



Canada  
Green  
Building  
Council

Conseil du  
Bâtiment  
Durable du  
Canada

# **CANADA GREEN BUILDING COUNCIL**

## **Request for Standing Offer For Marketing Services**

**RFSO: 24-009**

**RFSO Issuance Date: February 12, 2024**

**RFSO Deadline: March 7, 2024, at 2:00 pm Toronto time**

**RFSO Contact Person: Doreen Wong**  
**RFSO inquires shall be sent to: [rgm@cagbc.org](mailto:rgm@cagbc.org)**

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## Part 1 - Introduction and Background

### 1.1 Understanding Canada Green Building Council

Canada Green Building Council® (“CAGBC”) supports and champions Canada’s green building sector. CAGBC training, services and products such as LEED® and the Zero Carbon Building Standards™ help the building sector design, construct and operate buildings that eliminate environmental impacts, increase asset value and improve human health. By working collaboratively with our members, industry, and government stakeholders, we are building our way forward to a sustainable and low-carbon future. Learn more at [cagbc.org](https://cagbc.org).

### 1.2 Description of Services Requested

CAGBC is soliciting proposals from qualified and experienced Marketing services service providers to provide the Services, as generally described in Appendix A, to support CAGBC’s needs to support projects and initiatives undertaken by CAGBC in the coming years. CAGBC, through the within RFSO process, as described in below, is seeking to develop a prequalified list of service providers for the Services to CAGBC, from time to time, and as will be further prescribed in the Call-Up/Statement of Work process outlined in the within RFSO.

### 1.3 Request for Standing Offer

This Request for Standing Offer (“RFSO”) is issued by Canada Green Building Council (“CAGBC”) to establish a prequalified list of Marketing services service providers, as described in Appendix A (“Services”) to support projects and initiatives undertaken by CAGBC in the coming years.

Firms that submit documents in response to this RFSO (“Proposals”) are referred to as Respondents in this document. Firms that submit Proposals for this RFSO should ensure that they have the expertise and qualifications to provide the Services indicated in whole or in part as may be required from time to time by CAGBC.

A Respondent will become a Qualified Respondent only when they have been determined by CAGBC to have satisfied the prequalification requirements as indicated in this RFSO and has executed a Standing Offer Agreement (“SOA”) for the Services.

### 1.4 RFSO Contract Term and Refresh Option

CAGBC intends to enter into an SOA with each Qualified Respondent for three (3) years, with one (1) optional additional two (2) year extension on the same terms and conditions.

The Respondent is made aware that, in this RFSO, CAGBC may elect to administer a future refresh RFSO process to allow new respondents to be prequalified in the event that the prequalified list contains fewer than the maximum number of four (4) Qualified Respondents.

Otherwise, it is anticipated that CAGBC may conduct a refresh within six (6) months of the expiry of the initial term, at CAGBC’s sole discretion. For more information on the RFSO process, please review Part 3 of this document.

[End of Part 1]

## Part 2 - General Information and Instructions for Respondents

Respondents should structure their Proposals in accordance with the instructions in this RFSO.

By submitting a Proposal, a Respondent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of this RFSO. By submitting a Proposal, a Respondent is agreeing to all of the requirements of this RFSO.

### 2.1 Proposal Submission Instructions

Respondents must submit an electronic submission by [email](#) as instructed here to the attention of:

RFSO Contact Person	Doreen Wong
Email Proposals and Inquiries to:	rgm@cagbc.org

### 2.2 Contents of the Proposal

The Respondent is required to submit two (2) submission documents, one (1) for the Technical Proposal information ([in PDF format without password protection](#)) and one (1) for the Financial Proposal information ([in Microsoft Excel](#)).

Both files must be submitted to the RFSO Contact Person before the Proposal Submission Deadline.

Respondents should refer to the table in Section 3.1 Evaluation and Proposal Requirements.

The Respondent's Proposal package must include:

- Technical Proposal File 1; and
- Financial Proposal (Appendix C - Blended Hourly Team Rate Form) File 2

**IMPORTANT:** The Technical Proposal File 1 - must not contain Financial Proposal pricing information or the Respondent's Proposal will be disqualified.

### 2.3 RFSO Timetable

The following are the events and the key deadlines for this RFSO Process:

RFSO Timetable	
Respondents' Deadline for Questions*	Thursday, February 22 <sup>nd</sup> , 2024 at 2:00 pm Toronto time
Deadline for Issuing Addenda	Thursday, February 29 <sup>th</sup> , 2024
Proposal Submission Deadline	<b>Thursday, March 7<sup>th</sup>, 2024 at 2:00 pm Toronto time</b>
Rectification Period	Three (3) Business Days from notification
Anticipated Date when CAGBC will issue Notifications of the RFSO Results	March 28 <sup>th</sup> , 2024

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\*It is strongly recommended that Respondents review the RFP, its attachments and submit their questions to the RFSO Contact well in advance of the Respondents' Deadline for Questions to receive a timely response from CAGBC.

"Business Days" means Monday to Friday excluding statutory holidays observed by the CAGBC and "Calendar Days" means every day on the calendar including weekends and holidays.

Only Proposals that are both emailed and received in accordance with the Proposal Submission Deadline by the RFSO Contact Person will be accepted. Proposals submitted to CAGBC either in person, courier or by fax will not be accepted.

CAGBC strongly recommends that Respondents make every effort to submit their Proposals early (at least a day in advance of the Proposal Submission Deadline) to ensure that all possible technical issues, or attachment size limitations which may be encountered may be resolved by the Respondent, while not putting the Proposal in danger of missing the **mandatory** Proposal Submission Deadline.

For clarity, CAGBC will not be responsible for late Proposals. Late Proposals or Proposals submitted to the wrong email address will not be accepted.

## **2.4 Availability of Documents**

All documents, including this RFSO ("RFSO Documents"), addenda, questions and answers, or other notifications will be posted on CAGBC's website during the RFSO procurement period. It is the Respondent's responsibility to monitor the CAGBC website frequently and download all pertinent information during the procurement period.

## **2.5 Proposals in English**

All Proposals are to be in English only.

[End of Part 2]

## Part 3 - Evaluation Process and Methodology

The following Sections in this Part 3 explain the evaluation process, stages of evaluation, mandatory and rated submission requirements, evaluation categories, evaluation criteria, point weightings, minimum scoring threshold, the scoring scale, and financial evaluation formula that will be used to evaluate Respondents in this RFSO process.

Respondents who do not meet the Mandatory Submission Requirements, Mandatory Technical Requirements, minimum scoring threshold, and short-listing requirements, for any evaluation stage specified will not proceed to the next stage of evaluation.

### 3.1 Evaluation and Proposal Requirements

STAGE 1A: Mandatory Submission Requirements		(Pass /Fail)
<p>Respondents <b>must</b> receive a PASS in Stage 1A to proceed to Stage 1B.</p> <p>To receive a PASS in this evaluation stage, the Respondent's Proposal <b>must</b> be complete and compliant with the Mandatory Submission Requirements indicated below.</p>		
<p><b>1. Technical Proposal (includes response to the Technical Proposal Requirements)</b></p> <p>Submission File 1: Technical Proposal</p> <ul style="list-style-type: none"> <li>File 1 must include the submission requirements for Stage 1A, 1B, and Stage 2.</li> <li><b>IMPORTANT:</b> The Technical Proposal File 1 – must not contain Financial Proposal pricing information or the Respondent's Proposal will be disqualified.</li> </ul>		PASS
<p><b>2. Financial Proposal (submitted in excel format as a separate file)</b></p> <p>Submission File 2: Financial Proposal</p>		PASS
<p><b>3. RFSO Proposal Submission Form (satisfactorily completed and signed, presenting no risks to CAGBC), Appendix B.</b></p>		PASS

