



Ontario Education
Collaborative Marketplace

Marché Éducationnel
Collaboratif de l'Ontario

BANKING SERVICES

REQUEST FOR PROPOSALS

Issued by: Ontario Education Collaborative Marketplace

OECM Request for Proposals Number: #2013-175

Request for Proposals Issued On: October 24, 2013

Proponent's Proposal Submission Deadline: 2:00:00pm on December 5, 2013 Local Time
in Toronto, Ontario, Canada

Ontario Education Collaborative Marketplace shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed with a Supplier.

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation to prospective Proponents to submit Proposals for the provision of Banking Services (“Services”) on an as-and-when-required basis to support Ontario Colleges of Applied Arts and Technology (“CAAT”) as further described in Part 2 – Deliverables (the “Deliverables”).

This RFP is issued by Ontario Education Collaborative Marketplace (“OECM”).

1.2 Ontario Broader Public Sector Procurement Directive

OECM Clients are obligated to adhere to the Ontario Broader Public Sector (“BPS”) Procurement Directive effective April 1, 2011 issued by the Ontario Management Board of Cabinet.

The purpose of the directive is:

- To ensure that goods and services, including construction, consulting services, and information technology are acquired by BPS organizations through a process that is open, fair, and transparent;
- To outline responsibilities of BPS organizations throughout each stage of the procurement process; and
- To ensure that procurement processes are managed consistently throughout the BPS.

The directive applies to all CAATs in Ontario.

The goal of the BPS supply chain code of ethics is to ensure an ethical, professional and accountable BPS supply chain in Ontario through:

- i. Personal Integrity and Professionalism.
- ii. Accountability and Transparency.
- iii. Compliance and Continuous Improvement.

Visit the following website for the complete BPS Procurement Directive document - http://www.fin.gov.on.ca/en/bpssupplychain/documents/bps_procurement_directive.html.

1.3 Overview of Ontario Education Collaborative Marketplace

OECM, incorporated in 2006, is a non-for-profit/non-share corporation that leads collaborative strategic sourcing initiatives to lower costs and increase efficiencies for publicly assisted School Boards, Colleges and Universities as well as other BPS entities.

Working in collaboration with Clients, OECM:

- Establishes, promotes and manages non-mandatory agreements for products and services commonly used throughout their Client community;
- Supports Client’s access and use of OECM agreements through analysis, reporting and the development of tools, guides, and other materials; and,
- Actively promotes adherence to the Ontario BPS Procurement Directive in all phases of the sourcing and agreement lifecycle.

For more information about OECM, please visit <http://www.oecm.ca/>.

1.4 OECM Geographical Zones

OECM Clients are located in five (5) geographical Zones (as set out below and in Appendix H) throughout the Province of Ontario.

- Central Zone;
- East Zone;
- North East Zone;
- North West Zone; and
- West Zone.

1.5 Zone Information for Ontario Colleges of Applied Arts and Technology

OECM supports collaborative sourcing initiatives for twenty-four (24) CAATs. The number of CAATs per Zone is set out below and further illustrated in Appendices H and I.

Zone	# of CAATs
Central Zone	12
East Zone	3
North East Zone	5
North West Zone	1
West Zone	3
Totals:	24

1.6 OECM Client Working Group

The following OECM CAATs have been involved with the development of the requirements set out in this RFP:

CAATs	CAAT's Website
The Algonquin College of Applied Arts and Technology	www.algonquincollege.com
Durham College of Applied Arts and Technology	www.durhamcollege.ca
The Fanshawe College of Applied Arts and Technology	www.fanshawec.ca
The Lambton College of Applied Arts and Technology	www.lambton.on.ca
St. Lawrence College of Applied Arts and Technology	www.stlawrencecollege.ca

The above Clients are **not**, in any way, obligated to participate in any Agreement resulting from this RFP. However, they and any other CAAT may choose to participate at any time during the Agreement Term.

1.7 Banking Services Transaction Activity

Recently OECM collected historical banking activity data from five (5) CAATs. The data, representing two (2) fiscal years (i.e. 2011 and 2012), illustrated the following:

- The average monthly balance was over \$73.9 million across 37 bank accounts;
- Almost 140,000 total transactions (inflow and outflow) consisting of 68 percent in payments and 32 percent in deposits; and

- Approximately \$843.7 million of inflowing transactions and \$887.5 million of outflowing transactions occurred.

Historical data from the other CAATs remains unknown.

1.8 Objective of this RFP

The primary objective of this RFP is to procure Services for OECM Clients across the Province of Ontario to access a wide range of banking needs as described in Part 2 – The Deliverables.

The purpose of this RFP process is to select a Supplier that can provide:

- A variety of quality Services to Clients demonstrating value for money;
- Aggregate Client's business/volume during the Term of the Agreement - resulting in demonstrated savings, for all Clients throughout the Province;
- A responsive transition/implementation plan for Clients;
- Excellent, timely customer support;
- Enhanced fraud protection and prevention for all Clients;
- A demonstrated ability to identify, address and correct issues/opportunities, without increasing costs; and
- Safe, secure and reliable banking Services.

1.9 Type of Agreement for Deliverables

It is OECM's intention to enter into an Agreement ("Agreement") with one (1) Preferred Proponent for the provision of the Deliverables to Clients who execute a Client Supplier Agreement ("CSA").

OECM will negotiate a Form of Agreement with the Preferred Proponent, based on the terms and conditions set out in Appendix A of this RFP. OECM recognizes that Appendix A of this RFP may not contain all the terms and conditions ordinarily required in a contract for the Deliverables. Therefore, the Proponent must complete and submit Appendix G – Compliance with Agreement setting out its requirements, including any additional schedules, appendices, addenda, or other contractual attachments normally used in contracting for the Deliverables requested in this RFP.

The Term of the Agreement is intended to be for a period of five (5) years, with an option in favour of OECM to extend the Term of the Agreement on the same terms and conditions for up to one (1) additional period of up to five (5) years.

Clients participating in the Agreement will execute CSA's with the Supplier as attached in Appendix A. The Supplier and Client, when executing a CSA, may mutually agree to additional terms and conditions ensuring the additional terms and conditions are not in any way inconsistent with the Form of Agreement agreed to by OECM and the Supplier.

Any CSA signed by a Client and the Supplier should include all necessary terms, as appropriate to the Client, and take into account the Client's incorporating legislation or documents.

The Client shall make its own enquiries and satisfy itself as to the suitability of the Supplier or its Services for the Client.

There are many Clients in Ontario carrying out a broad range of functions and duties. Depending on how the Client is established and its mandate, it may or may not disburse or receive Public Money as defined in Sections 1(1), (3), (4) and (5) of the *Financial Administrative Act* (Ontario) ("Public Money"). Public Money is money that belongs to Ontario and is received or collected by the Minister of Finance or by any other public officer or by any person authorized to receive and collect such money.

Where a Client administers Public Money, it is responsible for ensuring that it complies with the *Financial Administration Act* (Ontario) obligations for the appropriate management and administration of Public Money and these responsibilities will inform the contents of the Client Supplier Agreement entered into between such Client and the Preferred Proponent.

The Supplier agrees that the Client is subject to the *Financial Administration Act (Ontario)* and if the Client notifies the Supplier in writing of a conflict between the manner in which the Deliverables or any other banking Services are being provided under the Agreement and the *Financial Administration Act (Ontario)*, then the Supplier and the Client shall consult with each other to ascertain ways and means of resolving such conflict, provided that, nothing shall obligate any party to violate the laws of Canada or any law or regulatory authority applicable to it and the Client Supplier Agreement shall be interpreted accordingly.

It is anticipated that the Agreement will be executed on or about April 2014. The Agreement must be signed before the provision of any Deliverables commences.

The resulting Agreement, if any, shall include the terms and conditions as set out in Appendix A and include the Rates, terms, and conditions as specified in this RFP.

1.10 Limited Negotiations

The Preferred Proponent may enter into limited negotiations with OECCM with respect to the terms and conditions set out on the Proponent's submitted Appendix G and any reduction in Rates and or any increase in benefits to OECCM Clients related to any negotiated outcome.

Proponents are advised that in the course of limited negotiations, OECCM will not agree to Rates that exceed those in the Proponent's Rate Bid Form or to changes, modifications or variations to the Form of Agreement (Appendix A) that in OECCM's opinion are beyond the scope of the limited negotiations.

OECCM will review Appendix G and take it into consideration when drafting the Form of Agreement to apply to the provision of the Deliverables hereunder. To the extent that any portions of the information contained in the Preferred Proponent's Appendix G are incorporated into the Form of Agreement, the wording must be acceptable to OECCM and be consistent with the terms and conditions of this RFP. Therefore, OECCM may negotiate amendments to the terms and conditions of the Agreement where OECCM sees fit in order to clarify wording, responsibilities, liabilities or other performance related clauses; and to provide appropriate context to align the content of OECCM's proposed structure without altering the primary function of the Agreement.

OECCM reserves the right to terminate negotiations of clauses of the Agreement or Appendix G with the Preferred Proponent, in OECCM's sole and absolute discretion, at any time and will not be held accountable to the Preferred Proponent as a result of OECCM exercising this right to terminate.

