

Request for Quote (RFQ)

for

**Algoma University
Athletic Therapy Services
Sault Ste. Marie Campus**

Request for Quotes No.: ATH.50.2020

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This Request for Quote ("RFP") is an invitation by Algoma University (the "University") to prospective proponents to submit non-binding proposals for the provision of providing Athletic Therapy Services, as further described in Part 2 - The Deliverables (the "Deliverables").

1.2 Algoma University Background

Algoma University, with campuses in Sault Ste. Marie, Brampton and Timmins, Ontario is one of Ontario's 21 publicly funded universities. Initially established in 1965, as an affiliated college of Laurentian University, Algoma University offers a wide range of degrees spanning the liberal arts, sciences, and professional disciplines.

The legislation that created an independent Algoma University in 2008, clearly states that in addition to advocating the pursuit of learning through scholarship, teaching, and research within a spirit of free enquiry and expression, the University has a Special Mission to:

- 1) be a teaching-oriented university that provides programs in liberal arts and sciences and professional programs, primarily at the undergraduate level, with a particular focus on the needs of Northern Ontario; and
- 2) cultivate cross-cultural learning between First Nations, Metis, Inuit communities and other communities, in keeping with the history of Algoma University and its geographic site.

The University's current [Five-Year Strategic Plan](#), adopted in 2016, outlines a series of core institutional objectives intended to guide university operations and development. In 2020 senior leadership, in consultation with the Board of Governors and Academic Senate Executive, established the following institutional priorities to help expedite the efficient implementation of its five (5) objectives:

- 1) Continue focus on institutional sustainability through an enrollment growth strategy: recruitment, retention, vibrant programming.
- 2) Target activities and investments that enhance student experience, academic and operational excellence.
- 3) Through partnerships, advance the University's leadership and commitments to Truth and Reconciliation, and our special mission to cultivate cross-cultural learning.
- 4) Cultivate a culture of research and innovation that enhances the University's economic and community engagement and its impact.
- 5) Institutional excellence: facilitate the ongoing improvement of the University by focusing on problem solving, teamwork, and leadership.

Further information on Algoma University is available at: www.algomau.ca.

Algoma Thunderbirds Background

Algoma University first offered Varsity Athletics in 2001/02 when it competed in the Ontario College Athletics Association (OCAA). The Thunderbird Varsity Athletics program consisted of

the following sports: basketball, cross country running, curling and indoor soccer. All sports teams had both a women's and men's team. Provincial medals were won in the sports of basketball and curling. Thunderbird Athletics hosted several provincial championships: the OCAA Curling Championships (2009/10), the OCAA Men's Basketball Championships (2010/11) and the (2011/12) OCAA Cross Country Running Championships.

In 2013/14, the Algoma Thunderbirds started competing in the Ontario University Athletics Association (OUA). The Thunderbirds continue to compete in the OUA with the sports of: basketball (women's and men's), soccer (women's and men's), cross country (women's and men's), wrestling (women's and men's) and nordic skiing (women's and men's). The Varsity program annually has an average of 110 student-athletes in all sports combined. The Thunderbirds hosted the 2015/16 OUA Wrestling Championships, the 2017/18 U Sports Wrestling Championships, the 2017/18 OUA Curling Championships and the 2019/20 OUA Nordic Ski Championships.

1.3 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 this RFQ. It is the University's intention to enter into the Form of Agreement attached as Appendix A to this RFQ with only one (1) legal entity. The term of the agreement is to be for a period of **five (5) years** 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 **three (3) years**. The contract will be reviewed for extension 18 months prior to the completion of the first five year term. It is anticipated that the agreement will be executed on or around October 30, 2020.

1.4 No Guarantee of Volume of Work

The University makes no guarantee of the value or volume of work to be assigned to the successful proponent.

PART 2 – THE DELIVERABLES

2.1 Description of Deliverables

This RFQ is an invitation to submit non-binding offers for the provision of Algoma University Athletic Therapy Services, as further described in Appendix A.

The University is seeking an experienced Athletic Therapist to provide Athletic Therapy Services to our Thunderbird Varsity Athletic Program.

Description of the Requirement:

The intent of this RFQ is to award one (1) contract for Athletic Therapy Services for the Algoma University Varsity Athletics Department. These services are required on a yearly basis but the workload will be greater during the University varsity sports season which is August through to May.

