

Request for Proposals

For

Coordination of Cuvée Wine and Food Event

Request for Proposals No.: **TM14-010**

Issued: **June 19, 2014**

Submission Date: **June 27, 2014 at 3:00pm EDT**

TABLE OF CONTENTS

PART 1 – INTRODUCTION	3
1.1 Invitation to Proponents	3
1.2 Type of Contract for Deliverables.....	3
1.3 No Guarantee of Volume of Work or Exclusivity of Contract	3
1.4 Agreement on Internal Trade	3
PART 2 – THE DELIVERABLES	4
2.1 Description of Deliverables	4
2.2 Material Disclosures	4
PART 3 – EVALUATION OF PROPOSALS	5
3.1. Timetable and Submission Instructions.....	5
3.2 Stages of Proposal Evaluation	5
3.3 Stage I – Mandatory Requirements, Submission and Rectification	6
3.4 Stage II – Evaluation of Rated Criteria	7
3.5 Stage III – Evaluation of Pricing	7
3.6 Cumulative Score and Selection of Highest Scoring Proponent	7
3.7. Tie Score	7
PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS	8
4.1 General Information and Instructions	8
4.2 Communication after Issuance of RFP.....	8
4.3 Negotiations, Notification and Debriefing	9
4.4 Prohibited Communications and Confidential Information	10
4.5 Procurement Process Non-binding	11
4.6 Governing Law and Interpretation.....	12
APPENDIX A – FORM OF AGREEMENT	13
APPENDIX B – SUBMISSION FORM.....	15
APPENDIX C – RATE BID FORM	18
APPENDIX D – REFERENCE FORM	19
APPENDIX E – RFP Particulars	20
A. THE DELIVERABLES	20
B. MATERIAL DISCLOSURES	23
C. RATED CRITERIA	23
D. PRICING	24

PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation by Brock University (the “University”) to prospective proponents to submit proposals for the provision of event planning **for the coordination of Cuvée Wine and Food Event**, as further described in Part 2 – The Deliverables (the “Deliverables”).

The Cuvée Grand Tasting is an annual event now in its 27th year. It is a one evening event held at a conference center in Niagara, sees more than 700 participants and is typically held in early March. The event is a celebration of excellence in Ontario winemaking featuring VQA wines selected by over 50 winemakers as their personal favorites. Guests have the opportunity to meet the winemakers and sample culinary masterpieces created at 10 live cooking stations. The event also includes Après Cuvée which features live music, icewine, sparkling and craft beer stations. The ticket price includes Cuvée en Route, our role is to coordinate the write-ups from the various wineries participating and develop the advertising pamphlet piece.

For the purposes of this procurement process, the “University Contact” shall be: Tanya Motola tmotola@brocku.ca

1.2 Type of Contract for Deliverables

The selected proponent will be requested to enter into negotiations for an agreement with the University for the provision of the Deliverables in the form attached as Appendix A to the RFP. It is the University’s intention to enter into the Form of Agreement based on that attached as Appendix A to the RFP with only one (1) legal entity. The term of the agreement is to be for a period of **approximately 9 months** with an option in favour of the University to extend the agreement on the same terms and conditions **for up to two additional one year periods**.

1.3 No Guarantee of Volume of Work or Exclusivity of Contract

The University makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The University may contract with others for the same or similar Deliverables to those described in the RFP or may obtain the same or similar Deliverables internally.

1.4 Agreement on Internal Trade

Proponents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular tender call. For further reference, please see the Internal Trade Secretariat website at http://www.ait-aci.ca/index_en.htm.

[End of Part 1]

PART 2 – THE DELIVERABLES

2.1 Description of Deliverables

The RFP is an invitation to submit offers for the provision of event planning for the coordination of the Cuvée Grand Tasting event. The Proponent will be responsible for the planning and logistical deployment of the Cuvée Grand Tasting wine and food event and Cuvée en Route programming, as further described in Appendix E – RFP Particulars – Section A. The Deliverables.