Subject to the outcome of limited negotiations, the Preferred Proponent will be required to enter into an Agreement, pursuant to Part 4 of this RFP.

Under this RFP, a Proponent may elect not to enter into limited negotiations by noting on Appendix G that it has read, understood and agrees to all terms and conditions of the Agreement. In that case, if the Proponent is the Preferred Proponent, it will be required to enter into an Agreement as set out in Appendix A, pursuant to Part 4 of this RFP.

OECCM makes no commitment to extending the limited negotiations procurement model to any other procurement upon completion of this RFP. Proponents are advised that the Agreement as set out in Appendix A to this RFP, which may be modified as a result of negotiations that may take place pursuant to this RFP, will not in any way be precedent setting, or bind OECCM with respect to any other procurement.

1.11 Client Agreements

To encourage the use of the Agreement resulting from this RFP, OECCM and the Supplier will work together to engage Clients in this sourcing initiative.

OECCM encourages the Supplier to actively market the Agreement to Clients by:

- Promoting and executing the Agreement within the Client community;
- Providing excellent customer and technical service;
- Providing a well-defined implementation plan with applicable Client involvement; and
- Identifying opportunities for Clients to improve their banking services.

OECM will promote the use of the Agreement with Clients by:

- Using online communication tools to inform and educate;
- Holding information sessions and or webinars, as required;
- Attending, where appropriate, Client events;
- Facilitating Agreement execution;
- Providing effective business relationship management;
- Facilitating issue resolution; and
- Continuously marketing improvement opportunities.

1.12 Proponent Consortium Information

Where a consortium is responding to this RFP, the following shall apply:

- One (1) of the members of the consortium shall identify itself as the Proponent and shall complete, sign, and submit with its Proposal the Form of Offer (Appendix B) on behalf of the consortium;
- The Proponent must also complete, sign and submit the Consortium Information (Appendix F) listing all other consortium members and what each will supply; and
- The Proponent shall assume full responsibility and liability for the work and actions of all consortium members with respect to the obligations to be assumed pursuant to this RFP.

1.13 No Guarantee of Volume of Work or Exclusivity of Agreement

The information contained in the RFP constitutes an estimate and is supplied solely as a guideline to the Proponent. Such information is not guaranteed, represented, or warranted to be accurate, nor is it necessarily comprehensive or exhaustive.

Nothing in this RFP is intended to relieve the Proponent from forming its own opinions and conclusions with respect to the matters addressed in this RFP. Transaction activity described is an estimate only and may not be relied on by the Proponents. Estimates are intended to be used by OECM for the purpose of evaluating the Proposals.

The Agreement executed with the Supplier may not be an exclusive Agreement for the provision of the Deliverables. Clients may contract with others for the same or similar Deliverables to those described in this RFP.

1.14 No Liability of the Crown

Unless approval has been given under the FAA and only to the extent that such approval permits, none of OECM, any Client or any Proponent (including the Supplier) shall have remedy, recourse or right against the Crown, the Province of Ontario or any Minister or Ministry of the Province of Ontario, in respect of this RFP or the provision of Deliverables pursuant to an Agreement.

1.15 Rules of Interpretation

This RFP shall be interpreted according to the following provisions, unless the context requires a different meaning:

- Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender;
- Words in the RFP shall bear their natural meaning;
- References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”;

- In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words;
- Unless otherwise indicated, time periods will be strictly applied; and
- The following terminology applies in the RFP:
 - Whenever the terms “must” or “shall” are used in relation to OECM or the Proponent, such terms shall be construed and interpreted as synonymous and shall be construed to read “OECM shall” or the “Proponent shall”, as the case may be.
 - The term “should” relates to a requirement that OECM would like the Proponent to address in its Proposal.
 - The term “will” describes a procedure that is intended to be followed.

1.16 Definitions

Unless otherwise specified in this RFP, capitalized words and phrases have the meaning set out in the Form of Agreement attached as Appendix A to this RFP.

“Agreement” means the formal agreement to be made between the Supplier and a Client based on the template attached as Appendix A, together with all schedules and appendices attached thereto and all other documents incorporated by reference therein, as amended from time to time by agreement between OECM and the Client;

“Applicable Law” means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time;

“Business Continuity Plans” means the documents created by the Proponent which describes how the Proponent will maintain continuity of its operations and its commitment and ability to provide to the Clients the Deliverables identified as time critical during an event of force majeure, or other emergency, disaster or disruption;

“Business Day” means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m., except when such a day is a public holiday, as defined in the *Employment Standards Act* (Ontario), or as otherwise agreed to by the parties in writing;

“Broader Public Sector” or **“BPS”** means all Municipalities, Academic Institutions, School Boards, Health Care Providers and Major Transfer Payment Recipients in the Province as set out in the Ontario *Broader Public Sector Accountability Act, 2010*. Please see <http://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/EN/bpsdef.html> for more details of these organizations;

“Canadian Payments Association” or **“CPA”** means the not-for-profit organization that operates and maintains national systems for the clearing and settlement of payments and other arrangements for the making or exchange of payments;

“Client” means publicly assisted Ontario College of Applied Arts and Technology established under the *Ontario Colleges of Applied Arts and Technology Act, 2002* that may acquire the Deliverables under the resulting Agreement;

“Client Supplier Agreement” or **“CSA”** means the agreement in the form of Schedule 2 of the Form of Agreement to be entered into between the Supplier and a Client setting out specific Deliverables required by the Client, along with any additional terms and conditions contained therein (e.g. Client’s regulatory obligations, binding directives, etc.);

“Confidential Information” means confidential information of OECM and or any Client (other than confidential information which is disclosed to the Preferred Proponent in the normal course of the RFP) where the confidential information is relevant to the Deliverables required by this RFP, its pricing or the evaluation process;

“Conflict of Interest” means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, 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 obligations under the Agreement;

“Deliverables” means the banking services identified in this RFP to be delivered or provided by the Preferred Proponent in accordance with the requirements set out in this RFP during the Term of the Agreement;

“Eligible Proposal” means a Proposal that meets or exceeds a prescribed requirement, allowing it to proceed to the next stage of evaluation;

“FAA” means the *Financial Administration Act*, R.S.O. 1990, c. F.12, as amended;

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, and all regulations adopted thereunder, in each case, as amended or replaced from time to time;

“OECM” means the Ontario Education Collaborative Marketplace;

“OECM’s Deadline for Issuing Final Addenda” means the date and time set out in Section 4.1.1 of this RFP as may be amended from time to time in accordance with the terms of this RFP;

“Personal Information” has the meaning set out in the Agreement;

“Preferred Proponent” means the Proponent that OECM has identified as the highest scoring Proponent in accordance with the evaluation process set out in this RFP;

“Proponent” means an entity that submits a Proposal in response to this RFP and, as the context may suggest refers to a potential Proponent;

“Proponent’s Proposal Submission Deadline” means the Proposal submission date and time as set out in Section 4.1.1 and may be amended from time to time in accordance with the terms of this RFP;

“Proposal” means all of the documentation and information submitted by a Proponent in response to the RFP;

“Rates” means the prices for the Deliverables as set out in the Proponent’s submitted Appendix C;

“Rate Bid Form” means the form contained in Appendix C of this RFP;

“Request for Proposals” or **“RFP”** means this Request for Proposals #2013-175 issued by OECM for the provision of Banking Services, including all amendments or addenda thereto;

“RFP Coordinator” means the individual identified in Section 4.2.1;

“Services” means all the services, and work to be provided or performed by the Supplier, under the Agreement, and includes everything that is necessary to be supplied, done, or delivered by the Supplier;

“Subcontractor” includes the Supplier’s subcontractors or third party service providers or its respective directors, officers, agents, employees or independent contractors, who shall fall within the meaning of Supplier for the purposes of the Agreement;

“Supplier” means a Preferred Proponent who has assumed full liability and responsibility for the provision of Deliverables to a Client pursuant to an Agreement;

“Term” has the meaning set out in Section 1.9; and

“Unfair Advantage” means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to OECM and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFP process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness.

[End of Part 1]

PART 2 - THE DELIVERABLES

2.1 Description of Deliverables

The Supplier will deliver a broad range of Services to meet the banking needs of Clients including cash management, short-term investments, short-term borrowing, online banking, fraud prevention, implementation, training, and customer support allowing Clients to manage their financial operations effectively within their organizations.

It is expected that most, if not all, of the requirements can be met through standard product offerings without significant customization. Clients recognize the challenges posed by customizations and special arrangement and wish to refrain from such arrangements wherever possible.

The scope of this RFP enables ongoing opportunities for a Supplier to work with Clients on innovative and flexible approaches to banking Services. Clients want the ability to assess its banking needs and cash management procedures in order to eliminate manual procedures, improve cash flow, increase processing efficiency, and increase investment yields. Therefore, the ability of the Supplier to provide an in-depth review of cash management techniques is required.

The Supplier will be expected to work in a cooperative relationship with the Clients and be flexible, innovative, and creative as Clients undertake more electronic commerce initiatives, electronic banking Services, re-engineers its core business activities, and explores alternative delivery methods for acquiring banking Services.