Objective:

Algoma University Varsity Athletics Department requires Athletic Therapy Services to cover all of the program's sports teams along with their student-athletes as well as provide coverage of visiting teams and their student-athletes. The University competes in both the Ontario University Athletics (OUA) and the U Sports associations. The University has six varsity sports which are: basketball, cross country running, curling, nordic skiing, soccer and wrestling competing in both women's and men's for all sports. Currently the University, varsity sports program has approximately 110 student-athletes. The Algoma University Varsity Athletic Therapy Services has an office/ examination area along with some therapy equipment in the George Leach Centre on the campus of Algoma University in Sault Ste. Marie.

Scope:

The Algoma University Varsity Sports Athletic Therapy Services will provide service to all varsity sports teams and student-athletes. Athletic therapy services will:

1) Cover all home competitions and away competitions (note majority of competitions occur on weekends)

2) Provide coverage of varsity practices and scrimmages after consultation with varsity head coaches

3) Provide a minimum of 16 hours of onsite clinic hours (Monday to Friday) for sports injury assessment and rehabilitation during competitive season (August to May)

4) Provide an efficient online appointment booking system

5) Provide an efficient medical information tracking system

6) Follow all policies and procedures of the University, Ontario University Athletics and U Sports pertaining to athletic therapy services (ex. Concussion Protocol and Return to Play Policy, etc.).

PART 3 – EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

The University will conduct the evaluation of proposals in the following four (4) stages:

(1) Stage I

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements (as outlined in 3.2). Proposals failing to satisfy the mandatory proposal content requirements as of the submission date will be provided with an opportunity to rectify any deficiencies.

(2) Stage II

Stage II will consist of a scoring by the University of each qualified proposal on the basis of the rated criteria. Up to three (3) proponents will move forward to the interview stage based on the highest scores.

(3) Stage III

Proponent interviews will be held with the top three (3) proponents.

(4) Stage IV

The highest scoring proponent will be selected for contract negotiations.

3.2 Stage I - Mandatory Requirements

3.2.1 Submission Date

All proposals must be submitted by September 25, 2020.

3.2.2 Submission Form (Appendix B) - MANDATORY REQUIREMENT

Each proposal **must** include a Submission Form (Appendix B) completed and signed by a person authorized to bind the proponent. Other than inserting the information requested on the mandatory submission forms set out in this RFQ, a proponent may not make any changes to any of the forms.

3.2.3 Rate Bid Form (Appendix C) - MANDATORY REQUIREMENT

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 or PST and GST (where applicable) which should be itemized separately; and
- (b) rates quoted by the proponent shall be all inclusive and shall include all labour and materials, travel and carriage costs, insurance costs and all other overhead including but not limited to any fees or other charges required by law.

NOTE: Pricing should only be included in the Rate Bid Form and not in any other documents submitted as part of your response.

3.2.4 Reference Form (Appendix D) - MANDATORY REQUIREMENT

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

3.2.5 Other Mandatory Requirements

The proponent(s) must be responsible for ensuring that all therapists working with athletes have a current Criminal Background Check: Vulnerable Sector Search (CBC:VSS).

3.3 Stage II – Evaluation of Rated Criteria

3.3.1 Rated Criteria

The following is an overview of the categories and weighting for the rated criteria of the RFQ:

Rated Criteria Category	Weighting (Points)
Qualifications/ Certifications	125 Points
Experience	125 Points
Communication Strategy	75 Points
Policies and Procedures Development	50 Points
Proponent Documentation	25 Points
Pricing	250 Points
Total for Written Response	650 Points
Interviews	100 Points
Total	750 Points

(1) Qualifications/ Certifications (125 points)

Each proponent should provide in its proposal:

- (a) a brief description of the proponent;
- (b) a brief description of current certifications/ accreditations the proponent currently has;
- (c) a description of the goods and services the proponent has previously and/or is currently delivering, with an emphasis on experience relevant to the Deliverables;
- (d) the roles and responsibilities of the proponent and any of its agents, employees and subcontractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise;

(2) Experience (125 Points)

- (a) Indicate knowledge, skills and expertise in the following areas;
- Employed in an athletic therapy setting
 - Experience with university/college varsity athletics
 - Experience working with a sport's team
 - Experience working at a sport championship
 - Experience working with student representatives such as University leaders, agents and sponsoring agencies
 - Knowledge of international culture, customs and languages

(3) Communication Strategy (75 points)

