



REQUEST FOR PROPOSAL

Curriculum Developer

Submission Deadline: December 17, 2025

Request for Proposal

This request for proposal is to secure an Indigenous instructional designer/curriculum developer to assist with bringing the National Circle for Indigenous Medical Education's workshops to a higher level.

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Background

The National Circle for Indigenous Medical Education (NCIME) was a partnership between the Association of Faculties of Medicine Canada (NCIME), the Medical Council of Canada (MCC), the Indigenous Physicians Association of Canada (IPAC), the College of Family Physicians of Canada (CFPC), and the Royal College of Physicians and Surgeons of Canada (RC). The NCIME's mandate is to provide leadership, guidance, and knowledge translation (KT) tools to medical schools and medical education organizations across Canada. The resources developed by the NCIME are intended to inform the process of re-evaluating undergraduate and postgraduate medical education environments to ensure that they are welcoming and supportive of Indigenous learners and faculty while providing critical training and education in Indigenous health and safe, trauma-informed care for all faculty and learners. These resources are intended to guide medical schools and medical education organizations to meaningfully address the Truth and Reconciliation Commission Calls to Action on health care, the MMIWG Calls to Justice, and recommendations put forth by the In Plain Sight report, the findings of the Brian Sinclair Working Group, and recommendations made by Joyce's Principle, among others.

Providing culturally safe care, teaching, and learning environments requires systemic change and a reformation of how medical professionals are instructed and evaluated in Canada. The work the NCIME has undertaken has been developed and informed by a wide variety of Indigenous and non-Indigenous academics, experts, Elders, and medical professionals. With the leadership and support of the circle, national education organizations will support Indigenous leadership to inform the future of health service delivery.

In the first phase, the NCIME developed recommendations and improvements in the following working groups:

- Assessment of Indigenous Studies, Cultural Safety, and Anti-racism
- Anti-racism, Policies, Processes, and Implementation Support

- Indigenous Student Admissions and Transitions
- Indigenous Faculty Recruitment and Retention
- Improving Cultural Safety in Curriculum
- Indigenous Physician Wellness and Joy in Work

Phase II: Transition to the National Circle for Indigenous Medical Education

NCIME has refined its workforce to match the skills sets, knowledge and experience required for the successful implementation of Phase I outputs and those to be generated in Phase II including an Indigenous organizational governance model that meets the needs of the not-for-profit regulations but honours the inclusion of Elders and Knowledge Keepers as part of our governance. With the transition from a consortium to a national circle for Indigenous medical education a complete set of operational policies have been developed. NCIME has developed a bespoke integrated solution to achieve the main priorities of an independent IT platform. This is the inclusion of Enterprise Content Management, Data Management, Financial, Operational and Business Reporting, IT infrastructure, Website, and a data registry, including associated systems and managed services and a learning management system.

As a new national not-for-profit (April 2025) the NCIME demonstrates its self-determination within its unique governance model, framed within Indigenous ways of knowing, doing and being while respecting The United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) as the foundation that forms our core principles.

- **Integrity:** The NCIME will operate with the integrity of our ancestors in all aspects of our work and relationships, and with the best interest and support for Indigenous medical students and residents.
- **Accountability:** NCIME will be transparent and communicative in all our work, relationships, and reporting. NCIME acknowledges the responsibility we carry towards education for culturally safe health care delivery for First Nations, Métis, and Inuit Peoples.
- **Leadership:** Leadership within The NCIME is understood as the acknowledgement and support of the Indigenous leaders in medical education that form the Academic Advisory Council and respects the guidance provided by the Elders and Knowledge Keepers Council, and the fiduciary responsibility of the Board of Directors.

