



**Request for Quotations  
For  
Sports Sponsorship Marketing**

**RFQ #: SS-FB-2015-001**

**Issued: December 15, 2015**

**Submission Date: January 15, 2016**

## **PART 1 – INTRODUCTION**

### **1.1 Invitation to Proponents**

This Request for Quotations (“RFQ”) is an invitation by the University of Ottawa, Sports Services (collectively the “University”) to prospective proponents to submit Quotations for the provision of a sports sponsorship marketing proponent/consultant to assist the University with identifying, negotiating and securing corporate sponsorship agreements for the men’s varsity football program (the “Football Program”), as further described in Part 2 – The Deliverables (the “Deliverables”).

#### **About the University of Ottawa and Sports Services**

The College of Bytown, now the University of Ottawa, founded in 1848, has grown to become the largest bilingual university in the country, the fourth largest university in Ontario and one of the National Capital’s largest employers. The University of Ottawa employs approximately 12,000 staff and has more than 40,000 full and part time students. It also injects more than \$1.5 billion annually into the provincial economy.

The University’s Sports Services has a strong tradition of winning and prides itself in its athletic department which currently features 11 (male and female) varsity teams and 12,000 yearly participants in campus recreation programs. Averaging a total of 100,000 spectators per year and ranking in the top 5 in sports media mentions in the region, Sports Services gives companies associated with the University’s brand, tremendous exposure *to all age groups and demographics*.

The Football Program has a long and storied history including national championships in 1975 and 2000. The University’s goal is to return to this winning tradition and win another national title in the near future.

### **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 RFQ. It is the University’s intention to enter into the Form of Agreement based on that attached as Appendix A to the RFQ with only one (1) legal entity. The term of the agreement is to be for a period of 1 year, with an option in favour of the University to extend the agreement on the same terms and conditions for an additional term of up to 3 extension years. It is anticipated that the agreement will be executed on or around January 2016.

### **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 RFQ or may obtain the same or similar Deliverables internally.

## **PART 2 – THE DELIVERABLES**

### **2.1 Description of Deliverables**

The RFQ is an invitation to submit offers for the provision of a sports sponsorship marketing proponent/consultant to assist the University with identifying, negotiating and securing sponsorship agreements for the Football Program. The University’s goal is to partner with a Proponent that can assist to develop mutually beneficial *financial and business* relationships with top Canadian and international companies and brands that are seeking to market their products or services to university students, personnel and sports fans of all ages.

This opportunity will provide the successful Proponent with the right to negotiate sponsorships on behalf of the University’s Football Program, under the direction of Sports Services’ Assistant Director, Marketing, Communications and IT, and will be given recognition as “The Official Sponsorship Marketing Provider of Gee-Gees Football” or similar recognition, *which both parties agree upon*.

As further described in Appendix E – RFQ Particulars – Section A. the Deliverables.

## **PART 3 – EVALUATION OF QUOTATIONS**

### **3.1. Timetable and Submission Instructions**

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

#### **3.1.1 Timetable**

<b>Events</b>	<b>Target date</b>
Issuing of RFQ	<b>December 15, 2015</b>
Written inquiries no later than (03:00 P.M. EDT)	<b>January 6, 2016</b>
Response to vendors on written inquiries	<b>January 11, 2016</b>
Closing date (03:00 P.M. EDT)	<b>January 15, 2016</b>

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

#### **3.1.2 Quotations Should Be Submitted in Prescribed Manner**

Quotations should be submitted to:

**Julie Tam**  
**Assistant Director, Communications, Marketing and IT**  
**Sports Services**  
**University of Ottawa**  
**E212 801 King Edward Ave.**  
**Ottawa, ON**  
**K1N 6N5**  
[jtam@uOttawa.ca](mailto:jtam@uOttawa.ca)

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

Quotations are to be prominently marked with the RFQ title and number (see RFQ 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 Quotation, the hard copy of the Quotation shall prevail.

