



REQUEST FOR TENDER

You are hereby invited to bid the lowest net prices, including all delivery charges for which you are prepared to furnish the merchandise or services described all in accordance with the Terms and Conditions contained in this document and other instructions as noted.

Unless otherwise stated, the lowest or any tender may not necessarily be accepted and the Company reserves the right to accept any portion thereof.

This bid is made entirely in accordance with the Terms and Conditions, which appear in this document. By your signature hereunder, it is deemed that you have read and agreed to all Terms and Conditions (unless otherwise noted) in the same manner as had the Terms and Conditions appeared above your signature.

FAILURE TO SIGN THIS DOCUMENT IN ALL APPROPRIATE AREAS MAY RESULT IN YOUR BID BEING REJECTED.

COMPANY NAME: _____

DATE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

PHONE NUMBER: _____

Your Tender, duly signed in all appropriate areas, must be received by the Tender Coordinator
Achév, 90 Burnhamthorpe Rd. West Suite 1404 Mississauga, ON L5B 3C3

ON OR BEFORE
5:00 P.M. TORONTO TIME, JUNE 30, 2022

IMPORTANT: Bids that are date and time stamped on the closing date (shown above) at
5:01 P.M. Toronto Time or later will be rejected.

**FAILURE TO STRICTLY COMPLY WITH THE ABOVE INSTRUCTIONS, INCLUDING
CLOSING DATE AND TIME, WILL RESULT IN YOUR FIRM'S TENDER BEING REJECTED.**



1) Terms and Conditions

Please review all Terms and Conditions in Appendix A

2) Intent

The intent of this document is to procure for Company, the good(s) and service(s) indicated in accordance with the specifications outlined herein. To this end, the evaluation process, in determining which bid will result in an award, will consist of consideration being given to: delivery, price, quality of goods and service offered, past performance as per references, and any special or extra costs involved therein, enhancement to minimum specifications, and bidder(s) qualifications (both financial and reliability). The award of this Tender will be on the basis of the most cost effective bid received in the sole and unfettered discretion of the Company.

3) Summary

With funding from Women and Gender Equality (WAGE), Achēv is implementing the Advancing Equity for Women and Girls project. Through consultation with stakeholders in the Greater Toronto Area (GTA) and key interventions with employers, the project will address systemic barriers to employment for immigrant and racialized women and promote their economic security and equality. Currently, Achēv is preparing to launch the project's consultation phase with the general public, from June to August 2022.

4) Background

About Achev

Achēv (<https://achev.ca/>) is a not for profit, progressive corporation located in Mississauga. We enhance the self sufficiency and effectiveness of individuals and organizations by offering customized education, training and career resource solutions. We have over 225 staff across 9 locations in the GTA.

Project Overview

Achēv's new project, [Advancing Equity for Women and Girls](#), funded by Women and Gender Equality (WAGE), aims to promote the economic security and prosperity of immigrant and racialized women in the Greater Toronto Area (GTA). Our team is preparing to launch the project's consultation phase with the general public, from June to August 2022.

5) Scope of Work for Consultancy

The overall consultancy will contribute to toward the creation of interventions with GTA employers (workshops, panel discussions and a toolkit) by:

- Conducting focus groups on systemic barriers, impact of COVID-19, and current practices of employers lived by immigrant and racialized women
- Creating a detailed mixed methods analysis of the data gathered through the focus groups
- Co-designing the creation of a toolkit for employers

The Consultant will be responsible for the following:

- Designing focus groups questionnaires for women, men and youth
- Conducting online or in person focus groups with women, men and youth
- Conducting appropriate data analysis on data gathered, including intersectional factors
- Preparing an analysis report with the focus groups findings
- Based on the data gathered, contributing to the creation of a toolkit for employers

The AEWG team will handle the logistics of recruiting participants and scheduling the focus groups



The consultant will be primarily home based. As needed, the consultant might travel within the GTA to meet with the AEWG team in their head office or to conduct in-person focus groups.

6) Qualifications of the Consultant

- Proven experience facilitating focus groups, online and in-person
- Proven experience producing qualitative or mixed methods analysis
- Knowledge on diversity, equity and inclusion; barriers to employment of racialized and immigrant women

7) Budget

We have a budget of up to \$15,000 for this work.

