are advised that NAIT is obligated to withhold and remit to the Canada Revenue Agency 15% from all payments made to non-residents for services provided in Canada.

Successful proponents who can supply a waiver letter from the Canada Revenue Agency will be exempt from this deduction.

Proposal pricing should remain valid for a minimum of 90 days from the Closing Date.

2.20 Proponent Representations, Warranties, and Acknowledgements

By submitting a proposal, the proponent represents, warrants and acknowledges the following:

The proponent is in possession of a full set of the Request for Proposal Documents and has carefully examined those documents;

The proponent has carefully considered any Work required by NAIT under this Request for Proposal and all matters which may in any way affect the provision of that Work before submitting a proposal, including but not limited to the nature of the Work, the nature and quality of the equipment and facilities needed before and during the execution of the Work; If any Work is to be performed at NAIT or other location(s), the proponent has carefully examined those location(s), including but not limited to the local site conditions and environment;

The proponent has the resources, skills, experience and ability to perform the Work as required by the Contract;

If selected by NAIT, the proponent shall commence performing the Contract within ten business days after NAIT gives notice to proceed with the performance of the Contract or upon such date as may be otherwise specified by NAIT. If a date for completion of the successful proponents obligations under the Contract is specified in the Agreement, the proponent also represents that it shall complete performing its obligations under the Contract by the date so specified if selected as the successful proponent;

NAIT has the right to increase, decrease, delete or vary any portion of the Work required by NAIT under the Contract and the proponent agrees to comply with any such change subject to valuation and adjustment as may be provided in the Contract.

With respect to the tax instructions:

- i. The Request for Proposal Documents have been duly observed and adhered to;
- ii. The Goods and Services Tax status of all goods and products involved has been properly determined; and
- iii. All rates and entitlements provided for in the relevant tax statutes as affecting NAIT have been duly considered

The declarations, representations and information stated in this Request for Proposal and the proponent's proposal are accurate and this proposal has been compiled by the proponent with full knowledge and understanding of all matters and things called for in these Request for Proposal Documents.



Execution of Proposal

- 2.21.1 The proposal shall be properly approved in full compliance with the internal authorization requirements of the proponent organization.

Cost of Proposal Preparation and Submission

- 2.22.1 The preparation and submission of, and all discussions or other proceedings relating to, a proposal will be conducted at the sole cost of the proponent. NAIT will not be responsible for any costs incurred by a proponent in the preparation or submission of a proposal, including any costs by the proponent to attend meetings or make presentations relating to its proposal, or in any participation of the proponent in negotiations or finalization of the Contract.

Validity of Proposals

- 2.23.1 The proposal should be valid for a period of 90 calendar days from the Closing Date of this Request for Proposal or such other period as may be agreed to by the proponent and NAIT.

Technology

All technology included in the Work must comply with the version of NAIT IT Standards.

- 2.24.2 If a proponent's products or services involve hosted services, NAIT may undertake a privacy impact evaluation relating to the hosted services as part of the evaluation process. Notwithstanding the terms of Part 3 – Evaluation of Proposals, NAIT may attribute certain additional costs and risk factors to the proposal as a result of the privacy impact evaluation done by NAIT. The Preferred Proponent's proposed solution will be subject to completing Appendix J - Cloud Services Evaluation Template to determine what if any risk it poses to NAIT, and is subject to the sole approval of NAIT ITS.

Proponent Proposed Alternate Terms

- 2.25.1 The proposal should include a list of any terms contained in the attached Form of Agreement that the proponent considers unacceptable and should include a list of any alternate or additional terms the proponent suggests be used instead. NAIT will not be obligated to accept any additional or alternate terms submitted with a proposal.
- 2.25.2 Proponents may include their form of Contract with their Proposal submission. The proposed Terms and Conditions may be accepted in part, whole or not at all, in the sole discretion of NAIT.

Warranty

- 2.26.1 The proponent should submit all applicable warranty information with their bid submission.

Guidelines for Submitting Proposals

- 2.27.1 The proponent should follow all instructions; fill out all documents to submit via NAIT's procurement portal Bonfire.
- 2.27.2 The maximum file size is 100MB.
- 2.27.3 Do not embed any documents within your uploaded files, as they will not be accessible or evaluated.