Proponents may inquire and seek clarification on any requirements of this RFQ. Inquiries must be in writing only and e-mailed to Procurement Services to the attention of [jtam@uOttawa.ca](mailto:jtam@uOttawa.ca) by January 6, 2016.

### **3.1.3 Quotations Should Be Submitted on Time at Prescribed Location**

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

### **3.1.4 Withdrawing Quotations**

At any time throughout the RFQ process, a proponent may withdraw a submitted Quotation. 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 Quotations.

## **3.2 Stages of Quotation Evaluation**

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

### **3.2.1 Stage I**

Stage I will consist of a review to determine which Quotations comply with all of the mandatory requirements.

### **3.2.2 Stage II**

Stage II will consist of a scoring by the University of each qualified Quotation 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.

The Bidder must not include any Assumptions as part of the price Quotation. Any clarification required on pricing should be addressed through the RFQ Query process.

The lowest total cost compliant Quotation will be awarded maximum points (20%), while other Quotations will receive a percentage of the maximum points based on the ratio of the lowest cost Quotation to its total cost. For example:

Quotation A Total Evaluated Price – all Products & Services = \$60,000

Quotation B Total Evaluated Price – all Products & Services = \$75,000

*Quotation A's Total Evaluated Price (being the lowest) would receive the highest mark of 20%. The score for Quotation B's financial Quotation would be calculated as:*

*Score for B = Quotation A's financial total divided by Quotation B's financial total, multiplied by 20.*

*Therefore, the score awarded to Quotation B would be (60,000 divided by 75,000) times 20 = 24%.*

### **3.2.4 Cumulative Score**

At the conclusion of Stage III, all scores from Stage II and Stage III will be added and a shortlist of the most promising proponents will be established.

## **3.3 Stage I – Mandatory Requirements**

### **3.3.1 Submission**

Other than inserting the information requested on the mandatory submission forms set out in the RFQ, a proponent may not make any changes to any of the forms.

### **3.3.2 Submission Form (Appendix B)**

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

### **3.3.3 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

### **3.3.4 Reference Form (Appendix D)**

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

## **3.4 Stage II – Evaluation of Rated Criteria**

Proponents should refer to Appendix E – RFQ 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.

## **3.6 Cumulative Score and Selection of Highest Scoring Proponent**

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

### **3.7. Tie Score**

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

## **PART 4 – TERMS AND CONDITIONS OF THE RFQ PROCESS**

### **4.1 General Information and Instructions**

#### **4.1.1 Proponents to Follow Instructions**

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

#### **4.1.2 University's Information in RFQ Only an Estimate**

The University and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the RFQ or issued by way of addenda. Any quantities shown or data contained in the RFQ 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 Quotation in response to the RFQ.

#### **4.1.3 Proponents Shall Bear Their Own Costs**

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

### **4.2 Communication after Issuance of RFQ**

#### **4.2.1 Proponents to Review RFQ**

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

1. shall report any errors, omissions or ambiguities; and
2. 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 RFQ or its process.

#### **4.2.2 All New Information to Proponents by Way of Addenda**

The RFQ 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 RFQ, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of the RFQ.

Such addenda may contain important information, including significant changes to the RFQ. 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 Extension of Submission Date**

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

#### **4.2.6 Quotation to Be Retained by the University**

The University will not return the Quotation 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 Quotations, 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 RFQ 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 Quotation 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 RFQ 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 RFQ 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 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 Quotation 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 RFQ 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 RFQ or any contract awarded pursuant to the RFQ 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 RFQ either before or after the issuance of the RFQ



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

#### **4.4.4 Confidential Information of Proponent**

A proponent should identify any information in its Quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the University. The confidentiality of such information will be maintained by the University, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their Quotations 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 Quotations. If a proponent has any questions about the collection and use of personal information pursuant to the RFQ, 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 RFQ 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 RFQ.

##### **4.5.2 No Contract until Execution of Written Agreement**

The RFQ 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 RFQ 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 Quotation; 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 RFQ 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 RFQ 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.