2.2 Material Disclosures

Proponents should refer to Appendix E – RFP Particulars – Section B. Material Disclosures.

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1. Timetable and Submission Instructions

Proponents should submit their proposals according to the following timetable and instructions.

3.1.1 Timetable

Issue Date of RFP	June 19, 2014
Deadline for Questions	June 24, 2014
Deadline for Issuing Addenda	June 25, 2014
Submission Date	June 27, 2014 at 3:00pm EDT
Rectification Date	July 3, 2014 at 12:00pm EDT

The RFP timetable is tentative only, and may be changed by the University at any time.

3.1.2 Proposals Should Be Submitted in Prescribed Manner

Proposals should be submitted at the office of:

**Tanya Motola, Procurement Services, Suite 1200
Brock University, 500 Glenridge Ave., St. Catharines, ON, L2S 3A1**

Proponents should submit three **(3)** hard copies and one (1) electronic copy in Microsoft Word format in a sealed package.

Proposals are to be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the proponent, and with the Submission Date.

In the event of a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail.

3.1.3 Proposals Should Be Submitted on Time at Prescribed Location

Proposals should be submitted at the location set out above on or before the Submission Date. Proposals submitted after the Submission Date will be rejected.

3.1.4 Withdrawing Proposals

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the University Contact and must be signed by an authorized representative. The University is under no obligation to return withdrawn proposals.

3.2 Stages of Proposal Evaluation

The University will conduct the evaluation of proposals in the following three (3) stages:

3.2.1 Stage I

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the

Submission Date will be provided an opportunity to rectify any deficiencies. Proposals failing to satisfy the mandatory requirements as of the Rectification Date will be excluded from further consideration.

3.2.2 Stage II

Stage II will consist of a scoring by the University of each qualified proposal on the basis of the rated criteria.

3.2.3 Stage III

Stage III will consist of a scoring of the pricing submitted. The evaluation of price will be undertaken after the evaluation of mandatory requirements and any rated requirements has been completed.

3.2.4 Cumulative Score

At the conclusion of Stage III, all scores from Stage II and Stage III will be added and the highest ranking proponent will be selected for contract negotiations in accordance with Part 4.

3.3 Stage I – Mandatory Requirements, Submission and Rectification

3.3.1 Submission and Rectification Date

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Proponents submitting proposals that do not meet the mandatory requirements will be provided an opportunity prior to the Rectification Date to rectify deficiencies.

The rectification process will be limited to only allowing rectification of the following components of a proponent's proposal:

- a) Appendix B – signature
- b) Number of copies

3.3.2 Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

3.3.3 Rate Bid Form (Appendix C)

Each proponent must include this form completed according to the instructions contained in the form as well as those instructions set out below:

- (a) rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for **HST** which should be itemized separately; and
- (b) rates quoted by the proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the University, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

3.3.4 Reference Form (Appendix D)

Each proponent must complete the Reference Form (Appendix D) and include it with its proposal.

3.3.5 Other Mandatory Requirements

Proponents should refer to Appendix E – RFP Particulars – Section C. Other Mandatory Requirements.

3.3.6 Rectification Date

Proposals satisfying the mandatory requirements before the Rectification Date will proceed to Stage II. Proposals failing to satisfy the mandatory requirements will be excluded from further consideration.

3.4 Stage II – Evaluation of Rated Criteria

Proponents should refer to Appendix E – RFP Particulars – Section C. Rated Criteria for a breakdown of the Rated Criteria.

3.5 Stage III – Evaluation of Pricing

Proponents should refer to the Rate Bid Form at Appendix C and Appendix E – RFP Particulars – Section D. Pricing.

3.6 Cumulative Score and Selection of Highest Scoring Proponent

At the conclusion of Stage III, all scores from Stage II and Stage III will be added together and the highest ranked proponent will be selected for negotiations in accordance with Part 4 – Terms and Conditions of the RFP process.

