



Condominium
Authority of
Ontario

Request for Services (RFS)

Condominium Authority of Ontario

RFS No 04-20250213

Copywriting and Communications Support

P.O. Box 69038, RPO St. Clair Centre

Toronto, ON M4T 3A1

Issue date: February 13, 2025

Closing date: February 28, 2025

Issue Entity: Condominium Authority of Ontario

Contact:

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Contents

1. INTRODUCTION	3
1.1 INVITATION	3
1.2 BACKGROUND INFORMATION ABOUT THE CAO	3
2. SCOPE OF SERVICES	4
2.1 THE SCOPE OF SERVICES	4
3. TIMELINES	4
4. TERMS AND CONDITIONS FOR THE RFS PROCESS	5
4.1 SUBMISSION INQUIRIES	5
4.2 SUBMISSION INSTRUCTIONS	5
4.3 EVALUATION PROCESS	5
4.4 CONTRACT AWARD	6
4.5 CONFIDENTIALITY AND NON-DISCLOSURE	7
4.6 COST OF SUBMISSION	8
4.7 SAVE HARMLESS	8
4.8 DISPOSITION OF PROPOSALS AND SUBMISSIONS	8
4.9 BANKRUPTCY, INSOLVENCY OR CHANGE IN CONTROL	8
5. PROPOSAL REQUIREMENTS	8
5.1 MANDATORY REQUIREMENTS	8
5.2 POINT RATED REQUIREMENTS	9
5.2.1 KNOWLEDGE AND EXPERIENCE	9
5.2.2 QUALITY AND COMPLETENESS OF PROPOSAL	10
5.2.3 PRICE	10
6. FINANCIAL COMPENSATION	11

1. Introduction

1.1 Invitation

The Condominium Authority of Ontario (CAO), hereby issues this Request for Services (“RFS”) to acquire copywriting and communications support for CAO.

1.2 Background Information about the CAO

The Condominium Authority of Ontario (CAO) is a self-funded, not-for-profit corporation responsible for the administration of delegated provisions of the Condominium Act, 1998 and corresponding regulations as of September 2017. CAO is also responsible for the operations of the Condominium Authority Tribunal (CAT) which has authority to resolve prescribed disputes.

The policy changes that led to the creation of the CAO began in 2012 with the Ontario government’s extensive public review of the Condominium Act, 1998. Over an 18-month period, the Ministry of Government and Consumer Services (MGCS) led public consultations with owners, developers, condo managers, lawyers and mediators, who identified issues and made more than 2,000 submissions and more than 200 recommendations, with calls to strengthen consumer protection and support the needs of both current and future condo owners.

Consequently, the government created the Protecting Condominium Owners Act, 2015 (“PCOA”) which introduced significant changes to the Condominium Act, 1998, and paved the way for the establishment of the CAO and CAT.

The CAO aims to protect consumers and support condominium living by providing the following services and resources for condominium owners, residents, buyers, directors and managers across the province:

- Easy-to-use information to help owners and residents understand their rights and responsibilities;
- Free online resources, tools and guided steps to help condo owners and residents resolve common issues and disputes collaboratively;
- Mandatory training for condo directors elected or appointed after November 1, 2017 to help them understand their oversight and legal obligations;
- Easily accessible and cost-effective online dispute resolution service through the Condominium Authority Tribunal (CAT);

- Easy to navigate condominium returns system to allow corporations to file and update key information; and
- Publicly available and searchable Condominium Public Registry containing information on every condo corporation in Ontario.

For more information about CAO, please visit www.condoauthorityontario.ca.

2. Scope of Services

The outcome of the RFS is to identify and secure a vendor to provide copywriting and communications support.

This RFS is for 3 years, commencing on **April 1, 2025**.

2.1 The scope of services:

The successful vendor will provide ongoing ad-hoc support to CAO staff on projects that relate to providing plain language content that will be posted on our website, including any consumer protection guides.

3. Timelines

The timeline for selection will be as follows:

Activity	Timeframe
Issue RFS	February 13, 2025
Deadline for Questions by noon EST	February 21, 2025
Proposal Submission Deadline by noon EST	February 28, 2025
Proposal Evaluation Period	March 7, 2025
Notification of Successful Firm	March 18, 2025

All timelines in this proposal are tentative and may be changed by CAO at its sole discretion.

4. Terms and Conditions for the RFS Process

4.1 Submission Inquiries

All inquiries must be submitted electronically CAO no later than noon EST on **February 21, 2025**. Inquiries received after that time may not be responded to. Responses to inquiries will be shared with all Submitters. Please submit inquiries to the attention of:

Aleks Dhefto

RFSresponse@condoauthorityontario.ca

4.2 Submission Instructions

Provide an electronic submission in PDF format to the attention of Aleks Dhefto at RFSresponse@condoauthorityontario.ca. Submissions must be received on or before noon EST on **February 28, 2025**. It is the responsibility of the Submitter to ensure that the submission is received by the time and date specified.