## **APPENDIX A – FORM OF AGREEMENT**

### **1. Termination Without Cause**

The University of Ottawa or the successful bidder(s) may terminate this contract at any time provided that a written 30-day notice is given to that effect to the other party.

### **2. Termination With Cause**

The University of Ottawa reserves the right to terminate the contract for the following reasons:

1. Persistent failure of the successful bidder(s) to supply the services/products required with regard to quantity, quality and time and the successful bidder(s) do(es) not take steps to remedy to such persistent failure within a 15-day notice period (see breach of contract clause);
2. Seizure of the successful bidder(s) by a bank, judicial administrator or by any administrator delegated by any creditor of the successful bidder(s);
3. Any part of the contract is subcontracted by the successful bidder(s) without the written authorization of the Director of Materials Management Services;
4. In the event of bankruptcy or insolvency of the successful bidder(s), or if the successful bidder(s) makes a general assignment of his/their assets out of the ordinary course for the benefit of his/their creditors, or exercises his/their rights in respect to the liquidation of his/their assets or insolvency.

### **3. Warranties**

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.

Any products supplied and installed by the Supplier shall be installed in such a manner as to preserve any and all manufacturer's warranties, for the benefit of the University. The supplier must keep up to date with their software and hardware system that they are providing, including high-tech support.

The University and the Supplier acknowledge and agree that they are independent contractors in a contract for goods and/or services 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 provide the Deliverables.

#### **4. Parking**

Notwithstanding the above, while at the University, personnel of the Supplier must observe all regulations and policies of the 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.

#### **5. Insolvency**

The University shall have the right to terminate the Agreement at any time in the event that the supplier files a petition for bankruptcy, or is adjudicated bankrupt; or if a petition of bankruptcy is filed against the supplier and not discharged within thirty (30) days; or if the supplier becomes insolvent or makes an assignment for the benefit of his creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for the supplier or his business and at that time the performance bond will be forfeited.

**6. Business Relation Agreement with the University of Ottawa** initialled on every page and signed on the last page.

<http://www.financialresources.uottawa.ca/admin-procedures/purchasing-manual/docs/mnl-q-e.pdf>

#### **7. Partnership Participation**

This criterion of evaluation would be applied only once the companies shall satisfy the preceding criteria of evaluation.

The shortlisted proponents, selected from the preceding evaluations, must demonstrate the desire to start and/or conduct with the University an added-value partnership made of contributions such as, but not limited to, for example: goods, services, software, technical expertise, technological advantage, financial contribution, research and development, hiring of postgraduate students, participation to the co-operative programs for the students, bursary (ies) for the students, etc.

The companies shall indicate, explain and value in figures the type of partnership they propose to the University.

#### **8. Privacy and Confidentiality**

The successful bidder will be required to execute further confidentiality and privacy assurances in connection with the collection, use, hosting and storage of personal information and implications of any foreign jurisdiction laws on such collection, use, hosting and storage of personal information.

**APPENDIX B – SUBMISSION FORM**

**1. Proponent Information**

Please fill out the following form, and name one person to be the contact for the RFQ 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>
RFQ Contact Person and Title:	<i>[enter your response here]</i>
RFQ Contact Phone:	<i>[enter your response here]</i>
RFQ Contact Facsimile:	<i>[enter your response here]</i>
RFQ Contact E-mail:	<i>[enter your response here]</i>

**2. Acknowledgment of Non-binding Procurement Process**

The proponent acknowledges that the RFQ process will be governed by the terms and conditions of the RFQ, 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 RFQ documents and has a clear and comprehensive knowledge of the Deliverables required under the RFQ. The proponent represents and warrants its ability to provide the Deliverables required under the RFQ in accordance with the requirements of the RFQ 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 Quotation the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Submission Form	
Bid Form	
Reference Form	

Notice to proponents: There may be forms required in the RFQ other than those set out above. See the Mandatory Requirements section of the RFQ 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 RFQ 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 Quotation 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 RFQ 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 Quotation that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFQ 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 Quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations in the RFQ. 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 Quotation, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

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 Quotation; **AND** (b) were employees of the University and have ceased that employment within twelve (12) months prior to the Submission Date:

<b>Name of Individual:</b>
<b>Job Classification:</b>
<b>Department:</b>
<b>Last Date of Employment with the University:</b>
<b>Name of Last Supervisor:</b>
<b>Brief Description of Individual's Job Functions:</b>
<b>Brief Description of Nature of Individual's Participation in the Preparation of the Quotation:</b>

(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 Quotation, 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 Quotation by the University to the University's advisers retained for the purpose of evaluating or participating in the evaluation of this Quotation.