8) Tentative Scheduled Timetable

The following is a summary of key dates in the RFP process:

Event	Date
RFP Issue Date	June 7, 2022
Questions to be Submitted in Writing by	June 24, 2022
RFP Submission Deadline	June 30, 2022
Anticipated Agreement Start Date	July 11, 2022

Achēv shall make reasonable efforts to provide Proponents with written responses to questions that are submitted in accordance with Submission Requirements, subject to the provisions of this Section. All questions for information, instruction or clarification regarding this RFP must be submitted in writing and directed to the contact above no later than 5:00pm June 24, 2022 in order to allow Achēv staff sufficient time to respond. Achēv cannot guarantee a response to any questions received after this deadline. Achēv reserves the right to extend the deadline for questions if required.

9) Proposal Submission & Review Process

Please submit Expressions of Interest by 5:00pm June 30, 2022.

An Expression of Interest should include the following:

- CV
- Sample of previous work
- Quote for services
- Request for Tender, filled and signed

In addition to the details requested in this document, please attach any required documents to properly present your bid.

Proposals may be submitted in hard copy or electronically.

If submitting the proposal in **hard copy**, the following information is applicable. Agents or Agencies are required to submit only one (1) copy of their proposal. The copy must have original signatures. The proposal is to be sent to the Tender Coordinator at the address noted in section 14. The envelope should be clearly marked to the attention of the Tender Coordinator, who is the Company’s sole point of contact for this procurement.



If submitting the proposal **electronically**, the following information is applicable. Proposals being submitted electronically must be submitted as an attachment to an e-mail to Hodan Mohamed, Tender Coordinator, at email: hmohamed@achev.ca. Attachments to e-mail shall be in a pdf file format. The Company does not assume responsibility for any problems in the e-mail.

The proposal, whether mailed, couriered, e-mailed or hand delivered, must arrive no later than **4:00 local time in Mississauga, Ontario on June 30, 2022** to the address in **Section 11**.

10) Safety

Where applicable the regulations of The Occupational Health and Safety Act and WHMIS will govern any awards made by this Tender. The successful bidder(s) will be fully responsible to ensure the safety of all workers, students, staff and general public. Only competent and skilled personnel will be provided by the successful bidder(s) under this contract. The successful bidder(s) will be responsible to monitor adherence to safety standards and provide proper instructions to all of their staff.

If requested by the Company, the successful bidder(s) MUST supply Material Safety Data Sheets for all products offered.

All equipment provided MUST conform to the standards of the Occupational Health and Safety Act (Ontario) as same may be amended from time to time, and if electrical MUST be CSA or Ontario Hydro Approved and be in accordance with all other related local, provincial and federal ordinances.

It shall be the successful bidder(s) responsibility to ensure strict adherence to the above.

11) Site Examinations

If applicable, before submitting a Tender, the bidder(s) shall carefully examine the site(s) of proposed work, to become fully familiarized to the existing conditions and limitations and include in the Tender the total cost of all items contemplated by the contract. All bidder(s) MUST check in at the office prior to site examination. No allowance shall be made subsequently in this connection on behalf of the contractor for any error or negligence on their part.

12) Pricing

Prices entered on the bid documents shall be net prices, in Canadian Dollars, and shall include Duty, Custom Clearances, Exchange and all other charges. Goods And Services Tax and Provincial Sales Tax is to be shown separately where indicated on the bid documents.

In the event of any discrepancy between the unit price and the extended total price, the unit price shall govern. Where applicable your Tender must be extended and totalled.

If requested, please submit your price book and indicate what pricing structure would be applied to items other than those on this Tender.

Prices are to remain firm for the duration of the subsequent contract.

13) Billing

The Company may only process invoices once a bid has been accepted and a subsequent, signed contract is in place. Company requires detailed and timely billing to be done due to its obligations to its government funders. Company's payment terms are net 30 days.



14) Tender Coordinator: Hodan Mohamed
Coordinator, Advancing Equity for Women and Girls
Achev
90 Burnhamthorpe Rd. West Suite 1404
Mississauga, ON
L5B 3C3
AdvancyEquityforWomenandGirls@achev.ca

The Company, at its discretion and cost, may retain 3rd party advice in assessing and evaluating the proposals.