3.7. Tie Score

In the event of a tie score, the selected proponent will be determined by way of a coin toss.

[End of Part 3]

PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 Proponents to Follow Instructions

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

4.1.2 Proposals in English

All proposals are to be in English only.

4.1.3 University's Information in RFP Only an Estimate

The University and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. Any quantities shown or data contained in the RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general size of the work. It is the proponent's responsibility to avail itself of all the necessary information to prepare a proposal in response to the RFP.

4.1.4 Proponents Shall Bear Their Own Costs

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

4.2 Communication after Issuance of RFP

4.2.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising the RFP, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email on or before the proponent's Deadline for Questions to the University Contact. All questions submitted by proponents by email to the University Contact shall be deemed to be received once the email has entered into the University Contact's email inbox. No such communications are to be directed to anyone other than the University Contact. The University is under no obligation to provide additional information.

It is the responsibility of the proponent to seek clarification from the University Contact on any matter it considers to be unclear. The University shall not be responsible for any misunderstanding on the part of the proponent concerning the RFP or its process.

4.2.2 All New Information to Proponents by Way of Addenda

The RFP may be amended only by an addendum in accordance with this section. If the University, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of the RFP.

Such addenda may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by the University. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

4.2.3 Post-Deadline Addenda and Extension of Submission Date

If any addendum is issued after the Deadline for Issuing Addenda, the University may at its discretion extend the Submission Date for a reasonable amount of time.

4.2.4 Verify, Clarify and Supplement

When evaluating responses, the University may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. The University may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

4.2.5 No Incorporation by Reference

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

4.2.6 Proposal to Be Retained by the University

The University will not return the proposal or any accompanying documentation submitted by a proponent.

4.3 Negotiations, Notification and Debriefing

4.3.1 Selection of Top-Ranked Proponent

The top-ranked proponent, as established under Part 3 – Evaluation of Proposals, will receive a written invitation to enter into direct contract negotiations with the University.

4.3.2 Timeframe for Negotiations

The University intends to conclude negotiations within thirty (30) days commencing from the date the University invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

4.3.3 Process Rules for Negotiations

Any negotiations will be subject to the process rules contained in this Part 4 – Terms and Conditions of RFP Process and the Submission Form (Appendix B) and will not constitute a legally binding offer to enter into a contract on the part of the University or the proponent. Negotiations may include requests by the University 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 the University for improved pricing from the proponent.

4.3.4 Terms and Conditions

The terms and conditions found in the Form of Agreement (Appendix A) are to form the starting point for negotiations between the University and the selected proponent.

4.3.5 Failure to Enter Into Agreement

Proponents should note that if the parties cannot execute a contract within the allotted thirty (30) days, the University may invite the next-best-ranked proponent to enter into negotiations. In accordance with the process rules in this Part 4 – Terms and Conditions of RFP Process and the Submission Form (Appendix B), there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. With a view to expediting contract formalization, at the midway point of the above-noted timeframe, the University may elect to initiate concurrent negotiations with the next-best-ranked proponent. Once the above-noted timeframe lapses, the University may discontinue further negotiations with that particular proponent. This process shall continue until a contract is formalized, until there are no more proponents remaining that are eligible for negotiations or until the University elects to cancel the RFP process.

4.3.6 Notification to Other Proponents

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 the University and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the contract.

4.3.7 Debriefing

Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to the University Contact and must be made within sixty (60) days of notification of award. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

4.3.8 Bid Protest Procedure

If a proponent wishes to challenge the outcome of the RFP process, it should provide written notice to the University Contact within sixty (60) days of notification of award, and the University will respond in accordance with its bid protest procedures.

4.4 Prohibited Communications and Confidential Information

4.4.1 Prohibited Proponent Communications

The proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B). For the purposes of this Section, “Conflict of Interest” shall have the meaning ascribed to it in the Submission Form (Appendix B).

4.4.2 Proponent Not to Communicate with Media

A proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the University Contact.

