Request for Proposal # 07182017

Department of Facilities Management

Supply and install Fabric Structure for Storage

CLOSING TIME & DATE: 4:00:00 p.m. AT, July 18, 2017

Note: Proponents downloading this file, with the intention of submitting a Proposal, are required to register with Mount Allison University Financial Services, at least three (3) days prior to the Proposal closing time and date. Failure to do so may result in rejection of your Proposal. To register, complete and submit the Registration Form.
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1. RFP# 07182017 – Registration Form

Supply and install Fabric Structure for Storage
In order to register for this RFP, Proponents must complete the following form and deliver by email or fax to:

Financial Services
Mount Allison University E-mail: rterrio@mta.ca
Attention: Ruth C Terrio, SCMP FAX: (506) 364-2216

Failure to return this form at least three (3) days before the original closing date may result in loss or termination of communication regarding this RFP.

COMPANY NAME: ____________________________________________________________

ADDRESS: ________________________________________________________________

CITY: ______________________ PROVINCE: _______ POSTAL CODE: ______________

CONTACT PERSON: __________________________________________________________

EMAIL ADDRESS: ______________________ FAX #: __________________ Tel #: _____________

Yes, our firm/party is interested in responding to this RFP. I also authorize Mount Allison University Financial Services to send further correspondence that it deems to be of an urgent nature by the following method.

_____Email attached pdf file  _____Facsimile  _______Courier collect (supply account #)

No, our firm/party does not intend to respond to this RFP. I understand that if I do not submit a Proposal, this will not affect our company’s status as a potential Proponent to Mount Allison University in the future. I also understand that if I do not return this form, our company will not receive any further notices with regard to this RFP.

SIGNATURE: __________________________________________________________________

TITLE: ___________________________ DATE: __________________________

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2. Introduction

DATE: July 4, 2017

PROPOSAL # 07182017

SCOPE: To supply and install Fabric Structure for Storage

CLOSING DATE: 4:00:00 p.m. Atlantic Time, July 18, 2017

RFP OPENING: Will Be Private

Proponents must keep the contents of this Request for Proposal and their proposals STRICTLY CONFIDENTIAL.

Proponents are requested to submit one (1) original of their Authorized Proposal, including the completed and signed original Proposal Summary Form, signed copy of each addendum (if any), and any other documentation requested throughout the Request for Proposal, or deemed relevant by the Proponent. Unless stated otherwise in this document or an amendment thereof, electronic e-mail and facsimile responses will not be accepted.

It is the Proponent’s responsibility to ensure Proposals arrive, at the office of the Mount Allison University Financial Services Dept., Attention: Manager, Procurement Services’ Office, no later than the closing date and time specified, at the following address:

Mount Allison University
Financial Services
65 York Street
Sackville, NB E4L 1E4

Re: RFP #07182017  Supply and Install Fabric Structure for Storage

It is the Proponent's responsibility to clarify interpretation of any item in this Request for Proposal, before the closing date specified, by contacting:

Ruth C. Terrio, SCMP
Manager, Procurement Services
Tel: (506) 364-2294
Fax (506) 364-2216
E-mail: rterrio@mta.ca
Note:

If delivering your proposal in person, please deliver to Mount Allison University, Financial Services Department, 3RD Floor - Centennial Hall, 65 York Street, Sackville, NB E4L 1E4
Proposals sent via courier are delivered to the Receiving Department which is not in the same building; hence proponents should allow enough time to transfer documents to the Financial Services Department. Proponents outside of Canada may wish to allow extra shipping days since delays at customs occasionally occur. The University will not be held responsible for any loss as a result of Custom’s inspection of the proponents’ submission.

Your proposal will be time and date stamped. Please ensure that the Proponent’s name, RFP #, RFP name and Manager, Procurement Services’ name are clearly marked on the outside of the package(s).
3. Information to Proponents/ Terms and Conditions of Bidding

Request for Proposals - RFP # 07182017

Supply and install Fabric Structure for Storage

This information and the following terms and conditions constitute an integral part of this Request for Proposal and the registered Proponent acknowledges acceptance by signing the Proposal Summary Form (Appendix E). Proposals are to be submitted on the forms provided and/or in the format specified in the RFP. Furthermore, Proposals that do not include one signed copy of the Proposal Summary Form may be rejected. This proposal is subject to the Agreement on Internal Trade.