The following are **out of scope** of this RFP:

- Accounts payable processing services;
- Armoured car services;
- Capital and operating leases;
- Debit and credit card processing services, also referred to as merchant services;
- Endowment funds;
- Long-term borrowing;
- Long-term investments; and
- Purchasing cards.

2.2 Proponent Experience and Qualifications Requirements

Each Proponent must:

- Be a Large Value Transfer System participant and an Automated Clearer Settlement System direct and group clearer under the Canadian Payments Association membership rules;
- Be a Schedule 1 bank pursuant to the *Bank Act (1991)*; and
- Have physical branch locations across Ontario.

2.3 Cash Management

Cash management is the handling of a Client's monetary holdings, with the ultimate goal of maximizing liquidity while minimizing operation, and financial risk – including, but not limited to bank account management, foreign currency exchange services, and overdraft protection.

2.4 Bank Account Requirements

To meet the varied needs of Clients, the Supplier shall provide multiple bank accounts to support the Client's day-to-day business needs.

Clients shall not be required to maintain a minimum monthly balance in any of their bank accounts.

2.5 Bank Account Activities

Clients require the ability to make secure and confidential deposits (i.e. cash inflows) and payments (i.e. cash outflows) in to and out of their bank accounts. The Supplier will provide same day credit for deposits made.

Below is a list of the various methods that may be used:

Bank Account Activities	Deposits	Payments
At Branch Locations	X	X
Automated Clearing House		X
Certified Cheques		X
Coin and Cash Services	X	X
Drafts		X
Electronic Funds Transfer (EFT)	X	X
Night Deposits	X	
Payroll Distribution Services		X
Pre-Authorized Payments	X	X
Transfers	X	X
Wholesale Lockboxes	X	
Wire Transfers	X	X

Below are some examples of how Clients may use the above bank account activities:

- **At Branch Locations**
 - The Supplier must provide the Clients with this local branch Service (e.g. bill payment).
- **Automated Clearing House Credits**
 - Enables Clients to debit or credit a customer/vendor in the United States electronically.
- **Electronic Funds Transfer**
 - Increasingly, payments (e.g. employee payroll) are made by direct deposit. Electronic files containing payee information will be provided to the Supplier for the administration of the direct deposits and payments.
 - The Supplier shall ensure deposits and payments are available through secured online banking, according to the Client's instructions (e.g. timing). The Supplier shall ensure immediate delivery of confirmation notices for receipt and processing files transmitted.
- **Night Deposits**
 - Clients may require the use of night deposit drop boxes (with key access), permitting them to deposit cash, and cheques outside of the Suppliers normal Business Hours for processing on the next Business Day.

- **Payroll Distribution Services**
 - Some Clients may process their payroll electronically for direct deposit to its employee's bank accounts. Payment files are uploaded to and reports are accessed through online banking.
- **Pre-Authorized Payments**
 - Clients currently use pre-authorized payment plans for property taxes, parking, and other bill payments within their organizations. Payment files are uploaded to banking software at specific intervals (e.g. bi-monthly, monthly) and reports are accessed through online banking. Same day credit for transactions processed each day shall be provided, through the Supplier's online reporting tools.
- **Transfers**
 - Clients require the ability to transfer funds between accounts and to selected payees through the Supplier's online reporting tool.
 - At times, phone based mechanisms are used to make a daily transfer of balances between bank accounts at various financial institutions.
- **Wholesale Lockboxes**
 - A Service provided by the Supplier to Clients for receipt of payment from Client's customers. Under this Service, the payments made by customers are directed to a special post office box, rather than going to the Client directly. The Supplier will go to the box, retrieve the payments, process it, and deposit the funds directly into the appropriate Client's bank account.
- **Wire Transfers**
 - The Clients are occasionally required to make vendor payments and other payments in Canadian or US currency and will require an online option to make such payments by wire. The Supplier shall ensure that the payments are made within a secured online environment, with the appropriate confirmation tools in place. Immediate confirmation from the Supplier is expected.
 - The Supplier must provide the Clients with the tools to accept incoming wire payments into their Canadian and US bank accounts. Foreign payments are to be converted to the currency of the account they are deposited to. The Supplier shall provide complete details, in real-time, for all wire transactions.
 - Clients require a credit for the full amount of incoming wires. Incoming and outgoing wire fees are to be added to monthly bank service invoices and should not be deducted from individual credits or debits.
 - Clients require same day value of payments until at least 4:00pm for online payments, with a fail-safe manual process to effect payments until at least 5:00pm for rush or emergency payments.
 - The average turnaround time for responding to wire transfer inquiries is within four (4) Business Hours of the Client's inquiries on previous days instructions related to non-receipt or non-payment.
 - To ensure business continuity and timely settlement of financial obligations, Clients request that a stand-by manual alternative to electronic means be readily available in the event of a system or communication failure or in case of an emergency. This manual alternative is to operate within the same cut-off times as the electronic means.
 - Due to the time sensitivity of the interest on debt and maturity wire payments, payments must be released by the Supplier by 10:00am on value date. Due to timing differences between outgoing funds and incoming funds these accounts may be in a negative position for a period of time during the day, however the Client aims to have net zero balances on a daily basis by the end of each day.

- The Supplier must provide electronic files in file formats that can be uploaded into the Client's financial system.
- Clients are prepared to provide advance notice and work with the Supplier to ensure such payments are made on a timely and efficient basis.

2.5.1 Deposit Banking Supplies

Due to legislative restrictions under the FAA, no charges for bank deposit slips and night deposit bags for Clients are permitted to be deducted from such accounts. It is the Client's preference that fees incurred for replenishing of such supplies, be centrally collated by the Supplier and then included within the detailed monthly billing statement.

2.5.2 Deposit Error Correction

It is the Client's preference that adjustments for deposit overages/shortages correction are made directly to the deposit concentrator bank accounts. The Client requires that the bank statement description (paper copy and Bank Administration Institute (BAI) file) should reference original deposit information including date, location number, and slip number.

2.5.3 Cheque Fraud Protection and Prevention

Clients currently use a range of cheque fraud protection and prevention services (e.g. positive pay with payee match) for incoming and outgoing cheques. The Supplier shall provide various cheque fraud protection and prevention services, such as:

- Positive pay;
- Positive pay with payee match;
- Negative pay (reverse positive pay);
- Various online services including:
 - Cheque imaging;
 - Cheque inquiry and viewing;
 - Cheque serial number sorting services; and
 - Online cheque paid file receiving.

2.5.4 Cleared Cheques

Cleared cheques shall be provided to Clients at no cost through:

- Cheque imaging – allowing Clients to search, view, download and print images; and
- An electronic file provided monthly, allowing Clients to search, retrieve, download, view, and print cheque images.

2.5.5 Certified Cheques

Clients may require certified cheques from time to time. Clients may consider bank drafts or money orders as approved equivalents.

2.5.6 Cheque Reconciliation

Clients require daily electronically transmitted paid cheque files for reconciliation purposes.

2.5.7 Concentrator Services

The Supplier shall, where requested, consolidate cash into a central bank account for improved cash control and visibility.

2.5.8 Sweep Accounts

The Supplier shall provide sweep accounts to Clients. The deposits made are swept each day to designated concentrator bank accounts and the concentrator bank accounts are in turn cleared each day to designated general Client accounts.

2.5.9 Interest Earned

Interest earned on the daily net closing position of all bank accounts shall be paid to Clients monthly on the average daily balance. Interest is deposited in the Client's accounts by credit memo or approved equivalent no later than the fifth Business Day following the period for which the interest was earned.

2.5.10 Petty Cash Cheque Encashment

Clients require cheque encashment Services for its petty cash portfolio. Cheques are issued to members of staff and will normally need to be cashed on an immediate basis.

2.5.11 Stop Payments

The Supplier must provide the ability for designated staff to place stop payment notices electronically. For verifications purposes, the Supplier must indicate the time of stop payment presentation and provide a tracing identification number.

2.5.12 Foreign Currency Services

The Clients conduct business primarily in Canadian and US funds and may occasionally conduct business in various other currencies as required. Foreign currency services must be provided including, but not limited to, conversion to other foreign currencies and US accounts.

2.5.13 Non-Sufficient Funds

Non-sufficient funds ("NSF") refer to an instance where a cheque and or pre-authorized payment cannot be honored because insufficient funds are available in the bank account on which it was drawn. No fee shall be charged to the Client in a NSF situation.

2.6 Borrowing and Overdraft Protection

Borrowing and lines of credit must meet, in accordance with the Ontario Minister of Training, Colleges and Universities' binding policy directives to which CAATs are subject, all applicable Ontario Ministry of Finance and Ontario Financing Authority obligations.

2.6.1 Borrowing

The Supplier must provide short-term support for the temporary cash operating needs of Clients, as required. The Supplier must make available, without upfront and or stand-by fees, the following:

- Lines of credit in amounts sufficient for the Client to conduct their business; and
- Letters of credit.

2.6.2 Overdraft Protection

Using overdraft protection is not common; however Clients may require overdraft protection on all accounts.