Signature of Witness	Signature of Proponent Representative
Name of Witness	Name and Title

Date:

I have authority to bind the proponent

**APPENDIX C – BID FORM**

Rates and Payment Proposal; The University will only consider bids which would require the successful bidder to work on strictly 100% commission based. The proponent is not to solicit donations or other tax receiptable gifts and the proponent will not be compensated for any non-cash agreements including, but not limited to, gifts in-kind or commissions on merchandising.

<b>Compensation Structure – Commission Based</b>	
Commission Percentage (%)	<i>[enter your response here]</i>

Note: All expenses incurred by the Proponent related to the identification, negotiating and securing of sponsorships for the University are the responsibility of the Proponent. All expenses related to servicing the sponsorship agreements once a written agreement is signed by the University and the prospective sponsor are the responsibility of the University.



**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 RFQ from the proponent in the last 3 years.

**Reference #1**

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Contact E-Mail Address:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

**Reference #2**

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Contact E-Mail Address:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

**Reference #3**

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>	
<b>Contact E-Mail Address:</b>	
<b>Date Work Undertaken:</b>	
<b>Nature of Assignment:</b>	

## APPENDIX E – RFQ PARTICULARS

For the purposes of this RFQ, corporate sponsorship is defined as financial agreements with corporations in exchange for visibility and marketing opportunities in association with the University's football program. The proponent is not to solicit donations or other tax receiptable gifts and the proponent will not be compensated for any non-cash agreements including, but not limited to, gifts in-kind or commissions on merchandising.

### A. THE DELIVERABLES

**1) Scope of Services and Deliverables** - The Services and Deliverables to be provided by the Proponent will include, but is not limited, to the following:

**(a) Data Collection and Analysis**

The Proponent will be required to conduct a thorough analysis to assess the University's Football Program's current sponsorship program, board and staff expectations, current capacity and environmental context for sponsorships. Identify strengths and weaknesses of existing sponsorship efforts and infrastructure to determine areas for improvement and development. Proponent will complete the following tasks within the allocated timeframe:

- i. a sponsorship audit of the University's Football Program to be completed within the first two (2) months of the engagement.
- ii. a sponsorship presentation deck (Microsoft PowerPoint format) for the University's Football Program to be developed and completed within the first four (4) months of the engagement.

The Proponent may be required to interview University staff and review relevant sponsorship documentation.

**(b) Sponsorship Acquisition**

The successful Proponent will assist the University in soliciting potential sponsors and identifying prospective sponsorship opportunities for the University's Football Program from qualified sources including, but not limited to:

- i. Private individuals;
- ii. Corporations (e.g. national, international, local, etc.); and
- iii. Alumni

The Proponent will assist the University in identifying, negotiating and securing the funds acquired from such qualified sponsors.

The Proponent must submit all prospective sponsors and sponsor agreements to the University's Sports Services representative (Julie Tam, Assistant Director, Communications, Marketing and IT) or in her absence (Marc Schryburt, Athletic Director) prior to commencing negotiations. Upon review, the University has the responsibility and authority to refuse or decline any potential sponsors if they deem that it could be inappropriate, offensive or not follow University policies and procedures or conflict with any existing agreements.

**(c) Network Building**

The successful Proponent will assist the University in establishing and maintaining effective relationships with strategic corporate and private individuals that may be associated with, or supportive of, University initiatives. The successful Proponent will assist the University in distributing information to such potential sponsorship partners that serves to educate them of the benefits of the educational, economic and overall community development that occurs in support of University initiatives.