Article 1-Scope of Work

1.1 Supply and Installation one (1) fabric structure for storage as per specifications.
1.2 All equipment and installation must meet applicable industry codes and standards, and must, prior to installation on campus, be CSA approved or meet Section 3 of the New Brunswick Electrical Regulation 84-165. Any Radiation emitting device must meet RED standards.
1.3 Provide detailed specifications with Proposal responses.
1.4 Provide detailed pricing in Canadian dollars with Proposal responses.
1.5 Provide installation and training details with Proposal responses.
1.6 Provide maintenance service/warranty contract details with Proposal responses.
1.7 Demonstration of proposed unit at no cost to the University may be required.

Article 2-Closing Date

2.1 Proposals received after the Closing Date and time will not be considered and will be returned unopened to the Proponent. It is the responsibility of each Proponent to ensure that proposals are received at the address referred to in Section 2 Introduction. Electronic and facsimile responses will not be accepted. The University reserves the right to extend the Closing if necessary for reasons beyond its control, such as extreme weather or transportation conditions.

Article 3-Communication

3.1 All communication regarding this proposal shall be directed to the University contact named in the proposal (Section 2-Introduction). Contact with anyone other than the University contact named in the proposal may disqualify the Proponent from participating in this RFP. Proponents agree to immediately disclose any such contact to the University in writing. The University will not assume responsibility for oral instructions or suggestions. Should the Proponent find discrepancies in, or omissions from the specifications, or should the Proponent be in doubt as to the meaning, of any part of the proposal, the Proponent shall notify the individual identified in section 2 of this RFP, who may if necessary, send a written addenda to all Proponents.
Article 4 - Indemnity

4.1 Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each party agrees to indemnify and hold harmless the other party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying part, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this agreement. This indemnification will survive the termination of any resulting Contract.

Article 5 - Taxes

5.1 All prices shall be in Canadian Dollars, Harmonized Sales Tax (HST) extra.
5.2 Where applicable, the Proponent shall indicate HST as a separate item on all documentation. The successful Proponent shall provide their HST Registration Number on all invoices.

Article 6 - Corporate References

6.1 Proponents shall provide three (3) corporate references along with information on the type and scope of business that you are providing these organizations. If you have been the Supplier for a contract similar in nature to the one envisaged in this Proposal, provide that information, along with the name and telephone number of a contact person. (Appendix – A) The University reserves the right to contact references without prior consent of the Proponent. The University may rely upon previous knowledge and/or experience, or knowledge and/or experience gleaned from known partnerships with the Proponent as it relates to criteria in this RFP.

Article 7 - Insurance

7.1 The successful Proponent shall be required to provide proof satisfactory to the University that the Proponent has valid subsisting public liability and property damage insurance, and owned and non-owned auto insurance, showing the types of coverage, the amounts and the effective dates of the insurance, which shall not be less than $2,000,000.00 (two million dollars) for bodily injury and property damage inclusive limits or such greater amounts as elsewhere provided in the Proposal. The insurance policy shall remain in force for the duration of any resulting contract. All insurance premiums shall be paid by the successful Proponent. If during the life of the contract the insurance is cancelled or renewed, the University must be advised and proof of the renewal must be provided.

Article 8 - Evaluation of Proposals

8.1 The University shall evaluate all valid Proposals and select the Proposal most attractive and offers the best value to the University and which, in the sole discretion of the University, is deemed to be in the best interest of the University. The University is not bound to award to the lowest priced offer.
8.2 Without limiting the meaning of the terms "most attractive" and "the best interest of the University", the following criteria normally will be included in the evaluation of Proposals:

8.2.1 Compliance to Proposal Specifications
8.2.2 Compliance to Contractual Terms and Conditions
8.2.3 Total evaluated cost
8.2.4 Delivery/completion time
8.2.5 Experience of Proponent on projects of similar size and scope
8.2.6 Superior design features considered advantageous to the University.
8.2.7 Operating and maintenance costs (where applicable)
8.2.8 Reliability/reputation of product being supplied (where applicable)
8.2.9 Adaptability and modification potential to meet future University needs
8.2.10 Ease of integration with current University operations
8.2.11 Demonstration of proposed product (where applicable)
8.2.12 Environmental impact

Note: See appendix E- Evaluation Score Sheet for further details.

8.3 Where the University has stated specifications that must meet a "minimum" standard, a Proponent may include a project or product which exceeds said standards provided there are advantages to the University in terms of operating or capital costs or other relevant factors. (See Appendix B)

8.4 The University reserves the right, in its sole discretion, to clarify any portion of a Proposal with any Proponent, and to negotiate with one or more Proponents during the evaluation process.