By submitting a response to the proposal, the Submitter acknowledges that:

- The proposal submissions are irrevocable and open for acceptance for a period of 120 days following the proposal closing
- The Submitter will be responsible for all losses suffered or incurred by CAO arising from the Submitter's inability or failure to carry out the responsibilities under the proposal once notice of acceptance is provided to the Submitter by CAO
- The Submitter warrants that it is sufficiently experienced, properly qualified, equipped, staffed, organized, and financed to provide the services
- CAO may at any time cancel, amend or clarify this RFS by issuing a written notice to this effect to the Submitters. No Submitter may rely on any oral explanation or interpretation respecting this RFS by CAO or any of its representatives unless the information or instructions are provided in writing by the CAO RFS contact.

4.3 Evaluation Process

The evaluation process consists of a review of the mandatory requirements and the point rated requirements. Mandatory requirements are not assigned a point score. All Submitters must meet the mandatory requirements before proceeding to the point rated evaluation stage. Proposals that do not comply with all mandatory requirements may be

disqualified and not evaluated further. The proposal evaluation will be based on the point rate requirements as outlined in Section 5.2.

The evaluation is based on the information and documentation provided in the proposal, and it is recommended that each item in the point rated requirements be addressed in depth. The proposal should explain and demonstrate how the Submitter will carry out the work identified and satisfy the contract deliverables. Those responding to this RFS shall submit all data required herein in order for the proposal to be evaluated and considered for award. Failure to submit such data could result in disqualification of the proposal from further consideration.

The Evaluation Criteria will be as follows:

Criteria	Description	Rating
Knowledge and Experience	Education, References, Experiences/ Outcomes with similar projects and other not-for-profit organizations.	50%
Quality and Completeness of Proposal	Understanding of the scope of work and CAO's needs, project plan with timelines and breakdown of deliverables, organizational resources to complete work.	20%
Price	Evaluation of proposed total pricing; include details of hourly rate and costs for any anticipated additional expenses.	30%
TOTAL WEIGHTING		100%

More information regarding the type of information that CAO is looking for under each evaluation category can be found in Section 5.2, which details the Point Rated Requirements.

All decisions as to the degree to which a proposal meets the requirements of the RFS are solely within the judgment of the CAO Management.

4.4 Contract Award

CAO reserves the right to accept or reject proposal submissions, in whole or in part, to adjust the scope of work or to modify any term or condition, which has been provided to the Submitter at its sole and absolute discretion.

CAO does not bind itself to accept any proposal submission. CAO reserves the right to terminate the process without awarding the contract.

The awarding of the contract is subject to the availability of funds for this statement of work. Should all proposals received exceed the specified budgeted funds, CAO reserves the right to terminate the process without awarding the contract.

Each proposal will constitute an offer by the Submitter to enter into an agreement on the terms of that proposal. After the closing date, CAO may interview any Submitter and may seek clarification or additional information in respect of the Submitter's proposal.

CAO's interpretation of the contents of the official proposal documents shall prevail.

CAO will notify all Submitters of whether or not they have been selected as the successful candidate. Any material submitted by the Submitter that is to be considered confidential must be clearly marked as such and must include all applicable restrictions. All documentation and manuals submitted by the Submitter shall become the property of CAO unless requested otherwise by the Submitter at the time of submission.

4.5 Confidentiality and Non-Disclosure

The Submitter acknowledges that any and all information provided by CAO in connection with this RFS is confidential and proprietary to CAO and shall not be disclosed to anyone except as required in order to prepare the submission without the prior written consent and approval of CAO, which may be reasonably withheld.

Any material provided by the Submitter that is to be considered confidential must be clearly marked as such and must include all applicable restrictions. All documentation submitted by the Submitter shall become the property of CAO unless requested otherwise by the Submitter at the time of submission.

The Submitter, which if applicable includes its partners, officers, directors, employees, contractors, agents, co-venturers, shareholders and all persons or entities connected with or associated with the Submitter in any way ("the Submitter"), shall keep confidential and shall not communicate, release, disclose, copy, transfer, give or sell to any person or corporation or use for any commercial purpose all or any part of any information, including but not restricted to, lists, records, contracts, documents, data, proprietary designs, that is belonging to or obtained from or maintained by or through or about CAO or any of its employees, agents, or authorization holders under the FBCSA, which comes to the Submitter's knowledge or possession or control except as may be required in the course of the engagement of the Submitter's services by CAO or as CAO may separately approve in writing.