15) Bidder's Knowledge

The submission of a Tender shall be deemed proof that the bidder(s) is satisfied as to all the provisions of the Tender, of all the conditions which may be encountered, of what materials/services they will be required to supply, or any other matter which may enter into the carrying out conditions of the Tender, to a satisfactory conclusion. No claims will be entertained by the Company based on the assertion by the bidder(s) that they were uninformed as to any of the provisions or conditions intended to be covered by this Tender

16) Proprietary information / Public Disclosure

Materials submitted in response to this competitive procurement shall become the property of the Company.

All proposals received shall remain confidential until the contract, if any, resulting from this Tender, is signed by the Director of the Company and the apparent successful Contractor; thereafter, the proposals shall be deemed public records.

17) Discrepancies/ Omissions

Any bidder finding discrepancies or omissions in this document shall at once notify the Tender Coordinator necessary, a written addendum(s) will be sent by the Company to all bidder(s) who have received Tender documents. Bidder(s) may, during the bidding period, be advised by addendum of any additions, alterations or deletions to the specifications and other parts of this Tender document. All such changes shall be covered by the Tender and become a part of the Tender document and a copy of the addendum(s) must be returned with the Tender submission or your bid may be rejected.

18) Clarification of Proposal

The Tender Coordinator may contact the Agency for clarification of any portion of the Agency's bid. The Agency is also free to contact the Company at any time for clarification in an effort to submit the strongest possible proposal.

19) Costs to Propose

The Company will not be liable for any costs incurred by the Agency in preparation of a proposal submitted in response to this Tender, in conduct of a presentation, or any other activities related to responding to this Tender.

20) Amendment:

The Company reserves the right, in its sole and unfettered discretion, to amend the Tender for minor changes prior to the closing date without affecting the validity of the Tender.

21) Incomplete Tender:

The Company reserves the right, in its sole and unfettered discretion, to reject or waive minor errors contained in a Tender without having to disqualify the bidder.



22) Change in scope:

The Company reserves the right in its sole and unfettered discretion, to change the scope of the goods and/or services requested in this Tender and invite the re-submission of such Tender on or before the closing date, without necessitating a new Tender.

23) Negotiation Clause

The Company may, prior to and after contract award, negotiate changes to the scope of work, the type of materials, the specifications or any conditions with the successful or preferred bidder or one or more of the bidders without having any duty or obligation to advise any other bidder or to allow them to vary their bid prices as a result of such changes, and the Company shall have no liability to any other bidder as a result of such negotiations or modifications.

24) Disclosure certification:

The bidder hereby certifies that the bidder has disclosed all relevant facts to the Company and has acted in good faith in connection with the submission of the Tender. The bidder further covenants and agrees to provide such additional information and consents to the release of information regarding the bidder as may be reasonably requested by the Company for the purposes of evaluating such Tender, including, without limitation, the bidder's consent to the release of information pursuant to the provisions of the Municipal Freedom of Information and Protection of Privacy Act (Ontario), as same may be amended from time to time.

25) Indemnity

The Bidder will indemnify and save harmless the Company, its employees, officers, trustees and agents from and against any allegations, claims, costs, damages, expenses, suits, settlements, awards or proceedings (including without limitation legal expenses) penalties or fines arising out of:

- a) any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be or be alleged to be caused by or suffered as a result of the provision of all or part of the Services pursuant to this Agreement, except to the extent that such injury, loss or damage has been caused by the Company;
- b) any encumbrances upon or in respect of any materials, parts, work-in-progress or finished Software furnished to, or in respect of which payment has been made by the Company

26) Award Strategy

The Company reserves the right to award this Tender to one bidder, or more than one bidder, whichever is in the best interest of the Company. The following criteria will be evaluated and scored.