8.5 Notwithstanding any other provision contained in this RFP or a Proponent’s proposal, selection of a Proponent’s proposal to fulfill this project does not guarantee a contract with the University; rather selection of a Proponent’s proposal merely initiates the process of negotiations which may lead to a contract with the University to provide services/goods described in the RFP.

8.6 Proponents are advised that no commitment shall exist until such time as the successful Proponent receives official written notice from the University.

Article 9-Proponent Innovation

9.1 The University encourages Proponent innovation. If a Proponent offers goods or services different than those specified in the Proposal, and, these may be of advantage to the University. Proponents are strongly encouraged to submit as many of these alternatives as they see fit. These should be clearly identified as alternatives and shall be considered at the sole discretion of the University. (See Appendix B)

Article 10-Special Conditions That Affect Installation

10.1 Smoking is not permitted on University property.
10.2 No overtime charges of any kind will be permitted unless authorized by the University prior to the start of the work.
10.3 The successful Proponent shall, at all times, comply with the requirements of the University Code of Business Conduct policy. (http://www.mta.ca/administration/vp/policies/7910.htm)
10.4 The successful Proponent shall ensure that Mount Allison’s property is kept clean of any rubbish of surplus materials resulting from the performance of services on behalf of the University. All costs associated with the removal of the debris from the premises shall be the responsibility of the Proponents.

**Article 11 - Proposal Submission Requirements**

11.1 To warrant the confidentiality of your proposal, please ensure that your proposal is clearly marked as an RFP document on the outside of your submission package(s). The Proponent’s name, RFP #, RFP name and contact name should be clearly marked on the outside of the package(s).

11.2 The RFP number and title **must** appear on Proposals, The Proponent should initial each page of the Proposal.

11.3 The submission of a Proposal shall be deemed proof that the Proponent is satisfied as to all provisions of the RFP. The University will not entertain claims based on assertion by the Proponent that it was uninformed or unaware of specifications, terms or conditions.

11.4 All Proposals should be sealed, legible and must be received in paper form. Electronic Proposals (e.g., phone, fax, email), and amendments thereto, will not be considered unless expressly stated in the Information to Proponents section of the RFP.

11.5 All Proposals shall be in enough detail to allow the University to determine the Proponent's position from the documents received. The University may refuse to consider any Proposal that does not include documentation or other information specified in the RFP.

**Article 12 - RFP Ownership**

12.1 All documents, information, specifications, tracings, or attachments provided by the University and pertaining to this RFP remain the property of the University and shall be treated in strict confidence by the Proponent. No part of this RFP may be transmitted to, or discussed with a third party, nor reproductions made thereof, without prior written consent of the University.

12.2 All materials and documents submitted to the University pursuant to this RFP shall become the property of the University and will not be returned to the Proponent.

**Article 13 – Right to Clarify**

13.1 Mount Allison University reserves the right, in its sole discretion, to clarify any proposal after closing by seeking further information from that Proponent without becoming obligated to clarify or seek further information from any or all other proponents. However, Proponents are cautioned that any clarification sought will not be an opportunity either to correct errors or to change their offering in any substantive manner.
**Article 14 – Conforming with the Requirements of the RFP**

14.1 The Proponent must take all appropriate measures to obtain all information and instructions required to make its proposal(s) conform to the requirements of the RFP. No Proponent will be entitled to claim against The University or its employees based on a lack of information or instructions; no Proponent will be entitled to avoid any obligation, condition or specification contained in the RFP or Proponents proposal(s) based on a lack of information or instruction or otherwise.

**Article 15 - Modification or Withdrawal of Proposals, Amendments, Disputes**

15.1 **Proposal Modification or Withdrawal before Closing Date.** Prior to the Closing Date, a proposal(s) may be modified or withdrawn by way of written request to the contact person noted in the introduction.

15.2 **Proposal Modification or Withdrawal after Closing Date.** No proposal(s) can be modified or withdrawn after the Closing Date. Once a proposal has been selected, it may only be amended in detail with the mutual agreement of the University and the Proponent. No Subcontractor or object or details of a Subcontractor or any information relating thereto in a proposal may be changed after the Closing Date. The University may withdraw this RFP any time before or after the Closing Date by issuing an addendum in writing to all Proponents.

15.3 Once a proposal has been selected, in the event of a dispute arising out of or in connection with a resulting contract, both parties will attempt to resolve the matter in a collaborative manner. Failing resolution, the University may seek legal counsel to provide relief.