2.7 Investment

Clients may require short-term investment Services from the Supplier, such as:

- Banker's Acceptance; and
- Guaranteed Investment Certificates.

Suppliers must have a minimum rating, at the time of investment, from at least one (1) of the following rating agencies:

- R-1 (high) or AAA by Dominion Bond Rating Service Limited;
- Prime-1 or AAA by Moody's Investors Services Inc.;
- A-1 or AAA by Standard and Poor's; or
- F1+ or AAA by Fitch Ratings.

2.8 Online Banking

A full range of online (real-time) Services shall be provided allowing Clients to transact their day-to-day banking business, with the ability to manage the following:

- A current (e.g. the previous month's transaction activity) account statement;
- Account activity (e.g. opening accounts, various types of payments, transfers);
- Account balance and history inquiry;
- Administrative tasks (e.g. initial set-up/access, determine and set time outs, approvals, number of required signatories,, user profiles);
- Cheques cashed;
- Cheque imaging and image retrieval;
- Cheque reconciliation;
- Data export capabilities (e.g. to Microsoft Excel, CSV file format);
- Deposit information;
- EFT transaction activity;
- Fob-like security access functionality for online access;
- Foreign exchange and currency rates;
- Help options;
- Online inquiries on posted transactions from the previous Business Day and before;
- Remit payments to various government organizations;
- Reports, standardized and customized, listing all the previous day's account balances and or activities;
- Reporting flexibility/customization;
- Secure access accounts for multiple Client users;
- Secure transaction activity;
- Secure user identifications and passwords (with appropriate security levels/controls);
- Stop payments;
- Templates;
- Transacting wire transfers in Canadian and US funds;
- Transfer electronic files using a standard file layout;
- Transfer funds and set up automatic transfers; and
- Upload EFT transaction files for direct deposits and or pre-authorized payments.

Clients require a flexible password-based system to allow various user levels of access and rights to perform each payment instruction including input and a minimum of one (1) level of verification up to a maximum of three (3) levels of verification.

Online access shall be ensured for a designated number of staff within each Client's organization. Account structure and hierarchy needs to be established for each Client to ensure the online Services accurately reflect their approved business needs.

Online banking tools and access must be accessible at all times (24/7/365). Notice must be provided, in advance, if there is a scheduled outage (e.g. statutory holidays, scheduled maintenance, or any other down time as applicable).

2.9 Investigation and Resolution

The Supplier shall provide timely investigation and corrective action on items such as missing deposits, transmission errors, bank errors, extra items, and encoding errors. Each incident must be investigated and resolved; ensuring appropriate adjustments are made within a timely manner.

2.10 Other Services

Clients may require other Services, such as:

- **Deposit Process Solutions** (e.g. the provision of a software tool that would summarize and support the activity – in a printable format).
- **Group RRSP Program**
 - Some Clients provide its employees with a group RRSP program. The Supplier shall be able to provide the Clients with a group RRSP program, if requested. The Supplier shall conduct annual RRSP employee information sessions, manage the RRSP accounts including, but not limited to the preparation of statements, ongoing advice on investments, distribution of updates and newsletters.
- **Safety Deposit Boxes**
 - The Client may require the use of (no charge) safety deposit boxes for an indefinite period of time. The safety deposit boxes are to be located in the Supplier's branch location selected by the Client.

2.11 Signing Authority

Clients have designated signing officers for their organization. A list of these individuals and their approved authority will be provided to the Supplier when executing an Agreement. Over time, designated signing officers may change and it will be the Client's responsibility to inform the Supplier of such a change.

2.12 Fraud Prevention

The Supplier shall provide Clients protection and prevention against fraudulent and criminal activities, including, but not limited to:

- Cheque tampering;
- Corruption;
- Electronic banking transactions;
- Payroll; and
- Skimming.

2.13 Auditing Support

The Supplier shall provide Clients:

- Audit support as required by the Client for their day-to-day business transactions, and to confirm bank account balances (e.g. audit bank confirmations) at each fiscal year end; and
- Monthly mark-to-market values for all derivative instruments.

2.14 Transition and Implementation

The Supplier shall assess the Client's Service requirements and provide and execute an in-depth transition/implementation at no cost to Clients.

When implementing the Services, the Supplier shall include a project plan setting out at a minimum:

- Assessment of Rates;

- Client's banking requirements;
- Milestones;
- Reporting;
- Risk and risk mitigation strategies;
- Roles and responsibilities, including expected Client effort;
- Tasks;
- Technical/system integration;
- Testing protocols and requirements;
- Timelines;
- Training and training material;
- Transferring bank account activity; and
- Transition.

The transition/implementation project plan shall be updated and maintained, by the Supplier, throughout the implementation period.

2.15 Technical Requirements

The Supplier must offer electronic transmission of the daily and monthly payment files via connect direct or comparable communication technologies as well as electronic reject, return and redirected reports. The Supplier shall ensure delivery of confirmation notices for receipt and processing of files transmitted within twelve (12) hours of receipt.

2.15.1 Development and Testing

The Supplier must have the ability to receive electronic files from Clients for testing during implementation as well as when system upgrades and or enhancements occur. The Supplier shall also have the ability to modify data file layouts, as required, to support Client integration.

2.16 Training

The Supplier shall provide Clients with the required training and training material including, but not limited to:

- Fraud preventive and protection;
- Online reporting; and
- Online tools.

2.17 Online Record Retention

Clients must be able to easily retrieve historical banking information from the Supplier. The Supplier shall maintain banking information online for a minimum of eighteen (18) months from the date when the transaction occurred.

2.18 Agreement Administration and Support

The Supplier will be responsible for providing the following customer support and contract management Services for the Term of the Agreement.

2.18.1 Customer Support

The Supplier shall provide effective customer support to all Clients across the Province of Ontario including, but not limited to:

- An account executive (or a team of personnel lead by an account executive) assigned to Clients to manage the relationship (i.e. expedite and if necessary, escalate issue resolution, and where possible a single customer support point-of-contact) should be identified to assist each Client with their day-to-day banking needs;

- Easy access to the Supplier (i.e. by toll free telephone number, email, voicemail, and fax);
- A two (2) hour turnaround response time in the case of emergency situations (e.g. fraudulent cheques);
- Providing support (i.e. implementation, training, process issues, online banking, technical, and administrative);
- Identification of cost savings and process efficiencies;
- Timely introduction to new technologies and Service offerings. The use of automated alternatives in place of traditional paper-based processing wherever possible and appropriate risk mitigation involved in this process is the Client's preference. Examples of avenues to increase e-payments in the consumer payment space may include automated fund transfers, Interac e-transfers, mobile payments, and remote deposit cheque capture;
- Establishing an ongoing communications program and expectations with the Client;
- Attending meetings, as requested;
- Providing a review of its Service offerings to Clients on an annual basis;
- Resolving service outage within four (4) hours; and
- Providing Services in French language, as required.

2.18.2 Supplier Branch Locations

Clients, throughout the Province, require access to the Supplier's local branch locations within a reasonable distance of their organizations. The selected branch location will be determined by each Client when executing a Client Supplier Agreement.

2.18.3 Investigation and Resolutions

The Supplier must, as part of its customer support, provide timely investigative and corrective action on missing transactions. The Supplier must investigate, resolve each incident, and make the appropriate adjustments for lost interest within five (5) Business Days of the initial contact.

2.18.4 Contract Management Support

OECM will oversee the Agreement and the Supplier shall provide appropriate contract management support including, but not limited to:

- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement, including respecting the Clients mandatory requirement to fulfill their supply chain code of ethics as set out in the BPS Procurement Directive;
- Attending quarterly meetings with OECM;
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- Promoting the use of the Agreement, as set out in Section 1.11 of this RFP, within the CAATs;
- Monitoring and managing pricing and Service quality (including customer support); and
- Providing applicable reporting.

2.19 Disaster Recovery and Business Continuity

The Supplier shall have well-defined disaster recovery and business continuity programs including the process, policies, and procedures related to preparing for recovery or continuation of Services critical to Clients.

2.20 Licenses, Right to Use and Approvals

Suppliers shall obtain all licences, right to use and approvals required in connection with the supply of the Services. The costs of obtaining such licences, right to use and approvals shall be the responsibility of, and shall be paid for by, the Supplier.

Where a Supplier is required by Applicable Laws to hold or obtain any such licence, right to use and approval to carry on an activity contemplated in its Proposal or in the Agreement, neither acceptance of the Proposal nor execution of the Agreement by OECM shall be considered an approval by OECM for the Supplier to carry on such activity without the requisite licence, right to use or approval.

2.21 Accessibility for Ontarians with Disabilities Act

OECM and its Clients are committed to the highest possible standards for accessibility. The Supplier must be capable to recommend and deliver, as appropriate for each Deliverable, accessible and inclusive Services consistent with the Ontario Human Rights Code (OHRC), the *Ontarians with Disabilities Act, 2001* (ODA) and *Accessibility for Ontarians with Disabilities Act, 2005* (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities.

In accordance with Ontario Regulation 429-07 made under the *Accessibility for Ontarians with Disabilities Act, 2005* (Accessibility Standards for Customer Service), Clients have established policies, practices and procedures governing the provision of its services to persons with disabilities.