EVALUATION CRITERIA (EXAMPLES)	POINTS
Demonstrated Qualification and Experience	
Package details as per requirements	
Billing Capabilities / Online options	
Value Add	
Pricing	

27) Conflict Declaration

The bidder hereby represents and warrants that, to the best of the bidder's knowledge and belief, no actual or potential conflict of interest exist with respect to the submission of the bid document or performance of the contemplated contract other than those disclosed hereunder. The bidder confirms that, where the Company discovers that the bidder has failed to disclose all actual or potential conflicts of interest, the Company may disqualify the bidder or terminate any contract awarded to the bidder pursuant to this bid document process



28) Rejection of Proposals

The Company reserves the right, at its sole discretion, to reject any and all proposals received without penalty and not to issue a contract as a result of this TENDER.

APPENDIX A

TERMS AND CONDITIONS

1. Definitions

As used herein as well as in all specifications, Tenders, awards, contracts, etc., issued by the Company, the following definitions shall apply, unless otherwise indicated:

- a) **COMPANY:** Achēv
- b) **BIDDER:** Any individual, Firm, Company or Corporation submitting a Tender issued by the Company.
- c) **TENDER:** The documents comprising an invitation to bid for furnishing commodities or services.
- d) **CONTRACT:** The acceptance by the Company of a Tender by a Bidder to furnish commodities or services
- e) **VENDOR:** Any Individual, Firm, Company or Corporation to whom a contract is awarded against a Tender submitted.

2. Award:

- a) Unless otherwise stated the Company reserves the right to award by item, part thereof, groups of items, or parts thereof, or all items of the Tender and to award contracts to one or more Bidders submitting identical Tender as to price; to reject any and all proposals in whole or in part; to waive technical defects, irregularities and omissions if, in so doing, the best interest of the Company will be served.
- b) The Company reserves the right to make awards within approximately ninety (90) days from the date Tenders are opened unless otherwise specified in the Tender, during which period Tenders shall not be withdrawn unless the Bidder distinctly states in their Tender that the acceptance thereof must be made in a shorter specified time.
- c) A Bidder must be prepared, if requested, to present evidence of experience, ability, service facilities and financial resources necessary to meet satisfactorily the requirements set forth or implied in the Tender.
- d) All things being equal, preference will be given to commodities produced or manufactured in Ontario.

3. Proceedings Against the Company

The bidder represents and warrants that the bidder is not a party to any suits, actions, litigation proceedings, arbitration's, alternative dispute resolutions, investigations or claims (the "Claims") by or against or otherwise involving the Company and the bidder. The bidder acknowledges that the Company will reject the bid in view of current, pending or threatened litigation, arbitration, alternative dispute resolution or disputes involving the Company and the bidder. NOTE: "Certificate: The successful bidder(s) may also be required, at the discretion of the Company, to sign a Certificate in a form satisfactory to the Company confirming that the successful bidder(s) is not associated with any company involved in litigation with the Company."

4. General Provisions:

Vendor hereby covenants and agrees:

- a) To perform contract in accordance with the specifications and proposal under which the contract is awarded.
- b) To save the Company, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention article or appliance furnished or used in

- the performance of the contract of which the Contractor is not the patentee, assignee, or licensee.
- c)** To guarantee products against defective material of workmanship and to repair or replace any damage or marring occasioned during period of guarantee.
 - d)** To furnish adequate protection from damage for all work and to repair damage of any kind, for which the workpeople are responsible, to the premises or equipment, to their own work or the work of other vendors.
 - e)** To pay for all permits, licenses and fees, and to give all notices and comply with all By-laws and regulations of the Company.
 - f)** To carry such insurance as may be required by the Company, and to furnish satisfactory proof thereof when required by the Company.
 - g)** No alterations or variations of the terms of the contract shall be valid or binding upon the Company unless authorized in writing.
 - h)** Materials and supplies must be new items except as otherwise specifically stated in the Tender.
 - i)** If applicable, the successful bidder shall comply with the current work place hazardous materials information system (W.H.M.I.S.) Legislation and all future bills passed by the Ontario Legislature.
 - j)** The validity and interpretation of this contract, and of each clause and part thereof, shall be governed by the law of the Province of Ontario.
 - k)** The lowest or any Tender is not necessarily accepted.
 - l)** No oral explanation or interpretation will modify any of the requirements or provisions of this Tender document.
 - m)** Company reserves the right to alter the closing date in this Tender or to cancel this Tender without any penalty or cost to Company.