- (a) Please provide a detailed overview of your communication strategy for student-athletes, caches, varsity staff and healthcare professionals
- (b) Please provide information on your healthcare professional network (ie. physicians, massage therapists, other)
- (c) Please provide information on athletic therapy apps and/or tracking programs you have used
- (d) If proponent has utilized multiple apps and/or tracking programs please provide feedback on which one is preferred and why

(5) Policies and Procedures Development (50 points)

- a) Please provide a detailed overview of any policies and procedures you have helped develop or revised. Examples are: Concussion Policies, Emergency Action Plan for Sporting Championship, Return to Play, other

(6) Proponent Documentation (25 points)

Proponents are requested to provide the following documentation:

- (a) Athletic therapy application - PDF or web link
- (b) Current certifications and/or accreditation's - PDF or web link

(7) Pricing (250 Points)

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

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

100%), a proponent who bids \$150.00 receives 80% of the possible points for that category (120/150 = 80%) and a proponent who bids \$240.00 receives 50% of the possible points for that category (120/240 = 50%).

Lowest rate/2nd lowest rates x total available points = Score for proposal with 2nd lowest rate

Lowest rate/3rd lowest rates x total available points = Score for proposal with 3rd lowest rate

Etc. for each proposal.

3.4 Stage III – Proponent Interviews (100 Points)

The top three (3) scoring proponents will move forward to the interview stage. Details of the interviews will be sent to the selected proponents five calendar days in advance.

3.5 Stage IV – Cumulative Score and Selection of Highest Scoring Proponent

At the conclusion of the evaluational the highest scoring proponent will be selected for negotiations. Proponents are advised that where two or more proposals achieve a tie score on completion of the evaluation process, the evaluation committee shall break the tie by selecting the proponent with the lowest price as the successful proponent. When pricing is also equal between two or more proposals, the evaluation committee shall conduct a “coin toss” to select the successful proponent.

3.6 Dispute Resolution

The University is committed to procurement processes that are open, fair, and transparent. The bid dispute process ensures that procurement complaints are addressed and resolved quickly and efficiently.

The question and answer period or vendor debriefing meeting of the procurement process should be the first step before raising a complaint. In addition, before initiating a complaint, vendors must raise their concerns with the designated contact and try to resolve the issue.

Any proponent that wishes to challenge a decision or process made by the University is required to provide a written complaint to the Director of Financial Services. The Director of Financial Services will distribute accordingly to the appropriate staff to respond. The Director of Financial Services shall respond to the complaint within ten working days.

In the event the proponent is not satisfied with the response provided, they can request a meeting with the Vice-President, Finance and Operations. The Proponent’s request shall be in writing and shall provide a detailed statement of the grounds of the complaint, including copies of relevant documents, and identify the form of relief requested. The Vice-President, Finance

and Operations will make the final decision regarding the complaint, which decision will be made in writing.

Once an agreement is executed by the successful proponent and the University, the other proponents will be notified in writing of the award of the contract. Proponents have 60 days from the issue date of the award notification to request a debriefing. Proponents are to forward a written request for debriefing to the Project Contact.

APPENDIX A – FORM OF AGREEMENT

Mandatory clauses include:

- Termination Clause
- Term must reflect section 1.3 of this RFQ document
- Limited liability and indemnification for the University.

Term

This agreement shall become effective as of the date of execution, and unless sooner terminated as hereinafter provided shall remain in effect for a period of five (5) years.

Renewal Term

The University may, at its sole option, choose to extend the term of this agreement for one (1) additional period of three (3) years. The University shall provide [COMPANY] with written notice of the University's intent to exercise this option no later than one hundred and eighty (180) days before the expiration of the initial term.

Termination

(1) Notwithstanding anything to the contrary contained herein this agreement shall terminate:

- (a) automatically, if [COMPANY] becomes bankrupt or insolvent and/or if the business of [COMPANY] is placed in the hands of a receiver, assignee, or trustee, whether as a voluntary act of [COMPANY] or otherwise; or
- (b) upon thirty (30) days written notice from the University to [COMPANY] if [COMPANY] breaches or defaults on its obligations hereunder, unless before the end of the thirty (30) day cure period, [COMPANY] has cured the default or breach and so notifies Algoma, stating the manner of the cure; or
- (c) at any time by mutual written agreement of the parties.

(2) If this agreement is terminated for any cause:

- (a) nothing herein will be construed to release the either party from any obligation matured before the effective date of the termination; and
- (b) after termination [COMPANY] will continue to be bound by the provisions of section [] (Indemnification) and section [] (Limitation of Liability and Release).