Suppliers are required to comply with the Client's accessibility standards, policies, practices, and procedures, which may be in effect during the Term of the Agreement and which apply to the Deliverables to be provided by the Supplier.

The AODA may be found at http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm.

2.22 Pricing Methodology

The Proponent shall propose maximum Rates in Appendix C – Rate Bid Form, and those Rates shall remain firm for the initial Term (i.e. five (5) years) of the Agreement.

OECM anticipates that a number of Clients will execute CSAs resulting from this RFP. Beginning year two (2) of the Agreement and every anniversary thereafter, the Supplier shall assess the aggregated volume of business from all Clients who have executed a CSA and, if appropriate, align/reduce Rates for all Clients accordingly.

The expectation is that all Clients (large or small) shall receive the same Rates during the Term of the Agreement.

2.23 Additional Services

Additional Services, if mutually agreed to between OECM and the Supplier may be added during the Term of the Agreement.

2.23.1 Optional Rate Refresh at Extension of Agreement

OECM will request a Rates review, by providing a written notice eleven (11) months prior to the expiry date of the initial Term of the Agreement.

If the Rates are mutually agreeable to both parties, they shall become the firm maximum Rates applicable for the entire extension period of the Agreement, if exercised.

If, however, the parties do not agree on the revised Rates, then OECM may, by providing written notice, terminate the Agreement at the expiry of the initial Term of the Agreement.

[End of Part 2]

PART 3 - EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

OECM will conduct the evaluation of Proposals in the following six (6) stages:

Stages	Evaluation	Scoring Methodology Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Mandatory Requirements	Pass/Fail	Pass
Stage II	Rated Requirements	350	See Appendix E
Stage III	Demonstration & Presentation	150	75 Points
Stage IV	Pricing	500	Not Applicable
Stage V	Cumulative Score	No Point Allocation	Not Applicable
Stage VI	Tie Break	No Point Allocation	See Section 3.7

3.2 Stage I – Review of Mandatory Requirements (Pass/Fail)

Stage I will consist of a review to determine which Proposals comply with all of the mandatory requirements.

During Stage I of the evaluation, Proposals will be examined to ensure that they meet the mandatory requirements. The Proponent must ensure that all mandatory requirements have been addressed satisfactorily in its Proposal, in order for the Proposal to proceed to Stage II of the evaluation process.

Any Proposal that is not considered, by OECM, to meet all mandatory requirements will be disqualified and not evaluated further.

A Proposal must include the following four (4) completed mandatory forms:

Appendix	Title of Appendix
Appendix B	Form of Offer
Appendix C	Rate Bid Form
Appendix F	Consortium Information (if applicable)
Appendix G	Compliance with Agreement

Other than inserting the information requested on the mandatory submission forms set out above, a Proponent may not make any changes to any of the forms. Any Proposal containing any such changes, whether on the face of the form or elsewhere in its Proposal, may be disqualified.

3.2.1 Form of Offer - Appendix B (Mandatory Form)

Each Proposal must include a Form of Offer (Appendix B) completed fully and signed by the Proponent.

(a) Conflict of Interest

In addition to the other information and representations made by each Proponent in the Form of Offer, each Proponent must declare whether it has an actual or potential Conflict of Interest. If, at the sole and absolute

discretion of OECM, the Proponent is found to be in a Conflict of Interest, OECM may, in addition to any other remedies available at law or in equity, disqualify the Proposal submitted by the Proponent.

The Proponent, by submitting the Proposal, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Agreement other than those disclosed in the Form of Offer. Where OECM discovers a Proponent's failure to disclose all actual or potential Conflicts of Interest, OECM may disqualify the Proponent or terminate any Agreement awarded to that Proponent pursuant to this RFP process.

(b) Insurance

By signing the Form of Offer, the Proponent agrees, if selected, to carry appropriate insurance as outlined in Appendix A – Form of Agreement. The Preferred Proponent must provide proof of such insurance coverage in the form of a valid certificate of insurance prior to the execution of the Agreement by OECM.

(c) General

OECM, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Agreement awarded to a Proponent in the event that OECM determines that the Proponent made a misrepresentation or submitted any inaccurate or incomplete information in the Form of Offer.

Other than inserting the information requested and signing the Form of Offer, a Proponent may not make any changes to or qualify the Form of Offer in its Proposal. A Proposal that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the RFP may be disqualified. If a Proposal is not disqualified despite such changes or Proposals, the provisions of the Form of Offer as set out in this RFP will prevail over any such changes or Proposals in or to the Form of Offer provided in the Proposal.

3.2.2 Rate Bid Form – Appendix C (Mandatory Form)

The Rate Bid Form, completed by the Proponent in accordance with the instructions contained below and in Appendix C, provided that the following shall apply:

- All Rates shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, materials, fuel, office support, profit, permits, licences, labour, carriage, insurance, Workplace Safety Insurance Board costs, travel, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates;
- All Rates shall be quoted exclusive of the harmonized sales tax ("HST"), or other similar taxes, each of which, if applicable, should be stated separately;
- All Rates quoted, unless otherwise instructed in this RFP, shall remain firm for the Term of the Agreement; and
- In the event of any discrepancy in the Rates within a Proposal, the lowest Rate submitted shall prevail.

The Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the RFP, that it has factored all of the provisions of the Agreement, including those submitted in Appendix G if any, into its pricing assumptions, calculations and into its proposed Rates indicated on the Rate Bid Form.

A Proposal that includes conditional, optional, contingent or variable rates that are not expressly requested in the Rate Bid Form may be disqualified.

3.2.3 Consortium Information – Appendix F (Mandatory Form)

Each Proposal must include a completed and signed Consortium Information (Appendix F) if applicable to the Proponent.

3.2.4 Compliance with Agreement – Appendix G (Mandatory Form)

The Agreement Compliance form attached as Appendix G (Agreement Compliance Form) must be completed and submitted with the Proponent's Proposal.

3.3 Stage II – Rated Requirements (350 Points)

Stage II will consist of an evaluation and scoring of each Eligible Proposal on the basis of rated requirements.

Minimum thresholds, if required, must be achieved in order for the Proposal to receive a **pass** in this stage and proceed to Stage III of the evaluation process.

Any Proposal that does not meet the required minimum threshold for applicable rated requirements will receive a **fail** and not proceed to Stage III of the evaluation process.

Point allocation and minimum thresholds (if any), for each rated requirement, are set out in Appendix E.

Each Proposal will be awarded points based on the Proponent's response to the information contained in Appendix E of this RFP.

It is important that Proposals clearly provide all the necessary information so that a thorough assessment of the Proponent's experience, qualifications, and capabilities can be made. Responses and substantiating documentation should be direct and grouped together in Appendix E to ensure the evaluation team is able to locate particular information.

In the case that contradictory information or information that contains conditional statements is provided with respect to a requirement, OECM will, in its sole and absolute discretion, determine whether the response complies with the requirements, and may seek clarification from the Proponent. The contradictory information may result in the Proposal receiving a low score for that particular rated requirement.

Proposals that do not respond to a particular rated requirement, are left blank or contain a response or n/a or not applicable will receive a zero point (0) score for that requirement. Where the evaluation team cannot reasonably find responses to a rated requirement, a zero point (0) score will be assessed for that rated requirement.

The response to each rated requirement in Appendix E should:

- Be complete (bullet point format is acceptable);
- Be concise and factual; and
- Demonstrate the Proponents understanding of the Client's business needs by providing answers validating its capabilities.

Rated Requirement Components	Available Points	Minimum Score Required
1. Proponent's Profile, Experience and Customer Support	100	50
2. Online Banking Services	100	50
3. Transition and Implementation	60	30
4. Fraud Prevention and Protection	40	20
5. Disaster Recovery and Business Continuity	25	12.5
6. Other Services	25	12.5
TOTAL AVAILABLE POINTS FOR RATED REQUIREMENTS:	350 Points	175 Points

A minimum score for applicable rated requirements, as noted in Appendix E, must be achieved for any Proposal to move on to the next evaluation stage.

3.4 Stage III – Demonstration & Presentation Session (150 Points)

Up to three (3) Proponents with the highest scoring Proposals will be invited to a demonstration/presentation session. For example, if only two (2) Proponents are invited, the Proponent whose Proposal has the highest score will be invited as will the Proponent whose Proposal had the second highest score.

It is anticipated that the sessions will occur as set out in Section 4.1.1 at the OECM offices. Proponents should ensure its key resources are available to attend the session.

OECM will send notices and further detail to the Proponents being asked to present its Proposal and online technology at least five (5) Business Days and not more than ten (10) Business Days in advance of the proposed date and time for the presentation. If a Proponent is unable to conduct the presentation at the proposed date and time, OECM will use reasonable efforts to: (i) find a mutually agreeable time on the date proposed by OECM; and (ii) if OECM and Proponent are unable to do so, find a mutually agreeable time on a day prior to the date originally proposed by OECM. Proponents will be required to answer questions from the evaluation team during this session. There may be a time restriction to the question/answer period.