STAGE 1B: Mandatory Technical Requirements			(Pass/Fail)																					
<p>Respondents <b>must</b> receive a PASS in Stage 1B to proceed to Stage 2.</p> <p>To receive a PASS in this evaluation stage, the Respondent's Proposal <b>must</b> be complete and compliant with the Mandatory Technical Requirements by answering YES to each required confirmation, in the Respondent's <b>completed and signed Appendix B – Proposal Submission Form</b>.</p> <table border="1"> <thead> <tr> <th>Mandatory Technical Requirements</th> <th>YES</th> <th>NO</th> </tr> </thead> <tbody> <tr> <td>1. The Respondent confirms that it has delivered <b>ALL</b> of the following marketing services in the last five (5) years:</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>    a) Brand messaging;</td> <td></td> <td></td> </tr> <tr> <td>    b) Brand reputation;</td> <td></td> <td></td> </tr> <tr> <td>    c) Product and services marketing; and</td> <td></td> <td></td> </tr> <tr> <td>    d) Creative</td> <td></td> <td></td> </tr> <tr> <td>2. The Respondent confirms that it has delivered <b>ALL</b> of the marketing services identified above to not-for-profit organization clients.</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table> <p><b>NOTE:</b> CAGBC will use the Respondent's responses in the Stage 2 Rated Criteria to verify YES responses.</p>			Mandatory Technical Requirements	YES	NO	1. The Respondent confirms that it has delivered <b>ALL</b> of the following marketing services in the last five (5) years:	<input type="checkbox"/>	<input type="checkbox"/>	a) Brand messaging;			b) Brand reputation;			c) Product and services marketing; and			d) Creative			2. The Respondent confirms that it has delivered <b>ALL</b> of the marketing services identified above to not-for-profit organization clients.	<input type="checkbox"/>	<input type="checkbox"/>	<p>YES = PASS</p> <p>YES = PASS</p>
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STAGE 2: Technical Proposal Evaluation			(60 points)																					
Rated Criteria			Maximum Points																					
To score maximum points, Respondents should be fully responsive to all Rated Criteria.																								
Section A: Corporate Profile & Experience Delivering Services			21																					
Section B: Experience and Qualifications of the Respondent – Reference Projects			25																					
Section C: Approach to Deliver the Services			14																					
<b>Section A: Corporate Profile &amp; Experience Delivering Services</b>			<b>21</b>																					
<p><b>A1:</b> Provide the Respondent's company background including the following:</p> <ul style="list-style-type: none"> <li>a) Provide the legal name of the Respondent and a brief company history including the year the company was established, and the number of years of operation. (2 points)</li> <li>b) A brief financial history of the Respondent with confirmation of its financial stability over the last five (5) years (2018-2023). (2 points)</li> </ul> <p><b>Respondents, please follow this guidance ONLY if the delivery of the Services will involve the use of subcontractors or if the Proposal is presented as a potential joint venture or partnership between two or more partners or companies: Guidance – Please provide the information requested from this Section A: Corporate Profile for the subcontractors and joint venture parties along with the</b></p>			<b>4</b>																					



<p><i>areas of services covered by these parties, so as to score maximum points. In addition, if Respondents submitting a Proposal with one or more companies or partners should identify one primary contact.</i></p>	
<p><b>A2: Respondent should indicate whether it is a Certified Diverse Supplier, with certification from one or more of a Certification Council (as those terms are defined in the RFSO). Respondent should include copies of the certification(s) with the Proposal. (2 points)</b></p> <p>“Canadian Diverse Supplier” means a Respondent that is certified by a Certification Council to be at least 51% owned, managed and controlled by person(s) belonging to one or more of the following groups: Indigenous peoples, women, veterans, people with a disability, members of a visible minority and those who identify as LGBTQ2S+.</p> <p>“Certification Council” means an organization, such as Supplier Diversity Alliance Canada (SDAC), Canadian Aboriginal and Minority Supplier Council (<a href="https://www.camsc.ca">https://www.camsc.ca</a>); Canadian Gay and Lesbian Chamber of Commerce (<a href="https://www.cglcc.ca">https://www.cglcc.ca</a>); Inclusive Workplace and Supply Council of Canada (<a href="https://iwscc.ca">https://iwscc.ca</a>); Canadian Council for Aboriginal Business (<a href="https://ccab.com">https://ccab.com</a>); or an equivalent organization in any jurisdiction where the Respondent provides evidence to CAGBC’s satisfaction that such organization certifies businesses to criteria that, at a minimum, meet the requirements of a Certified Diverse Supplier.</p>	<p><b>2</b></p>
<p><b>A3: Describe the Respondent’s experience delivering the specified Services, by completing the table in Appendix A - Services.</b></p> <p>To receive maximum points:</p> <ul style="list-style-type: none"> <li>the Respondent should demonstrate experience in all nine (9) Appendix A – Services</li> <li>the Respondent should demonstrate at least five (5) years’ experience delivering each Service; and</li> <li>the Respondent should identify at least two (2) clients to whom they have delivered the Service, with a preference for non-for-profit organizations.</li> </ul>	<p><b>5</b></p>
<p><b>A4: Describe the Respondent’s resourcing approach, which should include the following:</b></p> <p>a) An organizational chart of the Respondent’s team, clearly indicating the reporting relationships among all team members, whether the team members are a subcontractor or an employee of the Respondent, and indicating which team member is CAGBC’s main contact person. (2 points)</p> <p>b) Provide the names and background of directors and senior management (1 point)</p>	<p><b>3</b></p>
<p><b>A5: Identify and provide curriculum vitae for the Respondent’s proposed individuals for each of the following roles. In the event that any individual is proposed for more than one role, please specify. Furthermore, it is the Respondent’s responsibility to demonstrate that each proposed individual’s curriculum vitae demonstrates their experience and knowledge performing the role for which they are proposed, to receive maximum points.</b></p> <ol style="list-style-type: none"> <li>Creative Director (1 point)</li> <li>Art Director (1 point)</li> <li>Graphic Designer (1 point)</li> <li>Copywriter (1 point)</li> </ol>	<p><b>7</b></p>

<p>5. Account Director (1 point)</p> <p>6. Account Executive (1 point)</p> <p>7. Account Coordinator (1 point)</p>	
<b>Section B: Experience and Qualifications of the Respondent – Reference Projects &amp; CVs</b>	<b>25 points</b>
<p><b>B1:</b> Provide two (2) relevant reference projects, completed in the last five (5) years for the Respondent.</p> <p>The Reference Projects should demonstrate the Respondent’s experience delivering the Services, using the Reference Project Form provided in Appendix E.</p> <p>Respondents should indicate which of their proposed Team Members also worked on the Reference Projects.</p> <p><b>Each Reference Project has an assigned maximum point weighting of 12.5 points. To score maximum points, each Reference Project should demonstrate relevance, meaning:</b></p> <ul style="list-style-type: none"> <li>• Alignment to the Services being requested in the RFSO;</li> <li>• Delivery of services to not-for-profit organizations;</li> <li>• Some or all of the proposed Team Members’ involvement in delivering the services; and</li> <li>• Completed in the last five (5) years.</li> </ul>	<b>25</b>
<b>Section C: Approach to Deliver the Services</b>	<b>14 points</b>
<b>C1:</b> Describe the quality control plan that the Respondent plans to use to monitor and deliver the Services scope successfully.	<b>7</b>
<b>C2:</b> Describe how the Respondent plans to communicate with CAGBC deliverables and the frequency of status updates to CAGBC during its delivery of the Services.	<b>7</b>
<p><b>Stage 2 - Technical Proposal Evaluation Point Total</b></p> <p><b>Minimum Scoring Threshold is 45 out of 60 points (75%)</b></p> <p>A ranked list based on the Respondents’ Technical Proposal Evaluation Total will be generated for the Services in descending order from highest to lowest. Respondents who have met the minimum scoring threshold and ranked in the top six (6) short-listed Respondents will proceed to the Stage 3 – Financial Proposal Evaluation.</p> <p>In the event that fewer than six (6) Respondents achieve the minimum scoring threshold stipulated in Stage 2 to proceed to Stage 3, CAGBC will proceed with one of the following options:</p> <ul style="list-style-type: none"> <li>i. proceed with fewer than six (6) Respondents;</li> <li>ii. lower the minimum scoring threshold; or</li> <li>iii. cancel the procurement process as it deems appropriate.</li> </ul> <p>If the option to lower the threshold (ii) stated above is selected, CAGBC will reduce the minimum scoring threshold by increments of 5% to not lower than 65%, to allow Respondents to proceed further in the evaluation process until the top six (6) Respondents are identified to proceed to Stage 3.</p>	<b>60 points</b>