**Article 16 - Authorizing Officer**

16.1 The proposal must designate an individual(s) who is/are authorized to negotiate and sign on behalf of the Proponent (see Appendix-C). The proposal must also express the Proponent's resolution to abide by the terms and conditions set out in this RFP and any resulting contract.

**Article 17 – Proponent Presentation**

17.1 Mount Allison University may request any Proponent make a presentation of its proposal to The University. The University will fix the time, place and mode of these presentations. The proposals submitted may not be changed during these presentations.

**Article 18 – Subcontractors**

18.1 The Proponent must, if applicable, specify in its proposal the name of each Subcontractor and the object and details of all the Subcontracts it proposes to enter into with each of them.

18.2 The Proponent must also provide details of the qualifications of each Subcontractor as well as provide any other information the Proponent deems necessary to demonstrate to The University each Subcontractor’s ability to perform in conformity to the RFP and such Proponent’s proposal.
18.3 The Subcontractor will be expected to meet the same standards and quality of services required from the Proponent.

18.4 The Proponent will be held responsible for all aspects of the work carried out by the Subcontractor.

18.5 The Proponent will be solely responsible for the quality of service and/or materials supplied by its Subcontractors.

18.6 The Proponent will be solely responsible for ensuring that the Subcontractor(s) complies with the provisions of this RFP and the Proponent’s response, including, without limitation, provisions concerning confidentiality and conflicts of interest.

18.7 The Proponent will be responsible for the co-ordination of all activities related to its Subcontractors.

18.8 The University **must** approve all Subcontractors. However, any approval of Subcontractors by the University shall not diminish the effect of any part of this provision nor the ultimate responsibility of the Proponent for work performed by Subcontractors.

18.9 The Proponent must provide in its proposal the details of the ownership of said Subcontractors.

**Article 19 - Validity of Proposal/Terms of Contract**

19.1 All proposals must remain valid and open for acceptance by Mount Allison University for a period of sixty (60) days after the Closing Date. The University reserves the right, in agreement with proponents, to extend this period. The University reserves the right to cancel this contract with 15 day written notice at any time during the contract, for any reason whatever.

**Article 20 - Confidentiality**

20.1 The contents of this RFP, the Proponents' proposals, information divulged by Mount Allison University during the performance of the services and any resulting deliverable are strictly confidential and may not be divulged or disclosed to anyone without the prior written consent of the University. The selected Proponent may be required to sign a confidentiality agreement at the request of the University.

**Article 21 - Intellectual Property**

21.1 During the process of evaluating Proponents’ proposals and/or following the awarding of this RFP, Proponents may be provided with material containing intellectual property rights owned by Mount Allison University or covered by a collective agreement to which Mount Allison is a party. All right, title and interest of whatever nature, including but not limited to copyright and trademark rights, in material and documentation developed by the Proponent or its employees on behalf of the University shall vest in and belong to the University at all times free from any interest of the Proponent or its employees or any third party. The Proponent and its employees shall do all such things as the University may require in order to effectively vest such rights in the University or to evidence the same whether before or after awarding this RFP.
**Article 22- Percent Withholding for Non-Residents**

22.1 The Canadian Income Tax Act and Regulations thereunder requires that Mount Allison University withhold a certain amount paid to non-resident individuals, partnerships or corporations, in respect of services rendered in Canada.

22.2 This withholding requirement does not represent a definite tax but, rather, is considered by the Canada Revenue Agency (http://www.cra-arc.gc.ca/menu-e.html) as payment on account of a non-resident’s overall tax liability to Canada. There is provision in the Income Tax Act and Regulations thereunder for non-residents to make application to have the withholding reduced or waived. It is the obligation of non-residents (and not the University) to familiarize themselves with these provisions and, if a non-resident decides to make an application, to actually make such an application and to provide a copy of approval to the University.

22.3 Non-residents should be aware that applications for reduction or waiver of the withholding must be received by CCRA prior to commencement of any engagement (up to one month in advance in certain circumstances). Non-residents are responsible for determining and complying with these deadlines (which may change without the knowledge of the University).

**Article 23 - Publicity**

23.1 The Proponent shall not issue any public news releases pertaining to this RFP or any acceptance of contract, without obtaining the prior written permission of Mount Allison University.