Unless CAO has given such a written release to the Submitter, the Submitter's obligations under this provision shall survive the term of the submission and be an

ongoing obligation, regardless of whether a particular contract for the Submitter's services is in existence or has been completed or CAO enters into a new contract for the Submitter's services or CAO is no longer using the Submitter's services or any other agreement or business relationship between CAO and the Submitter is terminated.

4.6 Cost of Submission

All costs incurred in the preparation and presentation to respond to this RFS in any way whatsoever will be wholly absorbed by the Submitter.

4.7 Save Harmless

By submitting a proposal, the Submitter agrees to protect and save harmless CAO against any damages, costs or liability for any injuries or damages to any person (including death) or property arising from acts or omissions of the Submitter, its employees or agents, any of which result from or are a consequence of the purchase or lease of goods and services from the Submitter's proposal.

4.8 Disposition of Proposals and Submissions

All materials submitted in response to this RFS will become the property of CAO and will be returned only at CAO's option and the Submitter's expense.

4.9 Bankruptcy, Insolvency or Change in Control

The Submitter shall notify CAO if he/she/it becomes bankrupt, insolvent or undergoes a change in control after submission of its proposal but before the awarding of the contract, which event shall constitute sufficient grounds for CAO to not award the contract to that individual/entity.

5. Proposal Requirements

The following sections outline the requirements for this RFS.

5.1 Mandatory Requirements

Mandatory requirements are not assigned a point score. A pass will be assigned for each item submitted that meets the requirements. If any component fails or contains an item that for any reason cannot be evaluated, it shall be deemed non-compliant, and the evaluation process will not continue to the next phase.

Submission Criteria:

- submitted by method noted above in section 4.2;

- contains signed cover letter accepting terms and conditions outlined in this RFS; and
- a covering letter signed and dated by a duly authorized signing officer agreeing to be bound by the terms and conditions of this proposal (unconditional acceptance) with confirmation at or before the time of closing that the mandatory requirements have been met;
- value added suggestions, if any;
- proposed personnel and their professional qualifications and related experience;
- a minimum of three references;
- a statement confirming that the submitter can meet all the requirements outlined in this RFS;
- any actual or perceived conflicts of interest;
- proposed project plan with a time schedule for completion; if applicable
- agreement to use the CAO's standard form contract, attached as Appendix A; and
- a quote for the scope of work, including estimate of travel, disbursements and any other anticipated incidental expenses.

5.2 Point Rated Requirements

5.2.1 Knowledge and Experience

In this section, CAO is looking for a description of the individual/firm and its relevant experience. The proposals will be assessed based on knowledge and experience in the areas. The following items should be addressed:

- a. The name of the individual/firm, address, telephone number, facsimile number, name of key contact person and email address of the key contact person.
- b. Outline knowledge and experience with projects of similar size and scope.
- c. Provide current curriculum vitae for each employee assigned to deliver the scope of work.
- d. Provide three (3) written references, at least one of which is from a not-for-profit organization or designated administrative authority with whom the Submitter has

worked within the last three years and provided relevant services that will demonstrate knowledge, experience and improvements made in similar projects. For each reference, the following information shall be provided:

- company name, primary contact person and phone number
- time and duration of service provided; and
- a written summary of services and outcomes of such services provided.

5.2.2 Quality and Completeness of Proposal

Proposals shall clearly state the consultant's understanding of the work to be performed and of the CAO's needs. Proposals must include a project plan with a focus on the scope of work, including the following:

- a. A proposed approach and methodology to achieve the desired outcomes;
- b. An assessment of the project timelines;
- c. Any risks that are perceived in completing the project and projected mitigation for those risks;
- d. Evidence of an organizational structure, including in-house resources to successfully manage and accomplish the tasks identified in the scope of work;
- e. A detailed breakdown of all the deliverables identified in the scope of work;
- f. A process to track and report work progress and successful completion of milestones; and
- g. A demonstrated commitment to corporate governance excellence and continuous improvement.

5.2.3 Price

The proposal should clearly establish the basis for remuneration as follows:

- a. Include collective and separate quotes for the components of the project.
- b. Estimation of the time required for each component of the project.
- c. Estimation of travel, disbursement and other anticipated incidental expenses. All anticipated additional expenses (i.e. travel, mileage, accommodations, etc.) must be stated separately.

- d. Hourly rates for any additional work beyond the scope of work.
- e. All pricing/fees are to be stated in Canadian funds.
- f. Applicable taxes should be stated separately.
- g. Outline standard terms for payment.

6. Financial Compensation

CAO will compensate the successful Submitter consistent with an agreed upon payment schedule.