OECM reserves the right to revisit the Proponent's scores in the rated requirements based on information learned during the session, should it reveal that there is inconsistency between the Proponent's answers to the rated requirements and the results of the demonstration/presentation session.

The demonstration/presentation session is not an occasion for the Proponent to amend its Proposal.

3.4.1 Content

Proponents may be asked to:

- Exhibit an understanding of the Service requirements;
- Exhibit the relevance of its experience and qualifications;
- Explain how its proposed Service offering demonstrates value for money;
- Describe its ability to maintain integrity, and provide Services to reduce Client's exposure to fraud; and
- Demonstrate its online functionality as it relates to the Deliverables in this RFP.

3.4.2 Attendance

Up to five (5) Proponent participants (including technical staff) may attend the demonstration/presentation session.

3.5 Stage IV – Pricing (500 Points)

Only at the completion of Stage III, will the package containing Appendix C – Rate Bid Form be opened for all Eligible Proposals.

All Rates applicable to the Services requested in this RFP or identified in the Proposal must be provided in the Proponent's Rate Bid Form (Appendix C).

Pricing Components	Available Points
1. Interest Related Pricing – 120 Points	
• Interest Earned	80
• Interest Paid	40
2. Transaction Related Pricing – 380 Points	
• Bank Account Activity	40
• Online Banking	80
• Deposits and Payments	70

Pricing Components	Available Points
• Cheques	45
• Wire Transfers	60
• Electronic Funds Transfer	50
• Electronic Data Interchange	15
• Wholesale Lockbox	20
TOTAL AVAILABLE POINTS FOR RATED REQUIREMENTS:	500 Points

The maximum Rates for all Services, quoted on Appendix C, must be known for the initial Term of the Agreement which is five (5) years.

Proponents may offer pricing concessions and other allowances (e.g. a number of free months or reduced fees for a period of time) and should indicate any allowances or concessions on Appendix E – Rated Requirements.

Each Eligible Proposal will be evaluated and scored based on the point allocation set out in Appendix C. Points will be calculated - using a relative formula (i.e. by dividing that Proponent's price into the lowest bid price) for proposed pricing on the Rate Bid Form.

EXAMPLE OF PRICING EVALUATION		
Proposed Prices	Calculation	Resulting Points
If Proponent 1 proposes the lowest bid price, that Proponent will receive 100% of the possible points.	$\$12.00 \div \12.00×10	10
If Proponent 3 bids \$15, it will receive 80% of the possible points.	$\$12.00 \div \15.00×10	8
If Proponent 2 bids \$24.00, it will receive 50% of the possible points.	$\$12.00 \div \24.00×10	5

3.6 Stage V – Cumulative Score

At the conclusion of Stage IV, the scores from Stages II, III and IV will be totaled and, subject to the express and implied rights of OECCM, the highest scoring Proponent will become the Preferred Proponent and invited to enter into discussions to finalize the terms of the Form of Agreement, attached in Appendix A. As noted in Section 1.9 - OECCM intends to designate one (1) Preferred Proponent for the provision of Deliverables to all Clients in Ontario.

Reference checks will be performed to confirm or clarify information provided within the Proposal. The reference checks themselves will not be scored, however OECCM may adjust rated requirements scores related to the information obtained during the reference check.

3.7 Stage VI - Tie Break Process

At this stage, where two (2) or more of the highest scoring Proposals achieve a tie score on completion of the evaluation process, OECCM shall break the tie by selecting the Proposal with the highest score in Stage IV – Pricing as the Preferred Proponent.

3.8 Execution of Agreement with Preferred Proponent

Subject to the requirements of this Section, OECM expects that the Agreement will be finalized including limited negotiations, within forty-five (45) Days after notification of award.

Once the Agreement has been finalized, Clients may execute a Client Supplier Agreement with the Supplier.

For certainty, OECM makes no commitment to the Preferred Proponent that the Form of Agreement will be agreed upon by OECM. The Preferred Proponent acknowledges that the commencement of any discussions does not obligate OECM to agree to a Form of Agreement.

OECM shall at all times be entitled to exercise its rights under Section 4.6.

3.8.1 Agreement Launch and Marketing

OECM will promote the use of the Agreement with Clients as set out in Section 1.11. During the post award period, the Supplier will be expected to meet with OECM, as-and-when-required, to discuss an effective collaborative Agreement launch approach.

OECM will work closely with the Supplier and requests that, where available, communications and marketing experts join discussions to achieve the desired outcome.

[End of Part 3]

PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 RFP Timetable

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

RFP Timetable	
Event	Date
OECM's Issue Date of RFP:	October 24, 2013
Proponent's Information Session:	3:00pm October 30, 2013
Proponent's Deadline for Questions:	5:00pm November 8, 2013
OECM's Deadline for Issuing Addenda:	November 12, 2013
Proponent's Deadline for Questions Pertaining to Issued Addenda only:	5:00pm November 14, 2013
OECM's Deadline for Issuing Final Addenda:	November 18, 2013
Proponent may submit questions relating to Appendix C – Rate Bid Form only :	From 8:00am on November 22, 2013 to 5:00pm on November 25, 2013
OECM's Deadline for Issuing Final Addenda for Appendix C – Rate Bid Form only :	November 27, 2013
Proponent's Proposal Submission Deadline:	2:00:00pm December 5, 2013
Target Date for Presentation:	February, 2014
Anticipated Time Period to finalize the Form of Agreement (including limited negotiations):	Forty-Five (45) Days
Anticipated Agreement Start Date:	April 2014

Note – all times specified in this RFP timetable are local times in Toronto, Ontario, Canada.

OECM may amend any timeline, including the Proponent's Proposal Submission Deadline, without liability, cost, or penalty, and within its sole discretion.

In the event of any change in the Proponent's Proposal Submission Deadline, the Proponents may thereafter be subject to the extended timeline.

4.1.2 Proponent Information Session

A Proponent may, but are not required to, participate in the Proponent Information Session, which will take place at the time set out in Section 4.1.1.

A Proponent wishing to attend should register, noting its full legal name and the names of the representatives by emailing the RFP Coordinator prior to 1:00pm on October 30, 2013. Access to the teleconference and any applicable information will be emailed to the registered Proponents.

The Proponent Information Session may provide an opportunity for Proponents to enhance its understanding of this RFP.

The Proponent Information Session is not an opportunity for Proponent's to direct questions about the RFP document – Proponents must submit questions to the RFP Coordinator as set out in Section 4.2.2 below.

Any changes to the Proponent Information Session meeting date or access information will be issued in an addendum on MERX™ and Biddingo.

Information provided during this session will be posted on MERX™ and Biddingo.

4.1.3 Proponents to Follow Instructions

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

4.1.4 Proposals in English

All submissions of Proposal are to be in English only. Any Proposals received by OECM that are not entirely in the English language may be disqualified.

4.1.5 OECM's Information in RFP Only an Estimate

OECM makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any data contained in this 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 this RFP.

4.1.6 Proponent's Costs

Proponents shall bear all costs and expenses incurred relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent's participation in:

- The preparation, presentation and submission of its Proposal;
- The Proponent's attendance at any meeting in relation to the RFP process, including any presentation and or interview;
- The conduct of any due diligence on its part, including any information gathering activity;
- The preparation of the Proponent's own questions prior to the Proponent's Proposal Submission Deadline; and
- Any discussion and/or finalization, if any, in respect of the Form of Agreement.

4.2 Communication after RFP Issuance

4.2.1 RFP Coordinator Contact Information

All communications regarding any aspect of this RFP must be emailed to the following RFP Coordinator:

- Name: Patti Greer
Title: Strategic Sourcing Manager
Email: Patti.Greer@OECM.ca

Proponents that fail to comply with the requirement to direct all communications to the RFP Coordinator may be disqualified from this RFP process. Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with the following as it relates to this RFP:

- Any employee or agent of OECM (other than the RFP Coordinator);
- Any member of OECM's governing body (such as Board of Governors, Board of Directors, or advisors);

- Any employee, consultant or agent of the OECM's Clients, including working group members;
- Any elected official of any level of government, including any advisor to any elected official; and
- Any member of the Consortium (such as Board of Governors, Board of Directors, or advisors).

4.2.2 Proponents to Review RFP

Proponents shall promptly examine this RFP and all Appendices, including the Form of Agreement and:

- Shall report any errors, omissions or ambiguities; and
- May direct questions or seek additional information **on** or **before** the Proponent's Deadline for Questions to the RFP Coordinator.

All questions submitted by Proponents shall be deemed to be received once the email has entered into the RFP Coordinators' email inbox.

In answering a Proponent's questions, OECM will set out the question, but without identifying the Proponent that submitted the question and OECM may, in its sole discretion:

- Edit the question for clarity;
- Exclude questions that are either unclear or inappropriate; and
- Answer similar questions from various Proponents only once.

Where an answer results in any change to the RFP, such answer will be formally evidenced through the issue of a separate addendum for this purpose.

To ensure Proponents clearly understand issued addenda, OECM allows Proponents to ask questions about issued addenda. Refer to Section 4.1.1 for timelines.