**Article 24 - eProcurement Opportunity**

24.1 Mount Allison University views the use of electronic methods in conducting procurement processes as a progressive improvement that can benefit both the University and the vendor. Electronic enablement of the purchasing process, from identification of requirements through to payment, can be more specifically identified as:

- **eSourcing** - viewing catalogues on-line
- **eProcurement** – approval gateways for ordering against established agreements, ordering on-line
- **ePayment** – electronic invoice, funds transfer and coming soon Visa Payables Automation

If your company has all or any of the capabilities listed above, we request that you provide details in your response.

**Article 25-Audits**

25.1 The Proponent shall comply with any request from the University to audit the costs and/or other pertinent records of the Proponent, upon the premises of the Proponent. The successful Proponent shall retain pertinent records required to fulfill this requirement for a period of seven (7) years. The request to audit is at the University’s option and it may or may not be exercised. This article shall survive the expiration or termination of any agreement or contract resulting from this RFP.
Article 26-General

26.1 All costs incurred in preparing a Proposal, or presenting or elaborating upon a Proposal, shall be borne solely by the Proponent.

26.2 The University reserves the right to accept or reject all or any part of a Proposal as may be in the best interests of the University, and to waive any informality therein. The lowest or any Proposal will not necessarily be accepted. Proposals clearly involving predatory pricing may be rejected. The university reserves the right, in its sole discretion, to award this RFP to one or more Proponents in, whole or part, based upon the overall best value to the University.

26.3 The Proponent declares that the Proposal is not made in connection with any other Proponent submitting a Proposal for the same goods or services and is in all respects fair and without collusion or fraud.

26.4 By submitting a response to this proposal the Proponent represents that it does not discriminate based upon race, colour, religion, ancestry, place of origin, age, physical disability, mental disability, marital status, sexual orientation, sex, social condition or political belief or activity.

26.5 It is the responsibility of the Proponent to ensure that no representative extends entertainment, gifts, gratuities, discounts or special services, regardless of value, to an employee of the University, or any member of the University Board of Regents, Senate, Faculty or Departments. Proponents shall report to the Procurement Manager, any attempt to obtain such favors. Furthermore, Proponents shall disclose if any University employee is involved with the Proponent's company in any way.

26.6 The University reserves the right, in its sole discretion, to cancel the Proposal process, in whole or in part, without any award, for any reason, at any time. In the event of any such cancellation, the University shall not be obligated to pay any costs, damages or claims of any type or kind to any Proponent or potential Proponent.

26.7 The successful Proponent shall agree to all University Terms and Conditions of Purchase Order unless otherwise negotiated in writing with the Manager of Procurement Services.

Article #27-Delivery

27.1 The University has a completed project requirement of September 1, 2017 or before. Proponents shall state whether they are able to meet the deadline or not.

Article #28-Shipping Terms

28.1 The proponent’s proposal will specify the shipping terms and the mode of shipping will be considered in the evaluation process.

The preferred shipping term for the University is:

1) Incoterms 2013 – DDP – Delivered Duty Paid (Mount Allison University). The seller delivers the goods – cleared for import – to the Buyer at destination. The Seller bears all costs and risks of moving the goods to destination, including the payment of Customs duties and taxes.

The acceptable shipping term for the University is:
2) **DAP – Delivered At Place** (Mount Allison University). The Seller delivers when the goods are placed at the Buyer’s disposal on the arriving means of transport ready for unloading at the named place of destination. The Seller bears all risks involved in bringing the goods to the named place.
4. Specifications

Founded in 1839, Mount Allison is primarily an under-graduate, liberal arts and science University with a current enrolment of approximately 2,250 students. The University has preserved the character of a compact, scholarly community to foster excellence in teaching, research and creative enterprise. A strong emphasis on extracurricular activities from athletics to student governance complements the development of the “whole student”. Approximately 450 faculty and staff support the academic mission of the University. The campus located in Sackville, NB consists of 77 acres and 41 buildings.

The University has a requirement for a Fabric Storage Facility for enclosing a number of pieces of scientific equipment. The area we would like to cover us approximately 4,000 square feet to ensure adequate storage capacity. Some of the storage items will include: Boats, hovercraft, F350 with camper (note any height issues with door), trailers, portable lab enclosures, etc. There may be seasonal water and electrical accessibility to the area and proponent should address any access requirements (holes/poles etc.) for electrical components in their proposal. The University does not require the Proponent to include water or electrical set up in their offer as these will be purchased separately.