**(d) Information Dissemination**

The successful Proponent will assist the University in distributing information that educates prospective sponsors on the benefits of the educational, economic and overall community development that occurs in support of University initiatives.

- 2) **Quality Control** – The Proponent should define the quality control plan or process including measurement methods that it will use to monitor and report on its performance for the University.
- 3) **Methodologies** – The Proponent should identify any methodologies that it proposes to use in the course of conducting the work.
- 4) **Implementation Plan** – The Proponent should describe how it plans to perform and complete the requested services, and should prepare an implementation plan with respect to the requested services (i.e. actions, responsibilities, time frames, and individuals required to perform and complete the requested services)
- 5) **Communications and Reporting** – The Proponent should describe how the University will be informed of the project status, including progress reports and any other types of reports or reporting requirements, and the frequency of reporting.
- 6) **Work Location** – The Proponent will work primarily from an alternate Proponent location.
- 7) **Working Hours** – The University’s normal working hours are 7.25 hours per day. Hours worked will be between 8:30 a.m. to 4:30 p.m., Monday to Friday inclusive. The Proponent may work alternative hours as required to complete the work outlined in the RFQ.
- 8) **Administrative Services and Supplies** – All administrative services and supplies used by the Proponent to complete the Services will be provided to the University at no additional charge.
- 9) **Knowledge Transfer** - The Proponent should propose how it will transfer knowledge to the University's internal staff, and the nature of the knowledge to be transferred.
- 10) **Inquiries** - The successful Proponent must also be able to respond to an inquiry within 48hrs or less.

## B. EVALUATION OF QUOTATIONS

The Quotations will be evaluated by a committee comprised of members from Sports Services and the Football Development Council. It is understood and accepted by any Proponent submitting a Quotation that all decisions as to the degree to which a Quotation meets the requirements of this RFQ are the sole judgment of the Selection Committee. The final approval will be at the discretion of the Director of Sports Services, Marc Schryburt on the recommendation of the Selection Committee.

The following nomenclature has been added for clarity:

M	Indicates a mandatory requirement that must be complied with in order for the Quotation to be given further consideration.
R	These items will be assigned a point rating during the evaluation.
MS	Indicates a mandatory requirement that requires substantiation to support compliance.
RS	Indicates a rated item that requires substantiation to support a claim or specification.

For all mandatory (M or MS) requirements, Proponent responses must clearly indicate compliance or non-compliance and provide a brief statement describing the specification or proposed offering that meets or exceeds the requirement. If the requirement is marked (MS), the Proponent must substantiate their compliance with reference to attached supporting documentation if appropriate. References to attached documentation must be as clear and direct as possible. If substantiated documentation cannot easily be found by the evaluating team, the Proponent's response may be deemed to be considered non-compliant.

It is MANDATORY that proponents respond to all clauses of this Request for Quotations. Failure to respond to any clause of the required Sections will render the Quotation "NON COMPLIANT" and the Quotation will receive no further consideration. A Quotation shall be considered NON COMPLIANT if any response to a clause is not supported by proper and adequate detail.

Any Quotation that does not follow the requested format shall be declared NON COMPLIANT and not subject to further evaluation.

All Quotations shall be examined in detail in accordance with the published evaluation criteria and following the process outlined in this section. The University reserves the right to either award a contract to the most effective Proponent as determined by the evaluation criteria or not to make an award if none of the Quotations received meets the minimum requirements of the evaluation criteria.

**Mandatory Requirements:**

The following section lists all the mandatory requirements that must be met.

<b>Mandatory Requirements</b>		<b>Supported</b>
MS1	The proposed lead Proponent/consultant must have a minimum of 10 years relevant sports sponsorship marketing and sales experience.	
MS2	Proponent must provide two (2) relevant examples of successful sports sponsorship marketing projects completed within the past 5 years for clients of similar size and scope, where minimum funds of \$50,000 were raised and secured.	