4.4.3 Confidential Information of University

All information provided by or obtained from the University in any form in connection with the RFP either before or after the issuance of the RFP

- (a) is the sole property of the University and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to the RFP and the performance of any subsequent Contract;
- (c) must not be disclosed without prior written authorization from the University; and
- (d) shall be returned by the proponents to the University immediately upon the request of the University.

4.4.4 Confidential Information of Proponent

Proponents acknowledge the University is subject to the Ontario *Freedom of Information and Protection of Privacy Act*. Proponents shall clearly mark “Confidential” all information regarding trade secrets, commercial, financial, labour relations, technical or other aspects of the Proponent’s proposal, which in the Proponent’s opinion are of a proprietary or confidential nature and are significant enough to be injurious to the Proponent should this information be provided under a request of information.

The University shall use all reasonable efforts to hold all information marked “Confidential” by the Proponent in strict confidence where required or permitted by law and shall not be liable for any disclosure or non-disclosure made in respect of a request under the Act.

If the University’s response to a request under the Act is appealed to the Information and Privacy Commissioner of Ontario and the Proponent elects to participate in the appeal, it shall be responsible for its own costs of participation.

Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to the University’s advisers retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the University Contact.

4.5 Procurement Process Non-binding

4.5.1 No Contract A and No Claims

The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFP shall not give rise to any “Contract A”-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the proponent nor the University shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.

4.5.2 No Contract until Execution of Written Agreement

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

4.5.3 Non-binding Price Estimates

While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

4.5.4 Disqualification for Misrepresentation

The University may disqualify the proponent or rescind a contract subsequently entered if the proponent's response contains misrepresentations or any other inaccurate, misleading or incomplete information.

4.5.5 References and Past Performance

The University's evaluation may include information provided by the proponent's references and may also consider the proponent's past performance on previous contracts with the University or other institutions.

4.5.6. Inappropriate Conduct

The University may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following: (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the supplier to honour its pricing or other commitments made in its proposal; or (c) any other conduct, situation or circumstance, as solely determined by the University, which constitutes a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

4.5.7 Cancellation

The University may cancel or amend the RFP process without liability at any time.

4.6 Governing Law and Interpretation

4.6.1 Governing Law

The terms and conditions in this Part 4 – Terms and Conditions of RFP Process (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by and construed in accordance with the laws of the province or territory within which the University is located and the federal laws of Canada applicable therein.

[End of Part 4]

APPENDIX A – FORM OF AGREEMENT

1. The award contract to the Supplier shall include the terms of this Request for Proposal and the terms of Brock University's purchase order (a copy of which is available at <http://www.brocku.ca/finance/vendors>) together with those terms of the bidder's proposal which are not inconsistent with Brock University's documents and which have been specifically accepted by Brock.
2. The Supplier may not assign or subcontract any of the contract without the prior written consent of Brock University.
3. The Supplier shall indemnify Brock University, its Board of Trustees, students, employees, servants and/or agents from all damage, damages, losses, costs, claims, demands, actions, suits, or proceedings which may arise directly or indirectly as a result of the negligent or wrongful acts or omissions of the successful bidder (if any), its employees, agents and/or servants in the performance or purported performance of any of its obligations under the contract, whether or not such claims are initiated by third parties or arise between the parties.
4. The Supplier shall carry at all times during the performance of the work commercial general liability insurance with a limit of not less than **\$1, 000, 000** inclusive per occurrence for bodily injury (including death) and damage to property including loss of use thereof. Such insurance shall at a minimum include coverage of broad form property damage, contractual liability, completed operations and product liability, and automobile liability (owned and non-owned), and such other types of insurance as would be carried by a prudent person performing such contract work and as Brock University may from time to time require.
5. All such policies of insurance shall provide that the Insurers shall give at least thirty (30) days written notice to Brock University prior to any cancellation, material changes, or amendments restricting coverage of any policy or policies.
6. The Supplier shall warrant its work and/or products for a period of not less than one (1) year from completion, installation or supply against all defects and deficiencies in manufacture, workmanship and installation. The Supplier shall also promptly remedy or replace any defect or deficiency, in the goods or services as solely determined by the University, upon notice from the University to do so, and at no cost to the University.