OECM is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the Proponent to seek clarification, by submitting questions to the RFP Coordinator, on any matter it considers to be unclear. OECM shall not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

4.2.3 Proponent to Notify

In the event a Proponent has any reason to believe that an error, omission or ambiguity, as set out in Section 4.2.2 exists, the Proponent must notify the RFP Coordinator in writing prior to submitting a Proposal. If appropriate, the RFP Coordinator will then clarify the matter for the benefit of all Proponents.

Proponents shall not:

- After submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in Section 4.2.2 were present with respect to the RFP; and
- Claim that OECM is responsible for any of the circumstances listed in Section 4.2.2 of this RFP.

4.2.4 All New Information to Proponents by way of Addenda

This RFP may only be amended by an addendum in accordance with this Section.

If OECM, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda by way on MERX™ and Biddingo. Each addendum shall form an integral part of this RFP.

Any amendment or supplement to this RFP made in any other manner will not be binding on OECM.

Such addenda may contain important information including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by OECM. In the space provided in the Form of Offer, Proponents shall confirm its receipt of all addenda by setting out the number of addenda in the space provided in the Form of Offer.

Proponents who intend to respond to this RFP are requested not to cancel the receipt of addenda or amendments option provided by MERX™ and or Biddingo, since it must obtain through all of the information documents that are issued on MERX™ and or Biddingo.

In the event that a Proponent chooses to cancel the receipt of addenda or amendments, its Proposal may be rejected.

4.3 Proposal Submission Requirements

4.3.1 General

To be considered in the RFP process, a Proposal must be received **on** or **before** the Proponent's Proposal Submission Deadline as set out in Section 4.1.1, in a sealed package and should bear the Proponent's name, return address, RFP number, and the RFP Coordinator's name.

Proposals received **after** the Proponent's Proposal Submission Deadline shall **not** be considered and shall be returned to the Proponent unopened.

Regardless of the method of delivery chosen by Proponent (such as courier, delivery service, Canada Post), each Proponent is responsible for the actual delivery of its Proposal to the address set out below.

Submission address:

- **Ontario Education Collaborative Marketplace**
90 Eglinton Avenue East, Suite 504
Toronto, Ontario, Canada
M4P 2Y3

Proposals transmitted by facsimile or sent by any other electronic means shall **not** be considered. Notwithstanding anything to the contrary contained in any applicable statute relating to electronic documents Transactions, including the *Electronic Commerce Act, 2000, S.O. 2000, c. 17*, any notice, submission, statement, or other instrument provided in respect of the RFP may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFP.

4.3.2 Proposal Submission Requirements

Proposals should be submitted in accordance with the instructions set out in this RFP in two (2) separate **sealed** packages as set out below.

Package 1 - Proposal:

- **Must** include:
 - A completed and signed Appendix B - Form of Offer;
 - A completed and signed Appendix F – Consortium Information (if applicable); and
 - A completed Appendix G – Compliance with Agreement.
- **Should** include:
 - Appendix D – Reference Form;
 - Appendix E – Rated Requirements;
 - Appendix I – Proponent's Ontario Branch Locations; and

- And any other (non-mandatory) information.

Please do not include any financial information in Package 1 – Proposal.

Package 2 – Pricing:

- **Must** include:
 - A completed Appendix C – Rate Bid Form.

The following table sets out the required number of documents per submission package:

Requirements	Submit the following quantities in each Package:	
	Package 1 – Proposal	Package 2 – Pricing
Original (bound)	1	1
Photocopies (bound)	6	1
Photocopy (unbound)	1	0
Electronic copy (searchable and not locked)	1	1

In the event of a conflict or inconsistency between the **original** and the electronic copy of the Proposal or the Rate Bid Form, the **original** versions shall prevail.

Proposals should be completed without delineations, alterations, or erasures. In the event of a discrepancy between the **original** Proposal and any of the copies, the **original** shall prevail.

The Proponent should identify and mark any trade secret or proprietary intellectual property in its Proposal.

Proposals submitted in any other manner may be subject to disqualification.

4.3.3 Other Proposal Considerations

In preparing its Proposal, the Proponent should adhere to the following:

- All pages should be numbered;
- An index and/or table of contents should be included;
- Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored;
- Respond to the requirements in all applicable Appendices, or as may be directed in this RFP;
- Completely address, on a point-by-point basis, each rated requirement identified in Appendix E. Rated requirements left blank and/or unanswered will receive a score of zero (0). Refer to Section 3.3 – Stage II Rated Requirements; and
- The Proposal should be complete in all respects. Proposal evaluation and scoring applies only to the information contained in the Proposal, or accepted clarifications as set out in Section 4.3.13 Clarification of Proposals.

4.3.4 Proposal Receipt by OECM

Every Proposal received will be date/time stamped at the location referred to in Section 4.3.1. A receipt will be provided upon request.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is received **on** or **before** the Proponent's Proposal Submission Deadline.

4.3.5 Withdrawal of Proposal

A Proponent may withdraw its Proposal only by providing written notice to the RFP Coordinator before the Proponent's Proposal Submission Deadline. A Proposal may not be withdrawn after the Proponent's Proposal Submission Deadline. OECM has no obligation to return withdrawn Proposals.

4.3.6 Amendment of Proposal

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the Proponent's Proposal Submission Deadline.

The Proponent must provide notice to the RFP Coordinator in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFP.

OECM has no obligation to return amended Proposals.

4.3.7 Completeness of Proposal

By submitting a Proposal, the Proponent confirms that all of the components required to use and or manage the Services have been identified in its Proposal or will be provided to OECM or its Clients at no additional charge. Any requirement that may be identified by the Proponent after the Proponent's Proposal Submission Deadline or subsequent to signing the Agreement shall be provided at the Proponent's expense.

4.3.8 Proposals Retained by OECM

All Proposals submitted by the Proponent's Proposal Submission Deadline shall become the property of OECM and will not be returned to the Proponents.

4.3.9 Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 4.3.5, a Proposal shall be irrevocable by the Proponent for one-hundred-and-eighty (180) Days from the Proponents Proposal Submission Deadline.

4.3.10 Acceptance of RFP

By submitting a Proposal, a Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms, and conditions contained in its Proposal.

4.3.11 Amendments to RFP

Subject to Section 4.1.1 and Section 4.2.4, OECM shall have the right to amend or supplement this RFP in writing prior to the Proponent's Proposal Submission Deadline. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

4.3.12 Proposals will not be Opened Publicly

Proponents are advised that there will not be a public opening of this RFP. OECM will open Proposals at a time subsequent to the Proponent's Proposal Submission Deadline.

4.3.13 Clarification of Proposals

OECM shall have the right at any time after the Proponent's Proposal Submission Deadline to seek clarification from any Proponent in respect of the Proposal, without contacting any other Proponent.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change its Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by OECM from a Proponent in response to a request for clarification from OECM may be considered, if accepted, to form an integral part of the Proposal, at OECM's sole and absolute discretion.

OECM shall not be obliged to seek clarification of any aspect of any Proposal.

4.3.14 Verification of Information

OECM shall have the right, in its sole discretion, to:

- Verify any Proponent's statement or claim made in its Proposal or made subsequently in a clarification, interview, site visit, oral presentation, demonstration, or discussion by whatever means OECM may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Proponent statement or claim, if such statement or claim or its Proposal is patently unwarranted or is questionable, which may result in changes to the scores for the Proponent's rated requirements; and
- Access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and OECM shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. OECM and the Proponent shall each bear its own costs in a connection with access to OECM's premises.

The Proponent shall co-operate in the verification of information and is deemed to consent to OECM verifying such information, including references.

4.3.15 Proposal Acceptance

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria as set out in Part 3 will form a part of the evaluation process.

4.3.16 RFP Incorporated into Proposal

All provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proposal.

4.3.17 Exclusivity of Contract

The Agreement, if any, with the Preferred Proponent will not be an exclusive agreement for the provision of the described Deliverables.

4.3.18 Substantial Compliance

OECM shall be required to reject Proposals, which are not substantially compliant with this RFP.

4.3.19 No Publicity or Promotion

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of OECM.

In the event that a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, OECM shall be entitled to take all reasonable steps as may be deemed necessary by OECM, including disclosing any information about a Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

4.4 Execution of Agreement, Notification and Debriefing

4.4.1 Selection of Proponent

OECM anticipates that Preferred Proponent will be selected within forty-five (45) Days of the Proponent's Proposal Submission Deadline. Notice of selection by OECM to the Preferred Proponent will be in writing by email from the RFP Coordinator.

The Preferred Proponent and OECM shall, in accordance with Section 1.9, enter into negotiations with respect to the Form of Agreement and the Preferred Proponent satisfy any other applicable conditions of this RFP within forty-five (45) Days of notice of selection. This provision is solely to the benefit of OECM and may be waived or the time period extended by OECM, and from time to time, at its sole discretion.

Proponents are reminded that there is a question and answer period available if they wish to ask questions or seek clarification about the terms and conditions set out in the Form of Agreement. OECM will consider such requests for clarification in accordance with Section 4.2.2 of the RFP.