## C. MATERIAL DISCLOSURES

### 1. INSURANCE REQUIREMENTS

The successful bidder(s) shall supply the following insurance coverage:

The successful bidder(s) shall take out and keep in force Comprehensive General Liability insurance against claim for personal injury, bodily injury, death, liability, property damage or other losses arising out of any occurrence associated with this Agreement. Limit per occurrence shall be not less than **TWO MILLION DOLLARS (\$2,000,000.00)**. The University of Ottawa shall be added as an additional insured. A certificate of insurance is to be provided to the University of Ottawa upon execution of this Agreement.

The policy shall contain the following clauses:

- Premises and operations
- Liability for products and/or completed operation liability
- Non-owned automobile liability
- Broad form contractual liability
- Property damage on an occurrence basis
- Contingent employers' liability
- Mental suffering, without exception, to employees
- Bodily injury definition shall be extended to include "anguish"
- Cross liability.

The certificate of insurance shall confirm that the insurer will notify the University of Ottawa at least thirty (30) days prior to any change in insurer, any cancellation of the insurance policy, or any substantial change in the policy or coverage that would materially alter the coverage provided by the successful bidder(s) to the University of Ottawa.

The successful bidder(s) must ensure, that the required insurance is continually in place (for example policies are renewed immediately upon expiration). A new insurance certificate shall be issued upon any policy change, including renewal.

### 2. Indemnification:

The successful bidder(s) agree(s) to indemnify and save harmless the University of Ottawa, its employees, agents, directors, students and officers, against all losses, costs, claims, actions, damages, liabilities and expenses in connection with the loss of life, personal injury, liability, damage to property of the University of Ottawa or any other loss or injury arising out of this Agreement.

At no time will the University of Ottawa be responsible for any injury sustained by the successful bidder(s), his employees or any person on the University of Ottawa's premises nor will the University of Ottawa be responsible for any loss, including lost profits or damage caused to the goods of the successful bidder(s), his employees or any other person, including damage to cars and their contents, while these goods are on the University of Ottawa's premises.

This indemnification shall survive the termination of this contract.

#### D. RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFQ. Quotations will be evaluated on criteria deemed to be in the University's best interests, including, but not limited to:

Rated Criteria Category		Weighted Value (%)
<b>RS1</b>	<b>Proponent Experience</b> - A brief description of the Proponent (e.g. years in operation, background, clients etc.) including two (2) detailed relevant successful projects completed within the past 5 years with clients of similar size and scope, where minimum funds of \$50,000 were raised and secured.	30%
<b>RS2</b>	<b>Proposed Proponent Personnel</b> – Provide the resume(s) of the proposed lead Proponent/consultant and each of the individuals that the Proponent is proposing to perform the Services and their relevant respective expertise. <b>Note:</b> The proposed lead Proponent/consultant must have a minimum of 10 years of relevant sports sponsorship marketing and sales experience.	5%
<b>RS3</b>	<b>Quality Control</b> – The Proponent should define the quality control plan or process including measurement methods that it will use to monitor and report on its performance for the University	10%
<b>RS4</b>	<b>Methodologies</b> – The Proponent should identify any methodologies that it proposes to use in the course of conducting the work	5%
<b>RS5</b>	<b>Implementation Plan</b> – The Proponent should describe how it plans to perform and complete the requested services, and must prepare an implementation plan with respect to the requested services (e.g. actions, responsibilities, time frames, and individuals required to perform and complete the requested services)	20%
<b>RS6</b>	<b>Communications and Reporting</b> – The Proponent should describe how the University will be informed of the project status, including progress reports and any other types of reports or reporting requirements, and the frequency of reporting.	5%
<b>RS7</b>	<b>Knowledge Transfer</b> - The proponent should propose how it will transfer knowledge to the University’s internal staff, and the nature of the knowledge to be transferred.	5%

**The Proponent must achieve a minimum total score of 52 points out of 80 points in the Rated Criteria above (RS1 to RS7) to further be considered.**

<b>RS8</b>	<b>Fee Structure – Commission Based</b>	20%
------------	---	-----