Should the Supplier fail to remedy any defect or deficiency promptly with a reasonable time after notice to do so, the University may remedy the defect or deficiency, at the Supplier's cost.
7. Any products supplied and installed by the successful bidder (if any) shall be installed in such a manner as to preserve any and all manufacturer's warranties, for the benefit of Brock University.
8. The University and the Supplier acknowledge and agree that they are independent contractors in a contract for goods and/or service and no employer – employee partnership nor agency relationship is intended or created by their agreement.

The Supplier shall be solely responsible for all matters relating to statutory deduction of all taxes, employment insurance, Canada Pension, carry Workplace Safety and Insurance Board of Ontario insurance premiums, leave, remuneration, discipline and all licenses and permits which may be or may become required to perform the work.

9. Notwithstanding the above, while at the University, personnel of the Supplier must observe all regulations and policies of Brock University including parking and traffic regulations. Vehicles shall be parked in areas, at the Supplier's expense, as directed by the University's Parking Administration.
10. In addition to any rights of termination at law or in equity, Brock University shall have the right to terminate any contract formed with the Supplier upon written notice to the successful Bidder.
11. All Brock University suppliers must comply with the Accessibility for Ontarians with Disabilities Act, 2005 (AODA, 2005) and the University's accessibility policies and guidelines. This includes ensuring that all suppliers' employees receive training about providing goods or services to persons with disabilities. For further information visit www.brocku.ca/finance/vendors/accessibility-aoda-compliance.
12. The Supplier is required to sign a Confidentiality and Privacy Agreement if personal information is collected, used or disclosed to the successful bidder in order to meet the terms of the contract. Brock University's Confidentiality and Privacy Agreement meets the legal requirements of the Freedom of Information and Protection of Privacy Act (FIPPA).

APPENDIX B – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, and name one person to be the contact for the RFP response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	<i>[enter your response here]</i>
Any Other Relevant Name under Which the Proponent Carries on Business:	<i>[enter your response here]</i>
Street Address:	<i>[enter your response here]</i>
City, Province/State:	<i>[enter your response here]</i>
Postal Code:	<i>[enter your response here]</i>
Phone Number:	<i>[enter your response here]</i>
Fax Number:	<i>[enter your response here]</i>
Company Website (If Any):	<i>[enter your response here]</i>
RFP Contact Person and Title:	<i>[enter your response here]</i>
RFP Contact Phone:	<i>[enter your response here]</i>
RFP Contact Facsimile:	<i>[enter your response here]</i>
RFP Contact E-mail:	<i>[enter your response here]</i>

2. Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the University and the selected proponent have executed a written contract.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. The proponent represents and warrants its ability to provide the Deliverables required under the RFP in accordance with the requirements of the RFP for the Rates set out in the Rate Bid Form and has provided a list of any subcontractors to be used to complete the proposed contract. The proponent encloses herewith as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Submission Form	
Rate Bid Form	
Reference Form	

Notice to proponents: There may be forms required in the RFP other than those set out above. See the Mandatory Requirements section of the RFP for a complete listing of mandatory forms.

4. Non-binding Price Estimates

The proponent has submitted its Rates in accordance with the instructions in the RFP and in the Rate Bid Form set out in Appendix C. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

5. Addenda

The proponent is deemed to have read and accepted all addenda issued by the University prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word "None" on the following line: _____ . Proponents who fail to complete this section will be deemed to have received all posted addenda.