The University is relying on the Proponent’s expertise to provide a solution for our situation, therefore any of the following may be combined to provide the best overall structure combination and price point for this project. The University has considered the following alternatives:

- Adding shipping Containers for secured storage in addition to regular storage of the area. (if you are proposing this usage, the width will need to be added to the 4,000 sq ft area) would you recommend? Why? or why not?

- Structure must be wind and snow rated.

- Trussed straight walled units have been considered – would you recommend? Why? Or Why not?

- Electrical is being considered and Proponent should address if :
  - A) Wall penetration options are available/necessary for electrical entrance.
  - B) Confirm if lights can be suspended from the building framework.

- Proponents will need to include the anchoring system in their proposal.
- Proper base (concrete pad) will be installed by owner before structure is scheduled to arrive on campus. Proponents should address any concerns the University may encounter with this media in this instance or recommend an alternative.

- Price should include pricing for roll up door(s) 12’ W x 13’H
  
  Price for 1 door $_________________ Price for 2 doors $_______________

- Price should include man door(s) 3’6” x 7’ H
  
  Price for 1 door $_________________ Price for 2 doors $_______________
  
  The University wishes to install its own door hardware – please confirm that we are able to do so. Plan for “Best Locks” and Pad Locks on inside of overhead doors.

- Proponent should address the minimum requirement of free area surrounding the proposed building for installation purposes as this is a tight area.

- Price should include installation and must be completed no later than September 1, 2017 – Proponent should indicate earliest completion date after receipt of order

- Proponent should address or recommend any other components that have not been addressed in the specifications to ensure a complete, functional covered structure.
5. Terms and Conditions of Purchase Order

1. Unless waived or otherwise agreed in writing by the University, this Purchase Order and its terms and conditions shall not be altered, amended, varied, or modified. Any inconsistent or additional terms or conditions proposed by the Supplier are hereby rejected and shall not bind the University in any way. In the event that the terms and conditions of this Purchase Order are in conflict with, or differ from, the Supplier's terms and conditions, the terms and conditions of this Purchase Order shall prevail.

2. All documents, information, specifications, blueprints, tracings, or attachments provided by the University and pertaining to this Purchase Order must be treated in strict confidence by the Supplier and must not be transmitted to, or discussed with, a third party, nor reproductions made thereof, without prior written authorization of the University.

3. Unless otherwise specified, all shipments shall be delivered FOB destination, offloaded and installed (where specified), freight prepaid. It is the Supplier’s responsibility to arrange full and complete protection of all shipments to the University. No additional charges of any kind, including charges relating to boxing, packaging or cartage will be allowed unless specifically agreed to in writing by the University. All packaging must adequately protect the goods given their specific nature. The Supplier shall ensure that University’s property is kept clean of any rubbish or surplus materials resulting from the supply of goods or services. Title to goods, and the risk of loss or damage to such goods, shall transfer from Supplier to the University upon delivery of the goods to, and acceptance of them by, the University.

4. The Supplier guarantees that goods or services will be delivered in accordance with the specification, drawing, sample, or quotation referenced or attached hereto, and agrees that this guarantee shall survive acceptance of goods or services by the University. Goods or services delivered which are not in accordance with this condition may be returned to the Supplier, or rectified by the Supplier, at the Supplier’s expense, at the option of the University.

5. In the event of the Supplier’s failure to deliver as and when specified, the University may cancel this Purchase Order in whole or in part without prejudice to other rights and remedies, and may return part or all of any shipment at the Supplier’s expense.

6. Payments will be made in Canadian funds unless otherwise stated on this Purchase Order. Where applicable, the dates and amounts of cash discounts shall be established by receipt of correct invoice or correct material according to the terms of the Purchase Order, whichever is later.

7. Where applicable, the University may withhold any and all payments due under this Purchase Order until the Supplier furnishes a statutory declaration as provided by a notary public stating that all invoices for labor and material provided to the Supplier on this Purchase Order have been paid in full.

8. Regardless of payment, all goods and services shall be subject to inspection and approval by the University without limitation as to time. The University may reject the goods and/or services, in whole or in part, and/or terminate the Purchase Order if, in the opinion of the University, the goods and/or services, in whole or in part, are unsatisfactory, non-conforming to Purchase Order specifications, or if the Supplier has breached any term or condition of this Purchase Order.

8.1 In the case of rejected goods, the University may either return the goods to the Supplier at the Supplier’s risk and expense, or advise the Supplier to remove the rejected goods, at the Supplier’s risk and expense, whereupon any responsibility of the University with respect to the rejected goods shall absolutely cease.