Stage 3: Financial Proposal Evaluation (40 points)	
<p>The Respondent <b>must</b> submit the Appendix C – Blended Hourly Team Rate Excel sheet with the Service Rates for each role to support the Services for Years 1, Year 2, and Year 3 to proceed to Stage 4. Failure to do so will result in the Respondent’s Proposal receiving no further consideration in the evaluation process.</p> <p><b>Financial Evaluation Formula for Blended Hourly Team Rate:</b></p> <p>CAGBC will evaluate each Respondent’s Blended Hourly Team Rate applying the relative formula below:</p> <p>Respondent’s Blended Hourly Team Rate <math>\div</math> Lowest Blended Hourly Team Rate <math>\times</math> 40 points = Respondent’s Blended Hourly Team Rate Score</p>	40
Stage 4: Evaluation Total & Ranking Process (100 Points)	
<p>For Respondents that satisfy all mandatory and minimum scoring threshold requirements, their technical and financial proposal evaluation scores received, will be added together, and a total score will be produced for each Respondent out of 100 points.</p> <p>A ranked list based on the Respondents’ total scores will be generated for the Services in descending order from highest to lowest.</p>	100
<b>Total</b>	

### 3.2 Scoring Scale

Each of the Respondent’s technical proposal Rated Criteria responses will be evaluated using the Scoring Scale outlined in the table below. Respondent’s responses will be reviewed, evaluated, and assigned a numerical rating ranging from a minimum of zero (0) to a maximum of five (5). The assigned rating for each evaluation requirement will be multiplied by the assigned point weighting shown in the Evaluation Requirements Table and divided by the rating of 5.

Rating	Description	Description Definition
5	Excellent	Response fully meets CAGBC’s requirements and demonstrates a complete understanding of the services required.
4	Good	Response meets the majority of CAGBC’s requirements and demonstrates a good understanding of the services required.
3	Adequate	Response partially meets CAGBC’s requirements and demonstrates some understanding of the services required.
2	Weak	Response falls short of meeting CAGBC’s requirements and demonstrates a limited understanding of the services required.
1	Poor	Response is unacceptable or presents on a statement of compliance with no substantiation to meet CAGBC’s requirements and demonstrates a lack of understanding of the services required.
0	Unsatisfactory	Non-responsive

### 3.3 Stages of the Evaluation

Respondents' Proposals will be evaluated on an individual basis. Respondents are strongly encouraged to ensure the completeness of their Proposals.

#### 3.3.1 Stage 1 – Mandatory Submission Requirements

Stage 1 will consist of a review and validation to determine if the Respondent's Proposal complies with all of the Mandatory Submission Requirements set out in Section 3.1. Respondent's responses to all Mandatory Submission Requirements will be validated by CAGBC.

Respondents must receive a PASS in Stage 1A and 1B to proceed to Stage 2. To receive a PASS in this evaluation stage, the Respondent's Proposal must be compliant with the Mandatory Submission Requirements.

Failure to satisfy all Mandatory Submission Requirements will result in a Respondent's Proposal being deemed non-compliant and may result in disqualification from further consideration in this process.

If a Respondent's Proposal fails to satisfy any Mandatory Submission Requirements, CAGBC may issue a Rectification Notice to the Respondent identifying the deficiencies in its Proposal and provide the Respondent with an opportunity to rectify the deficiencies. If the Respondent fails to satisfy the Mandatory Submission Requirements within the Rectification Period, as determined by CAGBC in the Rectification Notice, its Proposal will be rejected and excluded from further consideration.

#### 3.3.2 Stage 2 – Technical Proposal Evaluation

Respondents should be fully responsive to all requirements indicated in Section 3.1 to receive maximum points. The Section 3.2 – Scoring Scale will be used to score the Respondent's responses.

Respondents must receive a minimum score of 45 out of 60 points (or 75%) in Stage 2 to proceed to Stage 3. Failure to do so will result in the Respondent's Proposal no longer receiving further consideration in the evaluation process.

A ranked list based on the Respondents' Technical Proposal Evaluation Total will be generated for the Services in descending order from highest to lowest. Respondents who have met the minimum scoring threshold and ranked in the top six (6) short-listed Respondents will proceed to the Stage 3 – Financial Proposal Evaluation.

In the event that fewer than six (6) Respondents achieve the minimum scoring threshold stipulated in Stage 2 to proceed to Stage 3, CAGBC will proceed with one of the following options:

- i. proceed with fewer than six (6) Respondents;
- ii. lower the minimum scoring threshold; or
- iii. cancel the procurement process as it deems appropriate.

If the option to lower the threshold (ii) stated above is selected, CAGBC will reduce the minimum scoring threshold by increments of 5% to not lower than 65%, to allow Respondents to proceed further in the evaluation process until the top six (6) Respondents are identified to proceed to Stage 3.

This stage may include the validation and checking of the Respondent's Project References (Appendix E) provided as part of the Respondent's Technical Proposal.

### **3.3.3 Stage 3 – Financial Proposal Evaluation**

Stage 3 will consist of the evaluation of the Respondent's Financial Proposal submitted in Appendix C – Blended Hourly Team Rate Form in accordance with the Financial Evaluation Formula provided in the table in Section 3.1 Table, in the Stage 3 – Financial Proposal Evaluation.

The Respondent must submit their completed Appendix C – Blended Hourly Team Rate Form in excel, to proceed to Stage 4. Failure to do so will result in the Respondent's Proposal receiving no further consideration in the evaluation process.

The Respondent's Blended Hourly Team Rate will be examined before being evaluated. If the formulas in Appendix C are edited by a Respondent in any way, this may lead to a Respondent's Proposal being disqualified from further evaluation consideration.

For the Blended Hourly Team Rate tab in Appendix C, the Respondent must provide their role rates (excluding HST) for the Year 1, Year 2 and Year 3 for each role. Hourly rates must be provided for all roles, and for each year.

For clarity, for any applicable year, if any of the role hourly rate blocks is zero or is missing in the Appendix C – Blended Hourly Team Rate Form, CAGBC will take the highest rate indicated for the specific role to replace the missing or zero hourly rate for that role. Should there be no indicated hourly rate for all years for a specific role, CAGBC will then replace the missing or zero hourly rates for the entire role and for all years with the highest hourly rate provided by the Respondent in their Appendix C – Blended Hourly Team Rate table.

If a Respondent does not provide any hourly rates for any of the Year 1, Year 2, and Year 3, within Appendix C excel form, the Proposal will be disqualified.

### **3.3.4 Stage 4 - Evaluation Total and Ranking Process**

For Respondents that satisfy all mandatory and minimum scoring threshold requirements, their technical and financial proposal evaluation scores received, will be added together, and a total score will be produced for each Respondent out of 100 points.

A ranked list based on the Respondents' total scores will be generated for the Services in descending order from highest to lowest. A ranked list of the Respondents' total scores will be generated for the Services in descending order.

The top four (4) highest scoring Respondents will become a Qualified Respondent for Marketing Services at the end of the process.