- **Consensus-based:** Guided by the organization's leadership, the NCIME seeks to ensure decisions are inclusive, participatory, cooperative, solution-oriented, and respectful of traditional values and knowledge.
- **Collaboration:** The NCIME, through its purposeful design, recognizes and respects the importance of collaboration among and between Indigenous and non-Indigenous leadership and organizations in medical education. These collaborations are unique and pivotal in fulfilling our mandate. The collaboration includes both partners and external stakeholders.

Governance

Our Governance model consists of collaborative councils working jointly towards achieving our mandate while centring Learners (Indigenous and non-Indigenous), Indigenous communities and Indigenous patients and families.

- **Board of Directors**
NCIME's Board of Directors is the governing body responsible for overseeing the organization's general strategic direction, financial management, and overall governance. The Board of Directors works closely with the Academic Advisory Council and the Elders and Knowledge Keepers Council to ensure alignment between NCIME's Indigenous governing principles and relevant legal and regulatory requirements.
- **Partnership Council**
The NCIME's Partnership Council consists of senior leaders of partner organizations who are committed to being active participants in advancing the vision and mandate of the NCIME on behalf of their respective organization.
- **Elders and Knowledge Keepers Council**
The Elders and Knowledge Keepers Council offer guidance on moral and ethical matters and participate in community decision-making processes. They are central to upholding the cultural vitality and resilience and leading the organization with the Academic Advisory Council and Board of Directors.
- **Academic Advisory Council**
NCIME Academic Advisory Council (AAC) are Indigenous leaders who provide knowledge, direction and guidance to the NCIME and its

stakeholders. Composed of representatives from the NCIME partner organizations and other leaders in Indigenous medicine, the AAC leads the organization and collaborates with the Elders and Knowledge Keepers Council, Board of Directors, and other stakeholders to advance the organizations mandate.



It is through these mutually respectful and reconciliatory approach that NCIME will continue to:

- Strengthen its relationship with the Collège des Médecins du Québec as supported by its leadership.
- Dialogue with the national Indigenous organizations to align and support mutual health priorities.
- Normalize the inclusion of Indigenous knowledge and traditional medicine within medical education as guided by our Elders and Knowledge Keepers.
- Align through collaboration with the Health Workforce Canada and the Indigenous Physicians Association of Canada, and,
- Establish the first Indigenous database of physician and learner data that is stewarded by an Indigenous governed organization under the auspices of the NCIME Indigenous Data Sovereignty Statement and Agreements.

Data Sovereignty Statement

The Sovereign Status of Indigenous Peoples rests with their nationhood, not with a country, organization, or third party. Our self-determination is not

dependent on Canada or the provinces and their laws. As the First Peoples, Indigenous societies pre-exist colonization and have pre-existing rights to any settlement on these lands. Organizations are not sovereign, and so they cannot claim the sovereignty that belongs to the nations themselves. The right to self-determination is a sovereign right that Treaties have affirmed, Section 35 of the Canadian Constitution and the United Nations Declaration on the Rights of Indigenous Peoples. The responsibility and task of settler organizations and Canada is to support Indigenous sovereignty. For medical schools and medical associations, their role is to enhance our sovereignty by cooperating and assisting in the sharing of pertinent information. This concrete step towards reconciliation can have a lasting impact and create a role for agency whereby the National Circle for Indigenous Medical Education can assist Indigenous Nations in asserting their sovereignty with their consent. ~Ovide Mercredi

1. Instructions to Vendors

1.1 Requests for Information

Vendors are solely responsible for ensuring that they have obtained all information necessary to prepare their proposal and for independently verifying such information. Although all reasonable efforts have been made, the NCIME does not warrant that any information provided is accurate, complete, reliable or sufficient. Vendors shall be deemed to have gathered all information necessary to perform their obligations under the RFP.

1.2 Vendors are expected to inform themselves with respect to all terms or conditions that may affect this proposal, and to ensure that they comply.

1.3 Vendors who find discrepancies or omissions in the information provided, or who have questions as to the meaning or intent of various aspects of the project, shall at once, notify the NCIME contact(s) identified in the RFP, who will, if necessary, provide written instructions, clarifications, or explanations.