6. Conflict of Interest

For the purposes of this section, the term "Conflict of Interest" means

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

(b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our proposal; **AND** (b) were employees of the University and have ceased that employment within twelve (12) months prior to the Submission Date:

Name of Individual:
Job Classification:
Department:
Last Date of Employment with the University:
Name of Last Supervisor:
Brief Description of Individual's Job Functions:
Brief Description of Nature of Individual's Participation in the Preparation of the Proposal:

(Repeat above for each identified individual)

The proponent agrees that, upon request, the proponent shall provide the University with additional information from each individual identified above in the form prescribed by the University.

7. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the University to the University's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name and Title

Date:

I have authority to bind the proponent

**APPENDIX C – RATE BID FORM
RFP #TM14-010**

**Event Planning Services for the Coordination of the
Cuvée Grand Tasting Event**

Proponents shall provide a total bid price below for the provision of the event coordination services for the Cuvée Grand Tasting Event as outlined in Appendix E – The Deliverables. Proponents shall also include a detailed overview of what is included.

Total Bid Price: \$ _____

Overview: _____

Brock University has projected an hourly estimation for the Cuvée event. It is expected that the position be part-time for the months of July, August, September and October (16-24 hours); November and December (24-32 hours); full-time for the months of January and February; part-time for the month of March post-event. These estimates are for planning purposes only.

Brock University has a budget not to exceed \$30,000 and is inclusive of, but not limited to work listed on Appendix E – The Deliverables. This budget is for event management and related expenses only. Any incremental event expenses shall be subject to the prior approval of the University.

Proponents shall provide a total bid price for the project in Canadian funds, inclusive of all applicable duties and taxes except for **HST** which should be itemized separately; and

Rates quoted by the proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the University, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

The University will not reimburse travel, representative travel time, meal, accommodation, etc. Proponents should include all expenses in the pricing structure.

APPENDIX D – REFERENCE FORM

Each proponent is requested to provide three (3) references from clients who have obtained similar goods or services to those requested in the RFP from the proponent in the last **5 years**.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

APPENDIX E – RFP PARTICULARS

A. THE DELIVERABLES

Background Information:

The Cuvée Grand Tasting is an annual event now in its 27th year. It is a one evening event held at a conference center in Niagara with, typically, more than 700 participants. The annual event is typically held in early March. The event is a celebration of excellence in Ontario winemaking featuring VQA wines selected by over 50 winemakers as their personal favorites. Guests have the opportunity to meet the winemakers and sample culinary masterpieces created at 10 live cooking stations. The event also includes Après Cuvée which features live music, icewine, sparkling and craft beer stations. The ticket price includes Cuvée en Route, our role is to coordinate the write-ups from the various wineries participating and develop the advertising pamphlet piece.

The Proponent will be responsible for the planning and logistical deployment of the Cuvée Grand Tasting wine and food event and Cuvée en Route programming.

The Proponent will be responsible for working with the presenting body - Brock Universities Cool Climate Oenology and Viticulture Institute (CCOVI). Includes meeting with stakeholder and university committees including the Cuvée Advisory Council; Cuvée Steering Committee and various sub committees including Chefs Committee; Media Committee; and Wine Committee.

The Proponent will work with the established volunteers who would be considered team members including: Cuvée Décor Planner and Head of the Cuvée Volunteers.

Event Plan Timeline:

The following is a description of the event plan and is subject to change dependent on the needs of the Cuvée Grand Tasting event.

Refer to Appendix C for estimated monthly time requirements.

July

- Review event needs, become familiar with all aspects of the event and individuals/committees.
- Review, define and invite new Cuvée Steering Committee – first meeting to be held in August–set date.
- Review Cuvée website, images and design for website in consultation with Marketing and Communications. Review revisions in consultation with CCOVI Manager of Outreach and Director of CCOVI and work with web developer to finalize website.
- Review all previous print pieces.
- Meet with Brock's Marketing and Communications to review and begin to draft Cuvée marketing materials - flyer card(s), banner for letterhead, Cuvée program, Cuvée en Route
- Based on past sponsorship materials provided work with Brock's Marketing & Communications to draft and rebrand the Cuvée sponsorship package, see Sponsorship materials from NCF.
- Based on the past Media Marketing Plan draft and confirm marketing plan.
- Confirm deadline to receive drafts for review
- Confirm print deadlines with Brocks Printing Services
- Update winery email list
- Meeting with Brock Marketing & Communications on methods to Brock brand event (eg. TV video screens showing students, community outreach aspects, downtown Centre for the Arts (?), OEVI students at work placements (?), poster boards and/or pop ups – what do we have and what can we do?. Discuss timeline for receiving artwork, content, etc. and work relevant dates into Event Plan Timeline.