## **3.4 Negotiation Process**

If identified as a Qualified Respondent, CAGBC will provide the Standing Offer Agreement for execution. Should negotiations be contemplated at that time, at CAGBC's discretion, any changes accepted shall be incorporated in the final Standing Offer Agreement.

## **3.5 Standing Offer Agreement**

Based on the Stage 4 – Evaluation Total and Ranking Process, only identified Qualified Respondents will be requested to enter into a Standing Offer Agreement ("SOA") with CAGBC for the provision of the Services in Appendix A on an as needed basis.

If any SOA cannot be executed within ten (10) Business Days of notification to the identified Respondent, then CAGBC may, at its sole discretion, withdraw the offer extended with that Respondent and offer the position on the prequalified list to another Respondent. Once the Respondent executes an SOA with CAGBC they will be named a Qualified Respondent for the specified Services as per Appendix A - Services.

CAGBC intends to enter into an SOA with each Qualified Respondent for three (3) years, with one (1) optional additional two (2) year extension on the same terms and conditions.

### **3.6 Information in RFSO Only an Estimate**

CAGBC and its advisors make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFSO or issued by way of addenda. Any quantities shown or data contained in this RFSO or provided by way of addenda are estimates only and are for the sole purpose of indicating to Respondents the general scale and Services. It is the Respondent's responsibility to obtain all the information necessary to prepare a Proposal in response to this RFSO.

### **3.7 Respondents to Bear Their Own Costs**

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

### **3.8 Proposal to be Retained by CAGBC**

CAGBC will not return the Proposal or any accompanying documentation submitted by a Respondent.

### **3.9 No Guarantee of Volume of Work or Exclusivity of Contract**

CAGBC makes no guarantee of the value or volume of work to be assigned to the Qualified Respondents through this process. The contract with the Qualified Respondents will not be an exclusive contract for the provision of the described Services. CAGBC may contract with others for goods and services the same as or similar to the Services or may obtain such services internally.

### **3.10 Communication after Issuance of RFSO**

#### **3.10.1 Respondents to Review RFSO & Questions Process**

Respondents should examine all of the documents comprising this RFSO. Respondents must submit all inquiries regarding this RFSO in writing to the RFSO Contact Person by email by the Respondents' Deadline for Questions to allow sufficient time for CAGBC to provide a response. No questions are to be directed to anyone other than the RFSO Contact Person.

Questions received after the Respondents' Deadline for Questions may not be answered.

CAGBC is under no obligation to provide additional information, and CAGBC is not responsible for any information provided by or obtained from any source other than the RFSO Contact Person. CAGBC is not responsible for any misunderstanding on the part of the Respondent concerning this RFSO or its process.

CAGBC will post answers to questions on CAGBC's website for all potential Respondents to see and download. All inquiries and other communications are to be directed only to the RFSO Contact Person.

Non-compliance with this stated Questions Process during the procurement period may result in disqualification of Respondents' Proposals.

### **3.10.2 All New Information to Respondents by Way of Addenda**

This RFSO may be amended only by addendum in accordance with this section. If CAGBC, for any reason, determines that it is necessary to provide additional information relating to this RFSO, such information will be communicated to all respondents by addendum.

Each addendum forms are a part of this RFSO and may contain important information, including changes to this RFSO. Respondents are responsible for obtaining all addenda issued by CAGBC.

### **3.11 Extension to Addenda, Questions and Submission Deadlines**

If CAGBC determines that it is necessary to issue an addendum, answer questions after the Deadline for Issuing Addenda, then CAGBC may extend the Deadline for issuing Addenda, Questions, or Proposal Submission Deadline for a reasonable period of time.

### **3.12 Verify and Clarify**

When evaluating Proposals, CAGBC may request further information from the Respondent or third parties to verify, clarify, or supplement the information provided in the Respondent's Proposal, including but not limited to clarification with respect to whether a Proposal meets the Mandatory Submission Requirements and/or the Mandatory Technical Requirements set out in Section 3.1 of the RFSO.

CAGBC may revisit, re-evaluate, and rescore the Respondent's response or ranking on the basis of any such information.

### **3.13 Notification and Debriefing**

#### **3.13.1 Notification to Other Respondents**

Once agreements are executed by CAGBC and the Qualified Respondents, the unsuccessful Respondents will be notified directly in writing.

#### **3.14 Debriefing**

Respondents will only be offered a debriefing of their Proposals when CAGBC has notified them of the RFSO award(s). Respondents may request a debriefing within thirty (30) days after receipt of a notification of the outcome of the procurement process. Such request for a debrief is to be directed in writing to the RFSO Contact Person from CAGBC, and the debrief will be scheduled within thirty (30) days of this request.

### **3.15 Procurement Protest Procedure**

If a Respondent wishes to challenge the RFSO process, it should provide written notice to the RFSO Contact Person. The notice must provide a detailed explanation of the Respondent's concerns with the procurement process or its outcome.

### **3.16 Conflict of Interest and Prohibited Conduct**

#### **3.16.1 Conflict of Interest**

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

- 
- (a) in relation to the RFSO process, the Respondent 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 CAGBC in the preparation of its Proposal that is not available to other Respondents; (ii) having been involved in the development of the RFSO, including having provided advice or assistance in the development of the RFSO; (iii) receiving advice or assistance in the preparation of its Proposal from any individual or entity that was involved in the development of the RFSO; (iv) communicating with any person with a view to influencing preferred treatment in the RFSO process (including but not limited to the lobbying of decision-makers involved in the RFSO process); or (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFSO process or render that process non-competitive or unfair; or
  - (b) in relation to the performance of its contractual obligations under a contract for the Services, the respondent'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 judgment; or (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

### **3.16.2 Disqualification for Conflict of Interest**

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

### **3.16.3 Disqualification for Prohibited Conduct**

CAGBC may disqualify a Respondent, rescind notice of selection, or terminate a contract subsequently entered into if CAGBC determines that the Respondent has engaged in any conduct prohibited by this RFSO.

### **3.16.4 Prohibited Respondent Communications**

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Appendix B - Proposal Submission Form.

### **3.17 Respondent Not to Communicate with Media**

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFSO or any agreement entered into pursuant to this RFSO without first obtaining the written permission of the RFSO Contact Person.

### **3.18 No Lobbying**

Respondents must not, in relation to this RFSO or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the Qualified Respondent(s).

### **3.19 Illegal or Unethical Conduct**

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Respondents must not engage in any unethical conduct, including lobbying, as described herein, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of CAGBC; deceitfulness; submitting Proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFSO.



## **3.20 Past Performance or Past Conduct**

### **3.20.1 Past Performance or Past Conduct**

CAGBC may prohibit a Respondent from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described in Section 3.19 above;
- (b) the refusal of the Respondent to honour its submitted pricing or other commitments;
- (c) any conduct, situation or circumstance determined by CAGBC, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest; and
- (d) In the evaluation process, CAGBC may consider the Respondent's past performance or conduct on previous contracts with CAGBC or other institutions.

### **3.20.2 Qualified Respondent Statement of Work Assignment Performance Rating**

CAGBC shall during the term of a SOA, maintain a record of the performance of the Qualified Respondent completing a Services SOW assignment for CAGBC. This information shall be used to complete a "Qualified Respondent Performance Review" report, a copy of which will be forwarded to the Qualified Respondent upon the SOW assignment completion. See Appendix D – Schedule 5 – Qualified Respondent Performance Review Form. Interim "Qualified Respondent Performance Review" reports may be issued, as deemed appropriate by CAGBC's SOW assignment requestor representative, at any time during the term of the SOW assignment.

The overall history of the Qualified Respondent in performing the SOW assignment for CAGBC will be considered in the evaluation of future Proposals, or selection of future SOW assignments. CAGBC reserves the right in future Proposals requests to reject any proposals submitted by a Qualified Respondent with an unsatisfactory performance history with CAGBC.