Indemnification

[COMPANY] agrees to indemnify and save the University and its respective governors, officers, employees, consultants, agents and assigns or any of them from and against any actions, causes of action claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings (including without limitation legal fees and disbursements) whatsoever kind and nature that may be made or brought against or suffered by or imposed upon any or all of them as a result of anything related directly or indirectly to the provision of services under this agreement.

Limitation of Liability and Release

[COMPANY] hereby releases and forever discharges the University and its respective governors, officers, employees, consultants, agents and assigns and [COMPANY] further agrees that notwithstanding anything to the contrary contained herein, the University and its respective governors, officers, employees, consultants, agents and assigns shall not be liable to [COMPANY] or to anyone for whom [COMPANY] may be in law responsible for any loss of or damage to property, personal injury, illness or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by [COMPANY] or any of [COMPANY'S] agents, employees, and contractors in relation to the University performing its obligations under this agreement.

Governing Law; Attornment to Ontario

This agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein. Any and all disputes arising under this agreement, whether as to interpretation, performance or otherwise, shall be subject to the jurisdiction of the courts of the Province of Ontario and each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of such province.

APPENDIX B – SUBMISSION FORM

1. Proponent Information

(a) The full legal name of the proponent is:

(b) Any other relevant name under which the proponent carries on business is:

(c) The jurisdiction under which the proponent is governed is:

(d) The name, address, telephone, facsimile number and e-mail address of the contact person for the proponent is:

Name of the Contact Person:

Title/Position:

Phone #:

Email:

2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that this 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 rates set out in the Rate Bid Form.

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 at 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 has read and accepted all addenda issued by the University prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, "None". 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 "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 proposal 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."

If the box is left blank, the proponent will be deemed to declare that: (1) there was no Conflict of Interest in preparing its proposal; and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated 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 proposal, 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, advisors, or in any other capacity (a) participated in the preparation of our proposal; AND (b) were an employee of the University and have ceased that employment within twelve (12) months prior to the Submission Date (Repeat above for each identified individual):

Name of Individual:
Job Classification (of last position with the University):
Department (where last employed with the University):
Last date of Employment with the University:
Name of last supervisor with the University:
Brief description of individual's job functions (at last position with the University):
Brief description of nature of individual's participation in preparation of the quote:

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

7. Disclosure of Information

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

8. Proof of Insurance

By signing the Submission Form, the proponent agrees, if selected, to provide proof of insurance coverage as required in the Form of Agreement. If selected, the proponent must provide proof of insurance coverage in the form of a valid certificate of insurance prior to the execution of the Agreement by the University.

Signature of Witness

Signature of proponent representative

Name of Witness

Name and Title

Date:

I have authority to bind the proponent

APPENDIX C - RATE BID FORM

PRICING – Pricing should only be included in the Rate Bid Form and nowhere else. Under no circumstances should pricing be included in any file that is uploaded to the Written Proposal slot or Additional Info slot. See click the link below to view the spreadsheet.

[Rate Bid Form](#)

APPENDIX D – REFERENCE FORM

Please note: The University requests three (3) references from clients who have obtained goods or services from the Proponent in the last three years similar to those requested in this RFQ.

References from Clients

Reference #1

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

Reference #2

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

Reference #3

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

APPENDIX E – SUBMISSION INSTRUCTIONS

Please follow these instructions to submit your documents electronically.

1 – Prepare to send the five (5) requested documents:

Name	Type	Requirement
Appendix A - Vendor's Form of Agreement, Terms and Conditions	File Type: PDF (.pdf)	Required
Appendix B - Submission Form and Bid Package	File Type: PDF (.pdf)	Required
Appendix C - Rate Bid Form	File Type: PDF (.pdf)	Required
Appendix D - Reference Forms	File Type: PDF (.pdf)	Required
Additional Info	File Type: PDF (.pdf) or weblink	Optional

Please note that only ONE (1) file can be sent for each Requested Document above. Please do not embed any documents within your uploaded files.

PRICING – Pricing should only be included in the **Rate Bid Form** (Appendix C) and nowhere else. Under no circumstances should pricing be included in any other files.

All Submissions should be sent via email to:

Dave Trudelle

Director of Student Life and Ancillary Services

Algoma University

dave.trudelle@algonau.ca