August

- Review past sponsorship requests and work with CCOVI's Manager of Outreach. The Proponent will be responsible for the letter deployment to past sponsors but it is the responsibility of CCOVI to identify potential sponsors in collaboration with the various Cuvée Committee members.
- Review entertainment possibilities for Après Cuvée
- Meeting - Site visit of conference centre to begin to familiarize yourself with host location and floor plan.
- Meeting - Conference Centre's representative on the Cuvée Advisory Council.
- Meeting – Cuvée Steering Committee.
- Revise any print pieces prior to meeting with Cuvée Advisory Council meeting in September

September

- Meeting with Cuvée Advisory Council
- Confirm print piece final changes and deploy for printing
- Meeting with Chefs Committee.
 - Review Chef history
 - Review Niagara College volunteer connection
- Secure accommodations with host and other accommodations in area of Cuvée Grand Tasting.
- Meeting with Planner for Cuvée décor
- Confirm and book entertainment for Après Cuvée

October

- Updates to winery submission forms
 - Set up on Survey Monkey
- Meeting - Cuvée Steering Committee
- Meeting - Cuvée Advisory Council
- Meeting – Chefs Committee
- Updates on Brock branding pieces
- Revisit winery list for any further additions and/or changes

November

- Develop Early Bird Communication (eblast)
- Invite wineries to participate in Cuvée
- Invite chefs to participate
- Discuss and create student volunteer lists.
- Invite breweries for Après Cuvée
- Meeting – Cuvée Steering Committee - circulate finalized marketing print pieces and Media Marketing plan. Review winery participation and sponsorship prospects. Make any final notes revising any print pieces prior to meeting of the Cuvée Advisory Council in December.
- Deploy Early Bird Communications

December

- Meeting – Cuvée Advisory Council – circulate finalized print pieces prior to deployment. Review event, winery participation (list), Brock branding of event, sponsorship confirmations/prospects.
- Deploy Cuvée Flyer Card
- Wine submission forms and payment due for Cuvée Grand Tasting
- Wine submission forms due for Cuvée en Route
- Order Cuvée signage through Brock Printing Services
- Order etched Cuvée 2015 glasses
- Apply for SOP at LCBO, on behalf of the event
- Obtain PAL insurance, on behalf of the event (need SOP)

January

- Wines for Cuvée – Determine 1st or 2nd choice in consultation with Wine Committee.
- Notify wineries of the wine that will be poured (along with all other pertinent details)
- Invite wine writers to Grand Tasting Gala (in consultation with Media Committee)
- Wine writers “package” to include CCOVI’s Experts Tasting and WCO for accommodations.
- Produce Cuvée program content and send to Brock’s Marketing for designing.
- Produce Cuvée en Route content for brochures and passports to be circulated and sent to Brock’s Marketing for designing.
- Finalize any Brock branded videos, pop-ups etc. as per meeting(s) with Brock Marketing & Communications.
- Arrange for wine glasses to be picked up and delivered by warehouse to Conference Centre
 - confirm Conference Centres timelines to wash and polish
- Create, confirm and deploy volunteer schedule (need to work with a variety of people to confirm this list).