The information contained in the "Qualified Respondent Performance Review" may be considered in future CAGBC's engagement of services under the Services in Appendix A, and as such may influence the decision to issue a Call-up and/or issue a SOW assignment award to a Qualified Respondent.

## **3.21 Security Screening**

For certain projects, Qualified Respondents will be assessed for certain risks and security clearance checks may be required. If applicable, this will be specified in the future issued Call-up documents. If security clearance checks are required, the Qualified Respondents will be required to undergo clearance screening, at their own cost. The Call-up documents issued by CAGBC will contain further details regarding the required security clearance checks.

## **3.22 Confidential Information**

### **3.22.1 Confidential Information of CAGBC**

All information provided by or obtained from CAGBC in any form in connection with this RFSO either before or after the issuance of this RFSO:

- (a) is the sole property of CAGBC and must be treated as confidential;

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- (b) is not to be used for any purpose other than responding to this RFSO and the performance of any subsequent contract for the Services;
  - (c) must not be disclosed without prior written authorization from CAGBC; and
  - (d) must be returned by the Respondent to CAGBC immediately upon the request of CAGBC.

### **3.22.2 Confidential Information of Respondent**

A Respondent should identify any information in its Proposal, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by CAGBC. The confidentiality of such information will be maintained by CAGBC, except as otherwise required by law or by order of a court.

Respondents are advised that their Proposals will, as necessary, be disclosed, on a confidential basis, to advisors retained by CAGBC to advise or assist with the RFSO process, including the evaluation of Proposals. If a Respondent has any questions about the collection and use of personal information pursuant to this RFSO, questions are to be submitted to the RFSO Contact Person.

## **3.23 Procurement Process Non-Binding**

### **3.23.1 No Contract A and No Claims**

This procurement process is not intended to create and will not create a formal, legally binding bidding process. For greater certainty and without limitation:

- (a) Notwithstanding any other provision of this procurement, this RFSO is not a tender and is not an offer to enter into either a bidding contract (often referred to as “Contract A”) or a contract to carry out the Services (often referred to as “Contract B”). Neither this RFSO nor the submission of a Proposal by a Respondent shall create any legal or contractual rights or obligations whatsoever on any of the Respondent, or CAGBC. Except as provided in RFSO Section 3.22 (Confidential Information) and 3.26 (Litigation), no legal relationship or obligation of any kind whatsoever shall be created between the Respondent, CAGBC, until such time as the Respondent is identified as a Qualified Respondent.
- (b) CAGBC may, in its sole discretion, change or discontinue the RFSO Process at any time whatsoever;
- (c) CAGBC may, in its sole discretion, decline to evaluate any Proposal that, in its sole discretion, is incomplete, obscure or does not contain sufficient information to carry out a reasonable evaluation;
- (d) The Respondents will not the right to make any claims (in contract, tort, or otherwise) against CAGBC with respect to the award of a SOA, or failure to award a SOA;
- (e) CAGBC may, in its sole discretion and at any time during the RFSO Process:
  - i. reject any or all of the Proposals;
  - ii. accept any Proposal;
  - iii. if only one Proposal is received, either elect to accept or reject it;
  - iv. elect not to proceed with the RFSO;

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- v. change the RFSO Process or any other aspect of the RFSO Documents;
  - vi. change the limits, scope, and details of the Services;
  - vii. remove a Qualified Respondent from the applicable prequalified list and terminate the Qualified Respondent's SOA in the event that CAGBC, in its sole and absolute discretion, determines that the Respondent has not complied or adhered to its requirements and obligations as a Qualified Respondent on the SOA;
  - viii. reject a Proposal, disqualify a Respondent, or require a Respondent to remove or replace a Respondent team member, or otherwise elect not to proceed further in the procurement process with any Respondent, including after notifying such Respondent of the results of the RFSO Process, if that Respondent has been named as a Qualified Respondent;
  - ix. reject a Proposal, disqualify a Respondent, or require a Respondent to remove or replace a team member, or otherwise elect not to proceed further in the procurement process with any Respondent, including after notifying such Respondent of the results of the RFSO Process, if that Respondent has been named as a Qualified Respondent, if the Respondent, including any of its team members has been convicted of an offence in connection with any Services rendered to CAGBC;
  - x. decline to select a Respondent as a Qualified Respondent if the Respondent has breached an agreement for services similar to the Services requested under this RFSO with an entity other than CAGBC;
  - xi. decline to select a Respondent as a Qualified Respondent if CAGBC, in its sole discretion, is of the opinion that a Respondent has not demonstrated that it has sufficient qualifications, resources, or that a Respondent has submitted hourly rates that are too low to be sustainable and to ensure its ability to deliver the Services;

### **3.23.2 Binding Pricing Information**

The pricing information provided in Proposals will be binding and will be assessed during the evaluation of the Proposals and the ranking of the Respondents.

Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of CAGBC to enter into a Standing Offer Agreement for the Services.

### **3.24 Cancellation**

CAGBC may cancel or amend the RFSO process without liability at any time.

### **3.25 Governing Law and Interpretation**

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and must 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

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- (c) are to be governed by and construed in accordance with the laws of Ontario.

### **3.26 Litigation**

The Respondent, by submitting the Proposal, warrants and represents that it is neither currently nor in the ten (10) years prior to the Proposal Submission Deadline of this procurement, involved in Litigation with CAGBC or the other than those situations explicitly disclosed in its Proposal. Where CAGBC discovers a Respondent's misrepresentation of the facts in the Proposal or its failure to disclose its Litigation as described herein, CAGBC may disqualify the Respondent or remove the Qualified Respondent from the SOA.

CAGBC will be assessing each Respondent and reserves the right to assess any related entities who share all or some of the same directors and officers as the Respondent in light of past or current Litigation to determine if CAGBC would face unacceptable risks if CAGBC were to identify that Respondent as a Qualified Respondent and place them on the SOA for future work. CAGBC reserves the right to disqualify a Respondent from the RFSO Process or remove a Qualified Respondent from the SOA as a result of its risk assessment. Regardless of when any Litigation was commenced, CAGBC reserves the right to disqualify the Respondent from the RFSO Process or remove the Qualified Respondent from the SOA as a result of its own risk assessment.

#### **3.26.1 Litigation Definition**

"Litigation" refers to an action in the courts, an arbitration, or other formal dispute resolution proceeding brought by or against the Respondent, either directly or indirectly through another party (e.g. a service provider or related party), by, against or involving CAGBC for:

- (b) any matter involving the provision of goods or services, including construction and consulting services;
- (c) any matter involving the disposition, acquisition or leasing of real property; or
- (d) any matter arising from CAGBC's exercise of its powers, duties or functions under applicable legislation and policies, and includes:
  - i. any action(s) that have been completed where the full amount of damages payable by way of settlement or court order have been paid;
  - ii. any action(s) that have been completed where the full amount of damages payable by way of settlement or court order have not been fully paid; and
  - iii. any actions that remain ongoing in the courts, through arbitration, or other formal dispute resolution proceeding.

[End of PART 4]

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## PART 4 - Request for Standing Offer Process

### 4.1 Selection Process

It is the intention of CAGBC to prequalify and maintain up to four (4) Qualified Respondents for the Services as referenced in Appendix A, subject to CAGBC's evaluation requirements being satisfied.

### 4.2 Statement of Work Assignments

Qualified Respondents who execute an SOA with CAGBC will be eligible to provide the Services required for Statement of Work (the "SOW") assignments through the Call-up Process summarized in Section 4.3 and in the SOA.

The Services described in Appendix A are an overview of what may be required for any SOW to be performed by a Qualified Respondent. There is no guarantee of any volume or value of work for a Qualified Respondent under this RFSO or the resulting SOA which they may execute if prequalified. Qualified Respondents should have the resources needed to deliver the services at any given time upon short notice during the term of the SOA and any extension thereto.

CAGBC will issue a Call-up and Statement of Work Form (Appendix D – Schedule 3.1) to assign SOW assignments to Qualified Respondents on a rotational basis.