- 2.27.4 Your submission must be finalized uploaded and submitted prior to NAIT's procurement Portal prior to the Closing Date and time indicated above.
- 2.27.5 The sourcing event can be found here: <https://nait.bonfirehub.ca/opportunities/57684>
- 2.27.6 We strongly recommend that you give yourself sufficient time and at least ONE (1) hour before Closing Time to begin the uploading process and to finalize your submission.
- 2.27.7 Important Notes:
Each item of Requested Information will only be visible after the Closing Time.
Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.
Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox.
Javascript must be enabled.

Technical Help

- 2.28.1 Northern Alberta Institute of Technology uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

Criminal and Credit Checks

- 2.29.1 In providing the Services, Resources may be granted access to certain NAIT systems and/or premises. In consideration of such access, the Successful Proponent shall ensure that any personnel providing the Services is free of criminal convictions and is of good credit standing. Upon request by NAIT, the Successful Proponent shall provide information regarding the results of any criminal record and/or credit check, including but not limited to the details of results yielded by any such check, to the satisfaction of NAIT in its sole discretion.
- 2.29.2 NAIT reserves the right to request further criminal record and credit checks and the Successful Proponent agrees to assist NAIT by providing all necessary information and documentation upon request. The Successful Proponent undertakes to notify NAIT if any Resource providing the Services is convicted of any criminal offence whatsoever, noting that the nature of the criminal offence does not need to be disclosed. NAIT reserves the right to refuse the engagement of or replace any Resource where the results of such checks are not satisfactory to NAIT, in NAIT's sole discretion.



SECTION - EVALUATION PROCESS

Summary of the Evaluation Process

NAIT will conduct the evaluation of proposals in the following stages:

- Review of proposals for compliance;
- Scoring of non-financial criteria;
- Scoring of financial criteria;
- Ranking of proposals;
- Presentations or Demonstrations (if applicable);
- Negotiation;
- Execute Agreement.

Requests for Further Information or Clarification

NAIT may request information from a proponent or from third parties in order to verify, clarify or supplement the information provided by the proponent without becoming obligated to seek further information from or about other proponents.

NAIT may also gather additional information independently, including and without limitation, by reviewing trade journals and consumer reports and references known to NAIT, regarding a specific response or the subject of this Request for Proposal generally.

NAIT may seek further information from or about some proponents without becoming obligated to seek further information from or about all proponents.

NAIT may, at any stage of the Request for Proposal, revisit and re-evaluate the proponent's proposal, ranking, or compliance with mandatory requirements on the basis of any information provided by or about a proponent during the Request for Proposal.

Proposal Compliance

The first stage of the evaluation process will consist of a review to determine whether a proposal complies with all of the mandatory requirements of this Request for Proposal. Proponents submitting proposals that fail to satisfy all of the mandatory requirements as of the Response Deadline may be provided an opportunity by NAIT to rectify any deficiencies. Proposals failing to satisfy all of the mandatory requirements as of the deadline for rectification of proposals set out in the Invitation may be excluded from further consideration. Mandatory requirements are summarized in the Mandatory Requirements Section of the Invitation.

Proponents should provide sufficient detail in their proposals to substantiate compliance with each mandatory requirement. Proponents should provide cross references to any parts of their proposals that contain information that they wish to be considered in the evaluation of a given requirement.

NAIT will determine, in its sole discretion, compliance with all mandatory requirements using the entire proposal and any additional information obtained by NAIT in accordance with the Request for Proposal Documents. In particular, NAIT may overrule a stated "Yes" or "No" response in the proposal if enough evidence to the contrary exists.

Evaluation Criteria



Each proposal that passes the mandatory requirements evaluation will be evaluated on the basis of non-price and price evaluation criteria.

	Evaluation Criteria	Points
Compliance	Review of Mandatory Requirements	Pass/Fail
	Corporate Experience	20%
	Deliverables	50%
	Price	25%
	Value Add	5%
Total		100%

Non-Financial Evaluation

The Evaluation Committee, in its sole discretion, will assign a score of 0 - 5 to each non-financial criteria or question to be evaluated.

Financial Evaluation

NAIT may, in its sole discretion, choose to evaluate price based on a Total Cost of Ownership (“TCO”) calculation, which will determine the total cost to NAIT for each proposal. The TCO will include a calculation of all costs to NAIT associated with a proposal including, but not limited to licensing, services, training, maintenance, sustainability, and other relevant costs over the contract term. The TCO calculation, if performed, will serve as the basis for comparison of pricing between proposals. If a TCO calculation is used, pricing will be evaluated using the formula: (lowest TCO / proponent’s TCO) x % Weight.