8.2 In the case of rejected services, the University may either require the Supplier to re-perform the services at the Supplier’s expense, or terminate the Purchase Order without payment and obtain the services from another source at the Supplier’s expense.

9. In addition to the University’s rights at law and any Supplier warranties, and regardless of payment, the Supplier shall, at its own expense, replace any goods or parts thereof or redo any services which become defective or unusable as a result of faulty manufacture, design, material or workmanship for a minimum period of one (1) year (unless otherwise specified) from:

9.1 The date of acceptance of work and/or materials in the event such goods and services are purchased for the University’s use; or,

9.2 The date of the acceptance by the University of the entire project for the purposes of which the University ordered the goods and services covered by this Purchase Order.

9.3 Specific warranties relating to goods or equipment shall survive this clause. The Supplier warrants that the goods or services covered by this Purchase Order are fit and safe for the purpose or use for which they are intended.
10. The Supplier warrants and agrees that it has complied, and will continue to comply, with all applicable Workers' Compensation and Employment Insurance Laws in the Province of New Brunswick, and all other applicable laws, codes, regulations, rules and orders. The Supplier agrees to indemnify the University and save the University harmless if the Supplier fails to comply with the foregoing and, in the event of such failure, the University may cancel this Purchase Order without penalty. The Supplier further warrants that the prices set forth in this agreement are valid under all pertinent laws, orders and regulations.

11. Where work is performed on University premises, or is performed at other premises on behalf of the University the Supplier may be required to provide proof satisfactory to the University that the Supplier has valid subsisting public liability and property damage insurance, and owned and non-owned automobile insurance, showing the types of coverage, and the amounts and the effective dates of the insurance, which shall not be less than $2,000,000 (two million dollars) combined limit each accident or occurrence for bodily injury and property damage inclusive limits. Where the work to be performed warrants it, the University may require that the Supplier’s liability insurance include the University as an Insured with respect to work performed by, or on behalf of, the Supplier.

12. Dangerous goods shall be shipped in compliance with all applicable environmental laws, rules, regulations and procedures. For all goods or materials subject to Workplace Hazardous Material Information System (WHMIS) legislation, Material Safety Data Sheets shall accompany the goods, and all applicable packaging shall bear the appropriate WHMIS labels.

13. The Supplier agrees to indemnify and hold harmless, the University, its Board of Regents, Senate, employees, students, servants and/or agents from and against all loss or expense by reason of the liability imposed by law upon the University, its Board of Regents, Senate, employees, students, servants, and/or agents, for damage, injury or expense because of bodily injury, including death, at any time resulting from, or sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this Purchase Order due to negligent or wrongful acts or omissions of the Supplier. The Supplier further agrees to indemnify and hold harmless the University, its Board of Regents, Senate, employees, students, servants, and/or agents from all claims, demands, losses, costs, damages, actions, suits, or proceedings initiated by third parties arising from the negligence or wrongful acts or omissions of the Supplier, its employees and other persons for whom the Supplier is in law responsible.

14. The Supplier shall pay all royalties and patent license fees required for the performance of this Purchase Order, and at the Supplier’s own expense, defend all suits and proceedings against the University and indemnify the University against any award of damages, demands, losses, charges or costs made against the University if such suits or proceedings are based on any claim that any of the products or services supplied constitute an infringement of a patent by the Supplier. If any of the goods or services constitutes an infringement of patent and its use is enjoyed, the Supplier shall, at the Supplier’s own expense, procure for the University, the right to continue using the product or service, replace or modify the product or service so it becomes non-infringing and meets the needs of the University, or pay the University for loss of use of the product or service.

15. It is the responsibility of the Supplier to ensure that no representative of the Supplier will extend entertainment, gifts, gratuities, discounts or special services, regardless of value, to an employee of the University, or any member of the University Board of Regents, Senate, Faculty or Departments. The Supplier shall report to the procurement Manager, any attempt to obtain such favors. Further, the Supplier shall disclose if any University employee is involved with the Supplier’s company in any way.

16. Fire, flood, explosion, strikes, lock-out, epidemic, accident, shortage of transportation, or other causes beyond the reasonable control of the University or the Supplier, which prevent the Supplier from delivering or the University from receiving and/or using any of the items covered by this Purchase Order, shall operate to suspend deliveries during the period required to remove such cause, subject however, to the University’s right to cancel any such delayed order.

17. The Supplier shall not assign or sub-contract its interest in this Purchase Order without the prior written consent of the University. The Terms and Conditions of this Purchase Order shall survive any assignment, and shall not relieve the Supplier of its contractual obligations.