If at any point during a Qualified Respondent's delivery of an SOW assignment CAGBC determines that the Qualified Respondent is unable to perform their services to CAGBC's satisfaction, CAGBC will be permitted to terminate the SOW assignment. CAGBC's decision will be final.

### 4.3 Call-up Process for Awarding Statements of Work

Subject to any rights of CAGBC under the RFSO and resulting SOA's, including the RFSO provisions in Section 4.5 (Special Call-Up Process for Unique Statements of Work), Section 4.7 (CAGBC's Right to Skip a Qualified Respondent SOW Rotations), and Section 3.20 (Past Performance or Past Conduct), the Call-up Process for awarding SOW assignments after the RFSO's prequalified list is established and described below may be revised by CAGBC from time to time.

When CAGBC has a requirement for the Services as defined in Appendix A, CAGBC may use this Call-up Process to retain a Qualified Respondent, by applying the method of selection described below.

**Step 1:** CAGBC will first start by identifying what specific Services is required under the Marketing Services specified in Appendix A, and the sector experience required.

Once a determination of the Services need is made, CAGBC will issue the Call-up Process and Statement of Work Form to one or more Qualified Respondents selected by CAGBC in its sole discretion.

The Call-up Process and Statement of Work Form will include the following details: Services required, the timeframe in which they are to be delivered, the location(s) where the Services are required, the estimated hours or the value of the SOW, a signature section, and any documentation required from the Qualified Respondent.

**Step 2:** Once the Call-up Process and Statement of Work Form is received by the Qualified Respondent, the Qualified Respondent will be required to review, confirm their understanding, and name their resources and rates and return the signed form and required documentation to CAGBC.

Qualified Respondents resources may be interviewed as part of a Call-up Process and Statement of Work Form.

CAGBC reserves the right to accept or reject any resources proposed in response to a Call-up and SOW assignment.

**Step 3:** Once an SOW has been accepted, CAGBC will then engage the Qualified Respondent(s) to deliver the Services required.

#### **4.4 Awarding Statement of Work Assignments**

CAGBC will establish a prequalified list of the Qualified Respondents for the Services provided in Appendix A based on the final ranking of Respondents in the RFSO evaluation process. CAGBC may issue the Call-up Process and Statement of Work Form to one or more Qualified Respondents selected by CAGBC in its sole discretion. In the event that CAGBC decides to issue the Call-Up Process and Statement of Work to one Qualified Respondent, the highest ranked Respondent under this RFSO evaluation will be assigned the first spot on the applicable prequalified list. The second highest ranked Respondent under this RFSO evaluation will be assigned the second spot on the prequalified list and so on, until the prequalified list is exhausted, and then CAGBC will return to the top of the prequalified list again. In the event that CAGBC decides to issue the Call-Up Process and Statement of Work to more than one Qualified Respondent

#### **4.5 Special Call-Up Process for Unique Statements of Work**

During the SOA contract term, and notwithstanding the provisions in Section 4.4 above, CAGBC may issue Special Call-ups for unique SOW assignments where they may require a Qualified Respondent to demonstrate their capability and experience to fulfill the unique SOW assignment before it is awarded to them, even if the Qualified Respondent is the next Qualified Respondent on the list in the specified Services rotation to be selected.

For Special Call-ups issued by CAGBC, should the invited the Qualified Respondent wish to be considered for the Special Call-up opportunity, the Qualified Respondent will be required to submit the requested information within the indicated timeframe to CAGBC for evaluation and consideration. If CAGBC determines that the Qualified Respondent has demonstrated the required capabilities and experience to perform the SOW assignment for the Special Call-up, then CAGBC will award the SOW to the Qualified Respondent.

However, if after having received and evaluated the capability and experience information submitted from the Qualified Respondent, CAGBC determines that the capability and experience requested has not been demonstrated for the Special Call-up, then CAGBC will notify the Qualified Respondent of this outcome and subsequently, CAGBC will skip to the next Qualified Respondent in the rotation for the Services and issue Special Call-up to them for response.

In addition, if CAGBC determines, in its sole discretion, that the Special Call-up requires more than one firm to deliver the Special Call-Up SOW, then CAGBC may select multiple Qualified Respondents to be invited to demonstrate their capability and experience to fulfil the unique SOW assignment, for evaluation, consideration and award. CAGBC reserves the right to procure the required services outside of the prequalified lists.

#### **4.6 Qualified Respondents Right to Pass on Offered Statements of Work**

Each Qualified Respondent will be permitted to pass on offered SOWs during the SOA contract term and should a Qualified Respondent elect to pass on an offered SOW, CAGBC will be permitted to offer the same SOW to the next Qualified Respondent in the rotation.

By passing on an SOW the Qualified Respondent will only miss their current rotational turn. However, if a Qualified Respondent passes on two (2) offered SOWs in a row during the SOA contract term, then CAGBC has the right to remove the Qualified Respondent from their applicable prequalified list where the two (2) consecutive passes have occurred.

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Should CAGBC decide to remove a Qualified Respondent from the prequalified list due to two (2) consecutive passes by the Qualified Respondent, CAGBC will issue an official notification of this decision to the Qualified Respondent.

#### **4.7 CAGBC's Right to Skip a Qualified Respondent SOW Rotations**

CAGBC has the right to skip issuing an SOW to any Qualified Respondent during the SOA contract term who may be next in the rotation for selection. CAGBC may base this decision for reasons which may include documented poor past performance under the SOA, or because the Qualified Respondent's lack of capability and capacity to deliver a particular SOW may be deemed a risk in CAGBC's sole discretion.

[End of PART 4]

## Appendix A – Services

### Marketing Services

The Respondent is required to provide CAGBC with **Marketing Services**, as stated below. CAGBC will provide specific service requirements to the pre-qualified Respondent at the time that a specific Call-Up and/or Statement of Work Assignment is issued. The pre-qualified Respondent will be required to deliver these Services at the hourly rates, or a fixed fee basis (which will apply hourly rate maximums, as provided in its RFSO, Appendix C – Blended Hourly Team Rate Form).

**This completed table should be included in the Respondent’s Technical Proposal. CAGBC reserves the right to verify all responses.**

#	Services
1	Brand Equity/ Brand Reputation: conduct research and test brand marketing/position/messages, including the use of surveys and/or stakeholder briefings; stakeholder mapping and customer journey exploration
	Has the Respondent provided this Service? <input type="checkbox"/> YES <input type="checkbox"/> NO
	a) Please indicate the number of years providing the services to the Respondent’s clients. Response:
	b) Please provide the names of two (2) clients who have received this service from the Respondent. Response: 1. 2.
	c) Please confirm if any of the clients in b) above are not-for-profit organizations. <input type="checkbox"/> YES <input type="checkbox"/> NO
2	Brand Messaging: Refine brand messages to reach identified audiences.
	Has the Respondent provided this Service? <input type="checkbox"/> YES <input type="checkbox"/> NO
	a) Please indicate the number of years providing the services to the Respondent’s clients. Response:
	b) Please provide the names of two (2) clients who have received this service from the Respondent. Response: 1. 2.