1.4 Unless confirmed in writing by NCIME contacts or issued by addendum on the NCIME's website, vendors shall not take into consideration any verbal instructions, comments or answers to questions which purport to modify the RFP document.

1.5 All inquiries related to this RFP shall be submitted in writing, by email, to NCIME contacts.

2. Negotiation with Vendors

The solicitation of proposals does not in any way commit the NCIME to accept any proposal or to commence negotiations with any vendor.

Following the evaluation of the submitted proposals, the NCIME will consider entering into negotiations for a contract with any of the vendors it believes best meet the needs and expectations of the organization and offers the best overall content and value.

The NCIME reserves the right to negotiate with any or all of the vendors, including those vendors who have submitted a proposal that does not fully comply, either in material or non-material ways, with these RFP requirements.

2.1 Proposal Costs to Vendor Account

All costs required to complete the proposal of whatsoever nature, including but not limited to documents, reproduction, travel, meetings and toll calls, are the sole responsibility of the vendor.

2.2 Implied Acceptance of Terms and Conditions

By submitting a proposal, the vendor agrees to abide by the terms and conditions outlined in this RFP.

2.3 Separate Submissions for Technical and Costs

Vendors must submit their proposals via email in two separate and distinct PDF electronic documents. One electronic document to be marked “Technical” must contain details of the proposed solution, services, and approach (ex. no cost information or reference thereto) and the second electronic document to be marked “Financial” must contain only cost information (ex. cost estimation model).

Scope of Work

The incumbent will work closely with the NCIME to enhance our pre-developed workshops within the learning management system, Moodle. This work will include updating the look and feel to ensure that our continuing education material is highly engaging and adheres to NCIME branding standards.

NCIME Phase II advances Indigenous health through medical education reform and combating anti-Indigenous racism in healthcare. Leveraging

Phase I success, it will disseminate culturally safe educational materials, forge data sharing agreements with medical schools under an Indigenous data governance framework with annual data reporting and create a Scholars Portal to enhance collaboration among Indigenous health scholars. The project will also deliver programs for Indigenous faculty leadership and human resource planning, and deliver anti-racism training for medical educators, trainees, and staff. Through these activities, and active stakeholder engagement, NCIME aims to dismantle systemic healthcare barriers, promote capacity building with Indigenous health professionals, and establish an inclusive, anti-racist, and people-centered health care system. These efforts will ultimately lead to better health outcomes for Indigenous communities across Canada.

Overview

NCIME requires an Indigenous online instructional designer/curriculum developer who will be able to work efficiently to review and revise the NCIME's Cultural Safety and Assessment workshops to meet current online learning excellence in course design and ensure accessibility requirements are met.

Deliverables

1. Provide samples of like work.
2. Provide design philosophy for Indigenous materials.
3. Review the current Cultural Safety and Assessment workshops.
4. Provide a design plan for Cultural Safety and Assessment workshops.
5. Provide an implementation plan for Cultural Safety and Assessment workshops.
6. Provide a cost breakdown.

Experience and Knowledge

1. Submission should speak to your industry-specific experience for not-for-profit organizations, healthcare, medicine, and professional post-secondary education and Indigenous education methods.
2. Demonstrate knowledge in cultural safety and cultural competency.
3. Demonstrate advanced instructional design of Indigenous learning theory and methods.

Budget & Schedule

Issue Date of RFP	December 4, 2025
Deadline for proponent's questions related to RFP	December 11, 2025
Response from NCIME to questions related to RFP	December 12, 2025
Submission Date	December 17, 2025
Rectification Date	December 19, 2025
Contract Award Date	December 23, 2025
Contract Start Date	December 24, 2025
Contract Completion Date	March 13, 2026

Budget submissions should be itemized, presented in Canadian dollars, cover all costs, and include applicable taxes.