18. The law applicable to this Purchase Order shall be the law in the Province of the University, an appeal to the Supreme Court of Canada excepted. The agreement between the parties shall be binding upon them and their successors, executors and administrators.

19. Time shall be of the essence in the performance of this Purchase Order.
6. Appendix A - Corporate References

Proponents shall provide three corporate references along with information on the type and scope of business that you are providing these organizations. If you have been the Supplier for a contract similar in nature to the one envisaged in this Proposal, provide that information, along with the name and telephone number of a contact person. The University reserves the right to contact references without prior consent of the Proponent.

<table>
<thead>
<tr>
<th>Previous Projects &amp; Product Supplied</th>
<th>Date work was performed</th>
<th>Contact/Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
8. Appendix B – Declaration of Compliance

Within their response to the Request for Proposal RFP #07182017, Proponents must confirm that their proposal, including mandatory requirements, will be fully compliant. For any items that the Proponent has identified as being partially compliant, or exceeding specifications a detailed explanation must be provided. Please list the exceptions in the format below and reference the section(s) of your proposal that provide full details on these exceptions.

In order to ensure that the University can legally accept any bid which the University considers the most advantageous offer, the University has chosen to create an express power in the Invitation/Request to be able to waive any non-compliance with the terms of the Invitation/Request by a Proponent. Proposals which fail to conform may be, in the University’s sole discretion, disqualified as non-compliant. However, the University may, in its sole discretion, retain for consideration and possible award, proposals which do not conform where such proposals appear to offer the best value to the University despite the minor non-conformance of the proposal.

PROPRIETORS ARE URGED TO ENSURE THEIR PROPOSALS ARE FULLY COMPLIANT WITH THE REQUIREMENTS OF THIS RFP.

<table>
<thead>
<tr>
<th>Reference to Item/Specifications</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

SIGNATURE: ____________________________________________

TITLE: ________________________________________________

COMPANY NAME: __________________________________________

DATE: ____________________________________________
9. Appendix C – Authorizing Officer Form

Supply and Install Fabric Structure for Storage
REQUEST FOR PROPOSAL #07182017
CLOSING – July 18, 2017

COMPANY NAME : ____________________________________
ADDRESS : _______________________________________
: _______________________________________
: _______________________________________

This form is to be completed and submitted with your proposal. Please indicate if the entity submitting this application is an incorporated company. If so, which province is the registration in? Is the company registered in any other province as extra-provincially? If so, which province(s)?

The proposal must designate an individual(s) who is/are authorized to negotiate and sign on behalf of the Proponent. The proposal must also express the Proponent's resolution to abide by the terms and conditions set out in this RFP and any resulting contract.

AUTHORIZED SIGNATURE(S) : _______________________
NAME(S) IN CAPITAL LETTERS : _______________________
TITLE(S) : _______________________
PHONE NUMBER : _______________________
FAX NUMBER : _______________________
E-MAIL ADDRESS : _______________________
DATE : _______________________


10. Appendix D – Evaluation Score Sheet

Evaluation Criteria – to be completed by proposal evaluators

Note: Your proposal should be structured so as to address and identify your response related to the evaluation criteria.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weight</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Ability of proposed equipment to meet requirements and specifications</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>2. Delivery /quantity availability (on time)</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>3. Warranty and Service Features</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>4. Capacity of supplier to meet the requirements of the procurement</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>5. Price Score (weighted average)</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>

Total Score 100
## 11. Appendix E - Proposal Summary

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Manufacturer/Model#</th>
<th>Unit Price (Excluding HST)</th>
<th>Warranty Details</th>
<th>Delivery In Weeks ARO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply and install fabric structure for storage to meet performance requirements identified under Specifications.</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2</td>
<td>Warranty coverage for Above</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Installation</td>
<td></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>4</td>
<td>Transportation</td>
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</tbody>
</table>

**TERMS OF PAYMENT** (minimum 30 days) ________________________________________________________________

**NAME OF FIRM:** ________________________________________________

**COMPLETE ADDRESS:** _______________________________________________________________________

**TELEPHONE:** _______________________ **FAX:** ___________________ **EMAIL:** _______________________

**PRIMARY CONTACT PERSON WITH AUTHORITY TO COMMIT ON BEHALF OF THE PROPOONENT:**

(Please print)_________________________________________________________________________________

**SIGNATURE:** ___________________________________________ **DATE:** ____________________________