	<p>c) Please confirm if any of the clients in b) above are not-for-profit organizations.</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
3	<p>Creative: Creative strategy and production, with experience in video, social, infographics, and print.</p>
	<p>Has the Respondent provided this Service?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
	<p>d) Please indicate the number of years providing the services to the Respondent's clients.</p> <p>Response:</p>
	<p>e) Please provide the names of two (2) clients who have received this service from the Respondent.</p> <p>Response:</p> <p>1.</p> <p>2.</p>
	<p>f) Please confirm if any of the clients in b) above are not-for-profit organizations.</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
4	<p>Product and services marketing: Develop campaigns to support product launch and sales, including collateral development, sales decks, one-pagers, brochures, and other assets.</p>
	<p>Has the Respondent provided this Service?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
	<p>a) Please indicate the number of years providing the services to the Respondent's clients.</p> <p>Response:</p>
	<p>b) Please provide the names of two (2) clients who have received this service from the Respondent.</p> <p>Response:</p> <p>1.</p> <p>2.</p>
	<p>c) Please confirm if any of the clients in b) above are not-for-profit organizations.</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
5	<p>Content development and content marketing: Experience delivering high-impact written content, from sales brochures to technical case studies. Experience delivering solutions to leverage content to maximize impact.</p>
	<p>Has the Respondent provided this Service?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
	<p>a) Please indicate the number of years providing the services to the Respondent's clients.</p>



	Response:
	b) Please provide the names of two (2) clients who have received this service from the Respondent. Response: 1. 2.
	c) Please confirm if any of the clients in b) above are not-for-profit organizations. <input type="checkbox"/> YES <input type="checkbox"/> NO
6	Competitive analysis
	Has the Respondent provided this Service? <input type="checkbox"/> YES <input type="checkbox"/> NO
	a) Please indicate the number of years providing the services to the Respondent's clients. Response:
	b) Please provide the names of two (2) clients who have received this service from the Respondent. Response: 1. 2.
	c) Please confirm if any of the clients in b) above are not-for-profit organizations. <input type="checkbox"/> YES <input type="checkbox"/> NO
7	Media planning: Experience planning, buying and managing paid advertising projects, including programmatic and retargeting.
	Has the Respondent provided this Service? <input type="checkbox"/> YES <input type="checkbox"/> NO
	a) Please indicate the number of years providing the services to the Respondent's clients. Response:
	b) Please provide the names of two (2) clients who have received this service from the Respondent. Response: 1. 2.
	c) Please confirm if any of the clients in b) above are not-for-profit organizations. <input type="checkbox"/> YES <input type="checkbox"/> NO

8	Digital Strategy: Creative development, execution, and reporting of paid advertising campaigns across digital and social properties.
	<p>Has the Respondent provided this Service?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
	<p>a) Please indicate the number of years providing the services to the Respondent's clients.</p> <p>Response:</p>
	<p>b) Please provide the names of two (2) clients who have received this service from the Respondent.</p> <p>Response:</p> <p>1.</p> <p>2.</p>
	<p>c) Please confirm if any of the clients in b) above are not-for-profit organizations.</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
9	Event planning and experiential: Experience supporting learning and networking events and conferences.
	<p>Has the Respondent provided this Service?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
	<p>a) Please indicate the number of years providing the services to the Respondent's clients.</p> <p>Response:</p>
	<p>b) Please provide the names of two (2) clients who have received this service from the Respondent.</p> <p>Response:</p> <p>1.</p> <p>2.</p>
	<p>c) Please confirm if any of the clients in b) above are not-for-profit organizations.</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>

The Qualified Respondent(s) will be required to provide a time schedule to CAGBC for approval with their response to a Call-Up/statement of Work for each individual assignment within the timelines specified in the Call-Up/Statement of Work (which will typically be within 48 to 72 hours from CAGBC's request). The Services may require travel depending on the Call-Up/Statement of Work.

For any Services associated with specific government funding agreements with CAGBC, as specified in Call-Up/Statements of Work, the Consultant will be required to review and to comply with provisions of such funding agreements, which may include the rights by the funding organization of investigation and examination in respect of the Consultant and its performance, its financial and business records and other information as may be specified in such funding agreements; rights to audit and evaluate compliance with the terms and conditions of the agreement between the Consultant and CAGBC; and rights to scale back the Services, should this be requested by the funding organization.

## Appendix B - Proposal Submission Form

### 1. Respondent Information

Please fill out the following form, naming one person to be the Respondent's contact for the RFSO process and for any clarifications or communication that might be necessary. This should be included in the Technical Response.

Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
Municipality/Town, Region, Country:	
Postal Code:	
Phone Number (including country and area code):	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone: Respondent Contact Email:	

### 2. Acknowledgment of Non-Binding Procurement Process

The Respondent acknowledges that the RFSO process will be governed by the terms and conditions of the RFSO, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between CAGBC and the Respondent unless and until CAGBC and the Respondent execute a written agreement for the Appendix A – Services.

### 3. Confirmation of Meeting Mandatory Technical Requirements

In accordance with Part 3, Section 3.1, Respondents must receive a PASS in Stage 1B – Mandatory Technical Requirements to proceed to Stage 2. To receive a PASS in Stage 1B – Mandatory Technical Requirements, the Respondent's Proposal must be complete and compliant with the Mandatory Technical Requirements indicated below **by answering YES to each**.

Mandatory Technical Requirements	YES	NO
1. The Respondent confirms that it has delivered <b>ALL</b> of the following marketing services in the last five (5) years.  a) Brand Equity / Brand Reputation; b) Brand Messaging; c) Creative; and c) Product and Services Marketing	<input type="checkbox"/>	<input type="checkbox"/>
2. The Respondent confirms that it has delivered <b>ALL</b> of the marketing services identified above to not-for-profit organization clients.	<input type="checkbox"/>	<input type="checkbox"/>

**NOTE:** CAGBC will use the Respondent's responses in the Rated Criteria in Stage 2 to verify YES responses.

### 4. Ability to Provide Deliverables

The Respondent has carefully examined the RFSO documents and has a clear and comprehensive knowledge of the Appendix A – Services required. The Respondent represents and warrants its ability to provide the Appendix A – Services in accordance with the requirements of the RFSO.

### 5. Non-Binding Pricing

The Respondent has submitted its pricing in accordance with the instructions in the RFSO and in Pricing (Appendix C) in particular. The Respondent confirms that the pricing information provided is accurate. The Respondent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its Proposal or its eligibility for future work.

### 6. Addenda

The Respondent is deemed to have read and taken into account all addenda issued by CAGBC prior to the Deadline for Issuing Addenda.

### 7. No Prohibited Conduct

The Respondent declares that it has not engaged in any conduct prohibited by this RFSO.

### 8. Conflict of Interest

The Respondent must declare all potential Conflicts of Interest, as defined in section 3.13 of the RFSO. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting

in any other capacity) who (a) participated in the preparation of the Proposal; **AND** (b) were employees of CAGBC within one (1) year prior to the Proposal Submission Deadline.

If the box below is left blank, the Respondent 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 RFSO.

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

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

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

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## 8. Disclosure of Information

The Respondent 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 by order of a court. The Respondent hereby consents to the disclosure, on a confidential basis, of this Proposal by CAGBC to the advisors retained by CAGBC to advise or assist with the RFSO process, including with respect to the evaluation of this Proposal.

Authorized Signature:

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Print Name:

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Title:

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I/We have authority to bind the Respondent

Authorized Signature:

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Print Name:

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Title:

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I/We have authority to bind the Respondent

## **Appendix C - Blended Hourly Team Rate Form**

Use the applicable provided Appendix C – Blended Hourly Team Rate Form in Excel.

This form is to be submitted separately as File 2 in accordance with the RFSO Section 2.2.

## **Appendix D - Form of Standing Offer Agreement**

To be provided to the identified Qualified Respondents.



### Schedule 3.1 – Template Call-Up and Statement of Work Form

The Qualified Respondent is asked to review and accept the Statement of Work Assignment contained in this Call-up and return it to CAGBC Requestor by the Deadline of Response indicated below.