Rated Criteria

Submissions will be evaluated under the following criteria:

Criteria	Weighting (Points)
Relevant Experience and Qualifications	10
Proposed Approach	20
Capacity to meet deliverables required	25
Timeline	10
Pricing*	20
Suitability	15
Total Points	100

*Scored using relative pricing formula, see process documentation linked below for full details.

Contract

The successful proponent will be required to enter into negotiations for an agreement with the NCIME subject to the minimum terms outlined in appendices C. Proponents must indicate in their submission their acceptance of these terms. Proposals submitted without this indication will be disqualified and no further evaluation of the submission will be conducted.

Proposal Submission Instructions

Proposals will be limited to a maximum of 10 pages and submitted in English as a PDF to Sara Ayaruak-Thomson, Associate Project Manager,

sayaruakthomson@ncime.ca by the date noted above 5:00 p.m. EST, along with a completed RFP Acknowledgement Form. A rectification date will be set as noted above.

Requests for additional information may be directed to the above contact.

Early confirmation of intention to submit is appreciated, those who provide this indication will receive updates should any arise over the request period.

Proposals must be accompanied by completed Appendix A - Conflict of Interest Declaration.

Proposals must be accompanied by completed Appendix B – Confidentiality Undertaking.

Proposals must be accompanied by completed Appendix C – RFP Acknowledgement Form

APPENDIX A: Conflict of Interest Declaration

Vendors bidding on the NCIME's RFP for Executive Search are required to confirm that they do not have a conflict of interest in relation to the required work.

Declaration

I / we conducted all necessary internal inquiries and investigations to identify and have disclosed in writing to the NCIME any contracts or engagements or payments or purchase orders whether in the name of the vendor, its subcontractors or any otherwise associated entity, with an Industry Funding Organization / Industry Stewardship Organization or with a national service provider to Industry Funding Organizations for the supply of services or goods, regardless of value, from _____ to present.

To the best of our knowledge and belief, except as previously disclosed in writing to the NCIME, there is no

- a) financial relationship between any of the directors or officers of the NCIME and the vendor, its subcontractors, or any otherwise associated entity; or
- b) relationship of blood or marriage between any of the directors or officers of the NCIME and a partner, director or officer of the vendor, its subcontractors, or any otherwise related entity

I / we understand and agree that failure to fully disclose this information is sufficient cause for the rejection of the vendor's proposal or termination of any contract entered into with the vendor, based on or emanating from such proposal.

DATED this ____ day of _____ 202____

Company: _____

Name:

Title:

I have authority to bind the Company

APPENDIX B: Confidentiality Undertaking

To: The National Circle for Indigenous Medical Education

In consideration of the disclosure of the Confidential Information (as hereinafter defined) by the NCIME to the undersigned (the "Recipient"), the Recipient agrees as follows:

1. The term "Recipient" means any vendor, organization or person participating in the NCIME RFP dated December 4, 2025 and entitled RFP for Executive Search ("RFP"); the Recipient's employees, agents, owners, managers, consultants, associates, subcontractors, and the like are herein collectively referred to as the "Representatives".
2. The term "Confidential Information" means any information disclosed by the NCIME to the Recipient at any Information Session or otherwise, in respect of the RFP.
3. The information may be in the form of draft reports, final reports, Data call or other survey forms, data entered into a database, analysis and interpretation of data, supporting documentation, personnel information, financial information, internal memos, and documents, electronic and hard copy correspondence and all other information and verbal and/or written communications.
4. Confidential Information does not include any information which:
 - (a) was at the time of disclosure or thereafter became part of the public domain or was readily available to the public otherwise than by reason of a breach of this Agreement
 - (b) possession of the Recipient or was independently developed by the Recipient without the Confidential Information disclosed by the NCIME, or
 - (c) was required to be disclosed by law.
5. The Recipient shall not disclose and shall ensure that its Representatives do not disclose the Confidential Information without the prior written consent of an authorized representative of the NCIME and shall use and cause its Representatives to use the Confidential Information only for the purposes set out below.
6. The Recipient and its Representatives may use the Confidential Information to undertake the following tasks:

- develop a proposal for the NCIME's consideration with respect to the RFP
- develop and submit deliverables (e.g., reports) to the NCIME for the project described in
- the RFP
- consult with members of the NCIME, as necessary, to inform them about their deliverables

7. The Recipient agrees that it shall use all its best efforts and exercise appropriate due diligence, to safeguard the Confidential Information from misuse, loss, theft, publication, destruction, or the like, and has implemented suitable internal controls to do this.

8. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

DATED this ____ day of _____ 2024

Company: _____

Name:

Title:

I have authority to bind the Company

APPENENDIX C: RFP Acknowledgement Form

Terms & Conditions

Check the boxes below and sign this form to acknowledge and agree to the following terms. Include this form with your submission materials.

Acknowledgment of Non-binding Procurement Process

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

Ability to Provide Deliverables

☐ The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. The proponent represents and warrants its ability to provide the Deliverables required under the RFP in accordance with the requirements of the RFP for the fees proposed and has provided a list of any subcontractors to be used to complete the proposed contract.

Non-binding Price Estimates

☐ The proponent has submitted its proposed fees in accordance with the instructions in the RFP and Terms and Conditions of the RFP Process. 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.

Conflict of Interest

For the purposes of this section, the term “Conflict of Interest” means

(a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the NCIME in the preparation of its proposal that

is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or

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

ACKNOWLEDGEMENT FORM – NCIME RFP PROPOSAL SUBMISSIONS

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

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

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 NCIME to the NCIME's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

**Acknowledgement/signature page follows.*

Acknowledgement

☐ As an authorized representative, I confirm that I have read and understood the terms and conditions and I have met the submission requirements of the RFP.

Name of Witness

Signature of Witness

Signature of Proponent Representative
Representative

Name & Title of Proponent

I have the authority to bind the proponent

Date _____

NCIME PROCESS, TERMS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFPs)

No Guarantee of Volume of Work or Exclusivity of Contract

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

Agreement on Internal Trade

Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular tender call. For further reference, please see <https://www.cfta-alec.ca/cfta-alec>

Proposal Evaluation Process

Stages of Proposal Evaluation

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

Stage I – Mandatory Requirements, Submission and Rectification

Stage I will consist of a review to determine which proposals comply with our requirements. Proposals failing to satisfy the requirements as of the Submission Date and Time will be provided an opportunity to rectify any deficiencies. Proposals failing to satisfy the mandatory requirements as of the Rectification Date and Time will be excluded from further consideration. Proponents may be invited to an inquiry session by the review committee to provide a demonstration of the service and to answer questions the review committee may have.

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

Stage II – Evaluation of Rated Criteria

Stage II will consist of a scoring by the NCIME of each qualified proposal on the basis of the rated criteria, excluding Pricing. Proponents failing to meet the minimum threshold for any section will be excluded from further consideration in Stage III.

Stage III – Evaluation of Pricing

Stage III will consist of a scoring of the Pricing submitted which covers all foreseen costs. The evaluation of price will be undertaken after the evaluation of mandatory requirements, and any rated requirements has been completed and will only apply to proponents that have not been excluded in earlier stages.

Use of Relative Pricing Formula

Pricing will be scored based on a relative pricing formula using the rates as defined under C3 (Pricing). Under the relative pricing formula, each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on by dividing that proponent's price for that category into the lowest bid price in that category. For example, if a proponent bids \$120.00 for a particular category and that is the lowest bid price in that category, that proponent receives 100% of the possible points for that category ($120/120 = 100\%$). A proponent who bids \$150.00 receives 80% of the possible points for that category ($120/150 = 80\%$), and a proponent who bids \$240.00 receives 50% of the possible points for that category ($120/240 = 50\%$).