Pricing and unit rates will be evaluated as per the following formula: (Lowest Proponent pricing / Proponent’s pricing) x % weight = score received.

Ranking of Proposals

Following the completion of the previous stages, NAIT will determine the final ranking of proposals based on each proposal’s total score by adding the score for the non-financial criteria to the score for financial criteria. The proponent with the highest total score will become the Preferred Proponent.

Tie-Breaking

In the event of tie scores, the Total score for the Pricing and Licensing Model (TCO) will be used as the tie-breaker.

Presentations or Demonstrations

NAIT will require only the highest evaluated Proponents, at the Proponent's cost, to provide a demonstration of the proposed Solution. Such presentations will provide an opportunity for the proponent to clarify its proposal to ensure a thorough and mutual understanding of its benefits. Proponents will not have the opportunity to modify their written proposals or otherwise introduce new information during their oral and onsite demonstration.

NAIT may, following any such presentations, demonstrations, or site visits and inspections, require that the information provided during such presentations, demonstrations, or visits be



confirmed in writing. The written confirmation will then form part of the Proponent's proposal.

Budget Exceeded

If the best evaluated proposal provides for pricing that exceeds the amount NAIT has budgeted for the Work, NAIT may:

Reject all proposals; or

Attempt to negotiate in accordance with the provisions below, lowering pricing with the proponent who submitted the best evaluated proposal.

3.11 Negotiation

- 3.11.1 If negotiations are necessary, the Preferred Proponent will receive a written invitation to enter in to direct contract negotiations with NAIT. The Preferred Proponent should be prepared to provide requested information in a timely fashion and to conduct negotiations expeditiously.
- 3.11.2 If Contract negotiations are entered into with the Preferred Proponent, the Form of Agreement will be the starting point for negotiations. The Contract to be entered into between the Preferred Proponent and NAIT may be negotiated but must incorporate any terms identified by NAIT as non-negotiable.
- 3.11.3 Negotiations will be without prejudice and will not constitute a legally binding offer to enter into a contract on the part of NAIT or the proponent. Negotiations may include requests by NAIT 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 NAIT for improved pricing from the proponent. There will be no legally binding relationship created with any proponent prior to the execution of a Contract.
- 3.11.4 If contract negotiations with the Preferred Proponent are unsuccessful within 30 days, or such other time period as the Preferred Proponent and NAIT mutually agree, NAIT may, at its sole discretion discontinue negotiations with the Preferred Proponent and begin the negotiation process anew with the proponent with the next highest total score, who then becomes the Preferred Proponent. With a view to expediting contract formalization, at the midway point of the above noted time frame, NAIT may elect to initiate concurrent negotiations with the proponents with the next highest total score.
- 3.11.5 Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process. Once a contract is executed between NAIT and the Preferred Proponent(s), the other proponents will be notified in writing of the outcome of the procurement process and the execution of the Contract. Prior to execution of the Contract, the Preferred Proponent(s) must comply with any pre-conditions of award listed in the Pre-Conditions of Award Section.

3.12 Pre-Conditions of Award

- 3.12.1 NAIT shall be under no obligation to enter into the Contract with the Preferred Proponent if the proponent fails to comply with the pre-conditions set out below. These pre-conditions are for the benefit of NAIT only and may be waived in whole or in part, at the sole discretion of NAIT.



