

The Calgary Board of Education (“**CBE**”) from time to time receives unsolicited offers or proposals from external parties seeking to provide goods or services to CBE (“**Unsolicited Proposals**”). As a public school district, CBE is bound by certain laws, rules and policies concerning procurement of goods or services.

CBE applies the following processes in respect of Unsolicited Proposals:

1. Unsolicited Proposals from external suppliers or vendors (“**Offerors**”) shall be sent to CBE in hard copy by registered mail or courier delivery to:

Procurement Services
The Calgary Board of Education
1221 8th Street, SW
Calgary, AB T2R 0L4

Attn: Manager, Procurement Services

Unsolicited Proposals should not be sent to or discussed by an Offeror with other CBE departments or personnel.

2. CBE’s Procurement Services will determine, at its sole discretion, whether the supply to it of goods or services referred to in the Unsolicited Proposal requires a competitive process in lieu of a sole sourcing process. Such determination shall be made by the Procurement and Accounts Payable Services on the basis of applicable Trade Agreements, laws and CBE policies as well as such other factors as it considers to be relevant in the circumstances. If a competitive process is determined to apply or the proposed goods or services are not of relevance or interest to CBE, the Procurement Services shall so advise the Offeror by mail or email within 180 days of the date of the Unsolicited Proposal.
3. Unsolicited Proposals submitted to CBE, at minimum:
 - (a) shall be dated and include the full address, telephone number, email address and primary contact personnel (and contact information) of the Offeror;
 - (b) shall be comprehensive, complete, detailed and accurate;
 - (c) shall be accompanied by written disclosure of any personal, business or monetary relationships between the Offeror and CBE or any CBE personnel or consultants;
 - (d) shall be of limited duration (ie. no greater than 12 months) in respect of the timing of the supply of goods or completion of services proposed;
 - (e) shall provide details of any proposed subcontractors to be retained by the Offeror to carry out any work in respect of the Unsolicited Proposal (including full names, addresses and scope of work to be subcontracted);
 - (f) shall refer to pricing in Canadian currency and subject to DDP (destination to designated site in Calgary), unless clearly stated otherwise. All pricing shall be

exclusive of taxes, including G.S.T. but shall include reference to tariffs, duties and other applicable rates and charges;

- (g) shall be open for acceptance by CBE and valid for a period of 180 days from the date of the Unsolicited Proposal;
 - (h) shall include the backgrounds and qualifications of Offeror's key personnel who will be involved in the provision of the goods or services and also include reference to its computer systems and capabilities (as applicable) and safety protocols and practices (if applicable);
 - (i) shall include a list of at least 4 references of customers or clients to whom Offeror has supplied similar goods or services, including contact names, telephone numbers, email and mailing addresses and the scope of and dates of the goods or services provided. CBE may contract all or any such references without further notice to Offeror;
 - (j) shall include complete information concerning the items of equipment, goods, services and/or support to be provided;
 - (k) shall include complete information concerning any warranties, representations and guarantees;
 - (l) shall outline any training of CBE staff to be offered in regard to implementation of any goods or services covered by the Unsolicited Proposal (such training to be carried out at no additional cost to CBE);
 - (m) shall specify time frames for delivery of the goods or services; and
 - (n) shall provide details concerning applicable insurances and WCB coverages to be maintained by Offeror during the period of provision of the goods or services.
4. Subject to paragraphs 2 and 3 above, CBE's Procurement Services may contact an Offeror to obtain further information concerning the Unsolicited Proposal.
5. In evaluating an Unsolicited Proposal that is not rejected pursuant to paragraph 2, the Procurement Services will consider various criteria, including without limitation, whether the Unsolicited Proposal complies with paragraph 3, the suitability/experience/qualifications of the Offeror, pricing, whether the Unsolicited Proposal aligns with CBE's mission/values, whether the operational and administration costs to CBE in pursuing the Unsolicited Proposal are acceptable to CBE, the results of reference checks and whether the Unsolicited Proposal provides added value or benefits to CBE.
6. In submitting to CBE an Unsolicited Proposal, each Offeror is deemed to acknowledge that:
- (a) CBE has the right to reject any Unsolicited Proposal pursuant to paragraph 2 above, for failure to comply with Paragraph 3 above or any provision of this process or for any other reason that it deems fit;

- (b) Offeror will not claim against CBE, its Trustees, superintendents, employees, consultants, agents and representatives for damages, costs or expenses of any
- (c) nature for any reason in respect of its Unsolicited Proposal and/or the process described herein and waives any and all such claims in that regard;
- (d) acceptance by CBE of an Unsolicited Proposal does not in itself constitute a binding legal relationship between CBE and Offeror and any such acceptance is further subject to execution of a formal agreement between CBE and Offeror in a format prepared by CBE and negotiated with the Offeror to the satisfaction of CBE and, in certain circumstances, may also be subject to approval by CBE's Board of Trustees and/or the Government of Alberta;
- (e) each Unsolicited Proposal and accompanying materials, presentations, demonstrations or activities on the part of Offeror related to the Unsolicited Proposal are prepared, made and/or submitted at the sole cost of Offeror. Upon submission to CBE, the Unsolicited Proposal and accompanying materials become the property of CBE and will not be returned by CBE to Offeror; and
- (f) information that an Offeror obtains as a result of this process concerning CBE or any CBE personnel and/or other students that is not then in the public domain shall be considered to be private and confidential and shall not be disclosed by Offeror, except on a confidential basis to its applicable personnel and professional advisors or as required by court order or compulsion of law. CBE shall use reasonable efforts to keep any non-public information contained in the Unsolicited Proposal confidential, except for disclosure to its applicable personnel, consultants, Trustees and/or the Government of Alberta or as required by court order or compulsion of law, but CBE provides no guarantee whatsoever with respect to confidentiality and shall incur no liability as a result of disclosure by or through it.