CANADA GREEN BUILDING COUNCIL (“CAGBC”)			
Call-up for [xxx] Services			
<b>General</b>			
This Call-up is subject to the terms and conditions contained in the executed Standing Offer Agreement (“SOA”) for Request for Standing Offer [XXXXXX] (the “RFSO”), and any extensions or amendments thereto.			
<b>Section 1 – Information</b> <i>(to be completed by CAGBC Requestor)</i>			
CAGBC Requestor		Call-up Issue Date	
Mailing Address:		Call-up No.:	
Phone No.:		Number of Hours or SOW Assignment Budget:	
Email		Deadline for Response:	
<b>Section 2 – Statement of Work Assignment Description</b> <i>(to be completed by CAGBC Requestor)</i>			
Project Name:			
Assignment Start Date:			
Estimated Assignment Term:			
Procurement Contact:			
Service Description with (Statement of Work Assignment Attached):	[Please identify which Marketing Services, or if All Marketing Services are required. Specify as needed]		
<b>Section 3 – Qualified Respondent’s Information</b> <i>(to be completed by the Qualified Respondent)</i>			
Qualified Respondent	Legal Name:		
	Email Address:		Phone #: <span></span>
	Mailing Address:		
	Contact Name for Call-up:		
	Contact Name & Email for Call-up Team Lead:		

**Section 4 – Qualified Respondent’s Team Members Proposed to complete the Statement of Work Assignment**

(Each team proposed must have a Team Lead, role level Senior. Each team must have a minimum of three (3) team members assigned.  
Please leave rows blank where not needed and add rows where needed.)

#	Team Member Name	Team Member Role	# of Hours	Hourly Rate (excluding HST)	Team Member Totals (# of hours X hourly rate)
1		Account Director			\$
2		Team Member			\$
3		Team Member			\$
4		Add if necessary			\$
5		Add if necessary			\$
				<b>Qualified Respondent SOW Assignment Team Total</b>	\$

**Section 5 – Conflict of Interest (to be completed by the Qualified Respondent)**

Qualified Respondent’s must check the appropriate box:

☐The Qualified Respondent hereby confirms that there is not nor was there any actual or perceived Conflict of Interest or any other type of unfair advantage in submitting a response to this Call-Up or performing the contractual obligations of the Qualified Respondent under the Standing Offer Agreement between the Qualified Respondent and CAGBC, and the Statement of Work assignment.

OR

☐The following is a list of situations, each of which may be a Conflict of Interest or an instance of unfair advantage, or appears as potentially a Conflict of Interest or unfair advantage in the Qualified Respondent submitting our response to the Call-Up or the contractual obligations of the Qualified Respondent in the Standing Offer Agreement between the Qualified Respondent and CAGBC, and/or the Statement of Work assignment.

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**Section 6 – Acceptance and Approval of Statement of Work Assignment**

(to be completed by the Qualified Respondent and CAGBC Requestor)

Acceptance of Statement of Work Assignment by Qualified Respondent	
Qualified Respondent Authorized Person (Print):	
Authorized Person’s Signature:	
Date:	
Approval of Statement of Work Assignment by CAGBC Requestor	
CAGBC Authorized Person (Print):	
Authorized Person’s Signature:	
Date:	

### **Schedule 3.2 - Statement of Work Assignment**

[Statement of Work Assignment Attachment – to be added at issuance with Call-up]

#### **Schedule 4 - Confidentiality and Conflict of Interest Agreement**

[To be issued to the Qualified Respondent when the Statement of Work Assignment is accepted]

## Schedule 5 – Qualified Respondent’s Performance Review Form

(To be completed by CAGBC SOW Requestor when the SOW Assignment is completed)

Qualified Respondent and Statement of Work Information			
Qualified Respondent:			
Qualified Representative:		Team Lead’s Name:	
SOW Assignment Title:			
SOW Service:		SOW Completion Date:	
SOW Value: (Original)		SOW Value (Final):	
Ratings			
<b>Use the appropriate Rating for each category:</b> <b>VERY POOR – 1      POOR – 2      SATISFACTORY – 3      GOOD – 4      VERY GOOD – 5</b> If Category does not apply use N/A.			
<b>1.Planning and Scheduling</b>			<b>RATING</b>
Assesses the SOW requirements, develops appropriate plans and schedules, establishes priorities, and allocates resources. Meets schedule requirements.			[Add]
<b>2.Technical and Professional Knowledge</b>			<b>RATING</b>
Demonstrates thorough knowledge of field or specialty and is aware of current developments in their field.			[Add]
<b>3.Communications</b>			<b>RATING</b>
Transmits ideas clearly, keeps all appropriate people informed of activities, encourages effective communication.			[Add]
<b>4.Communications</b>			<b>RATING</b>
Reacts favourably to needs and instructions of CAGBC; strives to create a co-operative atmosphere in the performance of the SOW.			[Add]
<b>5.Quality of Work</b>			<b>RATING</b>
Produces work meeting the SOW quality requirements.			[Add]
<b>6.Problem Solving and Decision Making</b>			<b>RATING</b>
Identifies problems and analyzes causes, generates solutions, takes into account all relevant information, exercises sound judgement, makes decisions and follows through on them.			[Add]
<b>7.Human Resources Management</b>			<b>RATING</b>
Has a competent work force that has been adequately trained and manages performance of team. Maintains appropriate team for duration of SOW.			[Add]
<b>8.Innovation</b>			<b>RATING</b>
Demonstrates creativity in advancing new ideas and programs.			[Add]
<b>9.Claims Administration</b>			<b>RATING</b>

Provides appropriate notice of SOW claims as required in the SOA; submits justified and reasonable costs for same.		[Add]
<b>10.Safety</b>		<b>RATING</b>
Compliance with safe work practices; compliance with environmental requirements; compliance with safety documentation submissions; and timeliness to resolve non-conformances.		[Add]
<p><b>Note:</b></p> <p>The percentage is calculated by: (the sum of all the ratings for each category) divided by 50 (ie. maximum points) multiplied by 100%.</p> <p>If percentage is below 75% then the Qualified Respondent will be notified and issued and an appropriate meeting to review the performance review should occur.</p>		
<b>Total Rating</b>		<b>[Add %]</b>
Would you recommend this Company for future work? Explain reasons in General Comments below.		<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>General Comments:</b></p> <p>[Add]</p>		
<b>Review conducted by:</b>		
<b>Assessed by: (Name)</b>		<b>Title:</b>
<b>Reviewed by: (Name)</b>		<b>Title:</b>
<b>Approved by: (Name)</b>		<b>Title:</b>
<b>Date filed by CAGBC:</b>		<b>Date Qualified Respondent was notified (if applicable) or add N/A:</b>

## Appendix E – Respondent's Reference Project Form

Respondent should complete this Appendix E which includes two (2) Reference Projects completed within the last five (5) years for the Services.

### Respondent's Reference Project #1:

Project Name:	
Project Details:	
Respondent's Contract Value (\$):	
Services Experience this project demonstrates:	<input type="checkbox"/> Services: Marketing Services (click if this applies)
Client/Company Name:	<input type="checkbox"/> Client is a not-for-profit organization (click if this applies)
Client Address:	
Client Contact Name: Client Email:	
Client Contact Telephone Number:	
Date Work Undertaken: month/year-month/year	
Respondent's Project Deliverables indicating relevance to required CAGBC Services:	
Respondent's team members who worked on this Reference Project and who have been proposed for this RFSO (if any):  Please include the Name – Previous Role for each team member on the Reference Project	
Were there challenges encountered during this Reference Project? If so, how did your team overcome them:	

## Respondent's Reference Project #2:

Project Name:	
Project Details:	
Respondent's Contract Value (\$):	
Services Experience this project demonstrates:	<input type="checkbox"/> Services: Marketing Services (click if this applies)
Client/Company Name:	<input type="checkbox"/> Client is a not-for-profit organization (click if this applies)
Client Address:	
Client Contact Name:	
Client Email:	
Client Contact Telephone Number:	
Date Work Undertaken: month/year-month/year	
Respondent's Project Deliverables indicating relevance to required CAGBC Services:	
Respondent's team members who worked on this Reference Project and who have been proposed for this RFSO (if any):  Please include the Name – Previous Role for each team member on the Reference Project	
Were there challenges encountered during this Reference Project? If so, how did your team overcome them:	