- 3.12.2 **Temporary Foreign Workers** - Due to restrictions set by the Federal Government of Canada on foreign persons coming to Canada to perform work under a contract with a Canadian company, if a non-Canadian Preferred Proponent is selected by NAIT, prior to entering into the Contract, NAIT may request the Preferred Proponent to provide NAIT with additional information regarding its personnel for the purpose of determining whether the Preferred Proponent's personnel have a reasonable likelihood of being accepted into Canada to perform the Work. If NAIT determines that any of the Preferred Proponent's personnel have a reasonable likelihood of being rejected for entrance into Canada, NAIT may reject the Preferred Proponent and may choose the next best-evaluated proposal as the new Preferred Proponent.
- 3.12.3 **Cloud Impact Assessment** - The Preferred Proponent's proposed solution will be subject to completing Attachment J - Cloud Services Evaluation Template to determine what if any risk it poses to NAIT, and is subject to the sole approval of NAIT ITS department.
- 3.12.4 **Certificate of Insurance** - The Preferred Proponent shall be required to provide a Certificate of Insurance in a form acceptable to NAIT certifying that the insurance required in the Contract is in place prior to the execution of the Contract or commencement of Contract performance.
- 3.12.5 **WCB or Equivalent** - The Preferred Proponent shall be required to have a Letter of Clearance for the Preferred Proponent's Workers' Compensation Board - Alberta account that is appropriate to the industry and current. This will be evidenced by NAIT checking directly with the Workers' Compensation Board - Alberta's Direct Employer Clearance Certificates website to determine whether such a Letter of Clearance exists for the Preferred Proponent's account. Alternatively, the Preferred Proponent may establish proof of clearance by providing the name of a subcontractor or other company that will carry such coverage on the Preferred Proponent's behalf if the Preferred Proponent does not have an account with the Workers' Compensation Board - Alberta. In this case, NAIT shall check the Workers' Compensation Board - Alberta's Direct Employer Clearance Certificates website to verify that the subcontractor or other company has clearance. If directors, partners or owners of the Preferred Proponent will be actively providing services under the Contract, then the Preferred Proponent must provide proof of Workers' Compensation Board coverage for those directors, partners and owners to NAIT upon request.

3.13 Debriefing

- 3.13.1 Upon request, NAIT will conduct a debriefing for any proponents. Debriefings will take place only after the Contract has been awarded or if this procurement process is terminated. During a debriefing NAIT will discuss the relative strengths and weaknesses of the proponent's proposals, but NAIT will not disclose or discuss any confidential information of any other proponents. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent Request for Proposals. Any debriefing provided is not for the purpose of providing an opportunity to challenge the Request for Proposal. The debriefing is not binding on NAIT in any way.



SECTION 4 - PROPOSAL PREPARATION AND SUBMISSION

4 Proposal Preparation and Submission

4.1 Proposal Format

- 4.1.1 Proponents should submit a complete PDF copy of their NRFP response/document as an attachment in Bonfire.
- 4.1.2 To facilitate ease of evaluation by NAIT's evaluation team, and to ensure each Proposal receives full consideration, Proposals should be organized in the following format using the section titles and sequence listed below:
 - 1) Table of Contents
 - 2) Vendor Profile
 - 3) Software Overview
 - 4) Planning and Implementation
 - a) Delivery Schedule
 - b) Training
 - c) Conversion and/or Transition of Historical Data
 - 5) Software Requirements
 - 6) Support and Service Levels
 - 7) Price and Licensing Model (Total Cost of Ownership)
 - 8) Value Add
 - 9) Contract Provisions
 - 10) Appendices

4.2 Proposal Content

The requirements described with a "must" or as a mandatory requirement in this NRFP, are mandatory requirements to be responded to in the Proposal. It is highly desirable that Proposals also respond to desirable requirements and requirements described with a "should" in this NRFP.

4.2.1 Vendor Profile

The Proposal should include:

- a) Completed and Signed Appendix C- Authorization of Bid;
- b) a brief introduction of the Vendor, including:
 - the full legal name of the Vendor;
 - the location of the Vendor's head office and support centers;
 - number of employees;
 - the number of years the Vendor has been conducting business;
 - details of any and all subcontracting arrangements proposed by the Vendor;
 - a description of any of the Vendor's procedures, policies or other diligence and monitoring efforts regarding criminal backgrounds of its personnel; and
 - a Vendor contact for all questions and clarifications arising from the Proposal and a Vendor contact authorized to participate in Contract negotiation and finalization.



The contact information should include the person’s title, address including email, telephone and facsimile number.

- c) **Corporate References.** Proponents are encouraged to provide client references preferably for Educational Institutions of a similar size and scope to NAIT.

References must be for the Solution being proposed.

References should include:

Company Name: _____

Contact Name: _____

Phone Number: _____

E-Mail Address: _____

A short description of the Project completed including when it was completed and the size and scale of the implementation:

NAIT may contact these or other references without prior notice to the Vendor. Vendors who, in the opinion of NAIT, receive unsatisfactory references may have their Proposal rejected.

4.2.2 Software Overview

The Proposal must include an overview of the proposed Software that responds to the following:

- An architectural overview confirming the proposed Software is SaaS/Hosted.
- The number of years the proposed Software has been in the marketplace and how long the Vendor has been maintaining the proposed Software;
- The version of the Software that is being proposed. The proposed Software must be commercially available prior to the NRFP Closing;
- The approach to version upgrades which should include upgrade release schedule (e.g. frequency of releases, including schedules or ad hoc, auto-updates or patch deployments); and
- How the impact of a version upgrade is minimized for a highly configured installation of the Software, user uptake and use of the Software.