Lowest rate

----- X Total available points = Score for proposal with second-lowest rate

Second-lowest rate

Lowest rate

----- X Total available points = Score for proposal with third-lowest rate

Third-lowest rate

And so on, for each proposal.

Stage IV – Cumulative Score and Selection of Highest Scoring Proponent

At the conclusion of Stage III, all scores from Stage II and Stage III will be added and the highest-ranking proponent will be selected for contract negotiations in accordance with the Terms and Conditions of the RFP Process.

In a situation where one proponent cannot meet all the mandatory requirements, the RFP may be awarded to more than one proponent as a result.

Tie Score

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

Terms and Conditions of the RFP Process

1. General Information and Instructions

1.1 Proponents to Follow Instructions

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

1.2 Language of Proposals

Submissions should be made in English.

1.3 NCIME's Information in RFP Only an Estimate

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

1.4 Proponents Shall Bear Their Own Costs

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

2. Communication after Issuance of RFP

2.1 Proponents to Review RFP

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

(a) shall report any errors, omissions or ambiguities; and

(b) may direct questions or seek additional information

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

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

2.2 All New Information to Proponents by Way of Addenda

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

Such addenda may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by the NCIME.

2.3 Post-Deadline Addenda and Extension of Submission Date

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

2.4 Verify, Clarify and Supplement

When evaluating responses, the NCIME may request further information from the proponent or third parties in order to verify, clarify or supplement

the information provided in the proponent's proposal. The NCIME may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

2.5 No Incorporation by Reference

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

2.6 Proposal to Be Retained by the NCIME

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

3. Negotiations, Notification and Debriefing

3.1 Selection of Top-Ranked Proponent

The top-ranked proponent, as established via the proposal evaluation process, will receive an invitation to enter into direct contract negotiations with the NCIME.

3.2 Timeframe for Negotiations

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

3.3 Process Rules for Negotiations

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process and

in the Terms and Conditions portion of the Acknowledgement Form and will not constitute a legally binding offer to enter a contract on the part of the NCIME or the proponent. Negotiations may include requests by the NCIME for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the NCIME for improved pricing from the proponent.

3.4 Terms and Conditions as Starting Point

The terms and conditions of the RFP Process and in the Terms and Conditions portion of the Acknowledgement Form, are to form the starting point for negotiations between the NCIME and the selected proponent.

3.5 Failure to Enter into Agreement

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

3.6 Notification to Other Proponents

Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process. Once a contract is executed between the NCIME and a proponent, the other proponents may be notified directly in writing of the completion of this procurement process.

3.7 Debriefing

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

4. Prohibited Communications and Confidential Information

4.1 Prohibited Proponent Communications

The proponent shall not engage in any Conflict-of-Interest communications and should take note of the Conflict-of-Interest declaration set out in the Terms and Conditions portion of the Acknowledgement Form. For the purposes of this section, the term “Conflict of Interest” means

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

or

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

4.2 Proponent Not to Communicate with Media or Other Parties

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

Similarly, a proponent may not at any time directly or indirectly communicate about the RFP or any contract in negotiation or awarded pursuant to the RFP with any other parties, for example through the company website or any other

communication medium, without first obtaining the written permission of the NCIME Contact.

4.3 Confidential Information of the NCIME

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

the issuance of the RFP

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

4.4 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the NCIME. The confidentiality of such information will be maintained by the NCIME, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to the NCIME's advisers retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the NCIME Contact.

5. Procurement Process Non-binding

5.1 No Contract A and No Claims

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

5.2 No Contract until Execution of Written Agreement

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

5.3 Non-binding Price Estimates

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

5.4 Disqualification for Misrepresentation

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

5.5 References and Past Performance

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

5.6 Inappropriate Conduct

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

5.7 Cancellation

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

6. Governing Law and Interpretation

6.1 Governing Law

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