February

- Meeting – Cuvée Steering Committee – final review of event
- Floor plan created in conjunction with host location
- Make floor plan assignments
- Request from wineries 3 images for slide show
- Create slide show
- Order Excellence in Viticulture award and frame

2 weeks prior to Cuvée Grand Tasting Gala

- Instructions to chefs resent with security instructions, working also with Conference Centre
- Chef walk through at Conference Centre location
- Instructions to Wineries
- Finalize award speakers
 - VQA Promoters, Excellence in Viticulture, Tony Aspler
- Prepare media kits
- Final numbers to chefs and order payment for:
 - Chefs
 - Band
 - Pianist
 - Décor

Cuvée Grand Tasting night

- Work with Volunteer Coordinator to monitor volunteers
- Oversee speeches and awards
- Work with Conference Centre to monitor start and stop of guests, band, après cuvee
- Payment to chefs
- Payment to band, pianist, decor

Post Cuvée (requirements needed within 2 weeks post event)

- Email wineries for invoices on wine poured at event, commence the cheque exchange
- Thank you letters to volunteers and sponsors
- Thank you email to wineries
- Winery survey
- Consumer survey
- Prepare a formal report that will be presented to the Cuvée Advisory Council and Cuvée Steering Committee.
- Prepare a media summary, approved by Cuvée Steering Committee for participating wineries.

B. MATERIAL DISCLOSURES

The selected vendor will be required to submit the following within 10 days of award:

- Commercial General Liability Certificate - Limits of liability shall not be less than \$1,000,000.00

C. RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to Stage III of the evaluation process.

Rated Criteria Category	Weighting (Points)
(a) Company background	5 points
(b) Project Team	10 points
(c) Knowledge Skills and Expertise	20 points
(d) Methodology and Approach	20 points
(e) References	5 points
Pricing	40 points
Total Points	100 points

Experience and Qualifications – Total Points = 60 points

Each proponent should provide the following in its proposal:

- (a) a brief description of the proponent indicating the ownership and history of your company. A description of the goods and services the proponent has previously and/or is currently delivering, with an emphasis on experience relevant to the Deliverables;
- (b) the roles and responsibilities of the proponent and any of its team leaders, project personnel and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise. Include relevant resumes. Project personnel will have knowledge and expertise in the following areas:
 - a. Ability to communicate effectively and clearly with excellent personal skills
 - b. A minimum of post-secondary school diploma, preferably in event management, or offer comparable years of relevant experience.
 - c. At least 2 proven years of experience in an event oriented position preferably involving the Ontario wine industry
- (c) its knowledge, skills and expertise in the area of event planning. Provide details of your professional background as it relates to both marketing and managing gala events and show clear evidence of successful event planning and execution including any creative elements used. Provide examples of promotional materials showing the ability to work within the brand standards of the client and its major sponsors.
- (d) a description of how the proponent will provide the Deliverables. Examples of similar event planning and critical path: full details describing the general approach strategy, activity plans with timeframes and explanations of how the RFP requirements will be achieved. How you would promote the Cuvee Grand Tasting to prospective donors or new prospective ticket buyers. Indicate how the Proponent will work within Brock Universities predetermined work plan and how the Proponent will incorporate your team structure within that working environment ; and
- (e) a Reference Form in accordance with the instructions set out in the Form attached as Appendix D to the RFP.

D. PRICING

Proponents should review and complete the Rate Bid Form at Appendix C.

Pricing

Total Points **40 points**

Pricing will be scored based on a relative pricing formula using the Rates set out in the Rate Bid Form.

Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on by dividing that proponent's price for that category into the lowest bid price in that category. For example, if a proponent bids \$120.00 for a particular category and that is the lowest bid price in that category, that proponent receives 100% of the possible points for that category ($120/120 = 100\%$). A proponent who bids \$150.00 receives 80% of the possible points for that category ($120/150 = 80\%$), and a proponent who bids \$240.00 receives 50% of the possible points for that category ($120/240 = 50\%$).

Lowest rate
----- x Total available points = Score for proposal with second-lowest rate
Second-lowest rate

Lowest rate
----- x Total available points = Score for proposal with third-lowest rate
Third-lowest rate

And so on, for each proposal