4.2.3 Planning and Implementation

4.2.3.1 Delivery Schedule

- 4.2.3.1.1 NAIT expects that the Project will commence one week after Contract execution. The Proposal must include a proposed project delivery schedule. The delivery schedule should include an estimated number of weeks or schedule after Project commencement to reach and complete each



milestone listed below. If necessary, the Vendor should estimate the number of weeks based on similar historical projects.

4.2.3.1.2 Project Milestones:

- Planning and Requirements Gathering
- Implementation (set up, configuration, customization, etc.)
- Conversion and/or Transition of Historical Data
- Integration with Third Party Software
- Training
- Acceptance Testing

4.2.3.1.3 The Proposal should use the Project Milestone Table in Appendix F of this NRFP, or a similar representation of the same information.

4.2.3.2 Training

The Proposal should include a response to NRFP Appendix A – Scope of Work, and should include:

1. The Vendor’s recommended user and technical training;
2. A plan and description for each training course;
3. A description of training materials that will be provided, location of Services (onsite or offsite during NAIT business hours); and
4. A description of the skill sets and experiences of the individual(s) that will provide each training course.

4.2.3.3 Conversion and/or Transition of Historical Data

The Proposal should explain how the Vendor will convert and upload NAIT’s historical Contract Management data from the various decentralized data sets in order to provide meaningful historical data for knowledge searches, trending and reporting.

4.2.4 Software Requirements

Software Requirements are identified in Appendix B and Proponents should complete the applicable questionnaires in Bonfire to validate your proposed solution ability to meet these requirements.

4.2.5 Support and Service Level Agreement

The Proposal describe the service level agreements including but not limited to:

- a) Reporting of incidents;
- b) Call back times;
- c) Response solution and escalations;
- d) Hours of support;
- e) Describe how the Vendor and the Software and/or Solution will consistently perform at the proposed service levels; and
- f) Describe the Vendor’s proposed governance structure that will effectively manage the Project with NAIT.
- g) Describe how the Vendor will provide a testing and a development environment separate from production.



The Proposal should use the Support and Service Level Table in Appendix G of this NRFP, or a similar representation of the same information.

4.2.6 Pricing and Licensing Model (Total Cost of Ownership)

4.2.6.1 The Proposal must include the Pricing Form and pricing details in Appendix E of this NRFP or a similar representation of the same information to submit their pricing for the Solution described in this NRFP. The Vendor must provide a price for Implementation, including all costs and expenses necessary to complete the Implementation (including but not limited to travel, living and accommodation expenses for the Resources and the individuals who will conduct the training).

4.2.6.2 The Vendor should provide software license and support and maintenance pricing for three (3) years for the anticipated roles:

Role	Level of Access
Admin User	Highest permissions and configuration abilities
Power User	Read, write to support business functions with higher permissions than Business User
Business User	Read and write to support business functions
	Approval, read and write to support business functions
	Read only

4.2.6.3 Vendors are to include the roles and hourly rates applicable to the optional enhancements and future provision of Services in their Proposal.

4.2.6.4 NAIT reserves the right to renew and/or negotiate extended contractual terms after the initial three (3) year term.

4.2.6.5 NAIT reserves the right to negotiate the final price with the Recommended Vendor at Contract negotiation.

4.2.7 Value Add

The Proposal should describe any value-add that the Vendor believes or the proposed Software can provide at no additional cost or minimal additional cost that will be of a direct benefit to NAIT.

4.2.8 Contract Provisions

4.2.8.1 Vendors are requested to include their form of Contract in their Proposal. NAIT reserves the right to negotiate the final terms of the Contract.



4.2.8.2 NAIT reserves the right not to proceed with a Recommended Vendor if NAIT and that Recommended Vendor cannot reach an agreement on the final form of the Contract.

4.2.9 Appendices

If the Vendor wishes to include any other material not specifically requested or required by this NRFP, it may do so by including additional appendices in the Proposal.

List of Documents

This NRFP Solicitation Document

Appendix A – Scope of Work

Appendix B – Authorization of Bid

Appendix C - Corporate Information

Appendix D - NRFP Questionnaire

Appendix E - Draft General Contract Template