4.4.2 Failure to Agree to Form of Agreement

In addition to all of OECM's other remedies, if the Preferred Proponent and OECM fails to agree upon the Form of Agreement or if the Preferred Proponent fails to satisfy any other applicable conditions within forty-five (45) Days of notice of selection, OECM may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent.

4.4.3 Notification to Other Proponents of Outcome of RFP Process

Once the Supplier and OECM execute the Form of Agreement, the other Proponents will be notified in writing by email of the outcome of the RFP process, including the name of the Supplier.

4.4.4 Debriefing

The RFP Coordinator will invite Proponents to attend a debriefing from OECM after award notification.

OECM will not disclose submission information from other Proponents.

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.

4.4.5 Bid Dispute Resolution

In the event that a Proponent wishes to review the decision of OECM in respect of any material aspect of the RFP process, and subject to having attended a debriefing, the Proponent shall submit a protest in writing to the RFP Coordinator within ten (10) Days from such a debriefing.

Any request that is not timely received will not be considered and the Proponent will be notified in writing.

A protest in writing shall include the following:

- A specific identification of the provision and/or procurement procedure that is alleged to have been breached;
- A specific description of each act alleged to have breached the procurement process;
- A precise statement of the relevant facts;
- An identification of the issues to be resolved;
- The Proponent's arguments and supporting documentation; and
- The Proponent's requested remedy.

For the purpose of a protest, OECM will review and address any protest in a timely and appropriate manner.

4.5 Prohibited Communications, Confidential Information and FIPPA

4.5.1 Confidential Information of OECM

All correspondence, documentation, and information of any kind provided to any Proponent in connection with or arising out of this RFP or the acceptance of any Proposal:

- Remains the property of OECM and shall be removed from OECM's premises only with the prior written consent of OECM;
- Must be treated as confidential and shall not be disclosed except with the prior written consent of OECM;
- Must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement; and
- Must be returned to OECM upon request.

4.5.2 Confidential Information of the Proponent

Except as provided otherwise in this RFP, or as may be required by Applicable Laws, OECM shall treat the Proposal and any information gathered in any related process as confidential, provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by OECM.

During any part of this RFP process, OECM or any of its representatives or agents shall be under no obligation to execute a confidentiality agreement.

In the event that a Proponent refuses to participate in any required stage of the RFP because OECM has refused to execute any such confidentiality agreement, the Proponent shall receive no points for that particular stage of the evaluation process.

4.5.3 Proponent's Submission

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proposal.

If a portion of a Proposal is to be held confidential, such provisions must be clearly identified in the Proposal.

4.5.4 Personal Information

Personal Information shall be treated as follows:

- Submission of information – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide Services unless specifically requested. OECM shall maintain the information for a period of seven (7) years from the time of collection. Should OECM request such information, OECM will treat this information in accordance with the provisions of this Section;
- Use – Any personal information as defined in the *Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5* that is requested from a Proponent by OECM shall only be used to select the qualified individuals to undertake the Services and to confirm that the work performed is consistent with these qualifications; and
- Consent – It is the responsibility of the Proponent to obtain the consent of such individuals prior to providing the information to OECM. OECM will consider that the appropriate consents have been

obtained for the disclosure to and use by OECM of the requested information for the purposes described.

4.5.5 Non-Disclosure Agreement

OECM reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to OECM.

4.5.6 Freedom of Information and Protection of Privacy Act

The *Freedom of Information and Protection of Privacy Act (Ontario)*, applies to information provided by Proponents. A Proponent should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by OECM and its Clients. The confidentiality of such information will be maintained by OECM, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

By submitting a Proposal, including any Personal Information requested in this RFP, Proponents agree to the use of such information for the evaluation process, for any audit of this procurement process, and for contract management purposes.

4.5.7 Competition Act

Under Canadian law, a Proposal must be prepared without conspiracy, collusion, or fraud. For more information, refer to the Competition Bureau website at <http://www.cb-bc.gc.ca/eic/site/cb-bc.nsf/eng/01240.html>, and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34.

4.5.8 Trade Agreements

Proponents should note that procurements coming within the scope of either Chapter 5 of the Agreement on Internal Trade or within the scope of the Trade and Cooperation Agreement between Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP.

For more information, please refer to the Internal Trade Secretariat website at www.ait-aci.ca/ or to the Trade and Cooperation Agreement between Quebec and Ontario at <http://www.marcan.net/assets/trade%20arrangements/Quebec-Ontario%20Trade%20and%20Cooperation%20Agreement%20English.pdf>.

4.5.9 Intellectual Property

The Proponent shall not use any intellectual property of OECM or Clients, including but not limited to, logos, registered trademarks, or trade names of OECM or Clients, at any time without the prior written approval of OECM and the respective Clients.

4.6 Reserved Rights and Governing Law of OECM

4.6.1 General

In addition to any other express rights or any other rights, which may be, implied in the circumstances, OECM reserves the right to:

- (a) Make public the names of any or all Proponents;
- (b) Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information, if accepted, into the Proposal, at OECM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- (c) Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in OECM's sole and absolute discretion;

- (d) Verify with any Proponent or with a third party any information set out in a Proposal;
- (e) Check references other than those provided by Proponents;
- (f) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with OECEM impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP;
- (g) Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached a contract with OECEM, or has otherwise failed to perform such contract to the reasonable satisfaction of OECEM, the Proponent has been charged or convicted of an offence in respect of a contract with OECEM, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECEM;
- (h) Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal;
- (i) Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (j) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (k) Reject a Subcontractor proposed by a Proponent within a consortium;
- (l) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECEM;
- (m) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
 - o OECEM determines it would be in the best interest of OECEM not to award an Agreement,
 - o the Proposal prices exceed the bid prices received by OECEM for Services acquired of a similar nature and previously done work,
 - o the Proposal prices exceed the costs OECEM or its Clients would incur by doing the work, or most of the work, with its own resources,
 - o the Proposal prices exceed the funds available for the Services, or
 - o the funding for the acquisition of the proposed Services has been revoked, modified, or has not been approved,

and where OECEM cancels this RFP, OECEM may do so without providing reasons, and OECEM may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing.
- (n) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal;
- (o) Accept any Proposal in whole or in part; or
- (p) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECEM or is otherwise engaged in a dispute with OECEM.

and these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and OECEM shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Proponent or any third party resulting from OECEM exercising any of its express or implied rights under this RFP.

By submitting a Proposal, the Proponent authorizes the collection by OECM of the information set out under (d) and (e) in the manner contemplated in those subparagraphs.

4.6.2 Rights of OECM – Preferred Proponent

In the event that the Preferred Proponent fails or refuses to execute the Agreement within forty-five (45) Days from being notified of its position as the Preferred Proponent, OECM may, in its sole discretion:

- Extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, OECM may, in its sole discretion, terminate the discussions;
- Exclude the Preferred Proponent from further consideration and begin discussions with the next highest scoring Proponent without becoming obligated to offer to negotiate with all Proponents; and
- Exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP and issuing a new RFP for the same or similar Services.

OECM may also cancel this RFP in the event the Preferred Proponent fails to obtain any of the permits, licences, and approvals required pursuant to this RFP.

4.6.3 No Liability

The Proponent agrees that:

- Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;
- It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis; and
- It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.

The Proponent further agrees that if OECM commits a material breach of OECM's obligations pursuant to this RFP, OECM's liability to the Proponent, and the aggregate amount of damages recoverable against OECM for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of OECM, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from OECM can demonstrate. In no event shall OECM be liable to the Proponent for any breach of OECM's obligations pursuant to this RFP, which does not constitute a material breach thereof. The Proponent acknowledges and agrees that the provisions of the *Broader Public Sector Accountability Act, 2010* shall apply notwithstanding anything contained herein.

4.6.4 Assignment

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of OECM. Any act in derogation of the foregoing shall be null and void.

4.6.5 Entire RFP

This RFP and all Appendices form an integral part of this RFP.

4.6.6 Priority of Documents

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Appendices, the RFP shall prevail over the Appendices during the RFP process.

4.6.7 Governing Law

The laws of Ontario and the federal laws of Canada applicable shall govern the RFP, the Proposal, and any resulting Agreement therein.

[End of Part 4]

APPENDIX A – FORM OF AGREEMENT

The Form of Agreement is posted as a separate PDF file.

APPENDIX B – FORM OF OFFER

The submission of this Form of Offer is a mandatory requirement of this RFP. Complete the Form of Offer as set out below:



Proposals, which do not comply with all mandatory requirements, may, subject to the express and implied rights of OECM, be disqualified and not be evaluated further.

To: Ontario Education Collaborative Marketplace

From: [Insert Proponent's Name]

Re: **IN THE MATTER OF** our Proposal dated [Insert date] to which this Form of Offer is an integral part the Proposal prepared by [Insert Proponent's Name] and submitted in response to this RFP issued by OECM on October 24, 2013 as amended, regarding the selection of a Proponent to execute the Agreement pursuant to this RFP.

I am duly authorized by the Proponent, including the persons, firms, corporations, and advisors joining in the submission of this Proposal, to execute this Form of Offer. I solemnly declare and certify as follows:

1. Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting its Proposal including this Form of Offer, the Proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement, except as otherwise noted, and offers to provide the Services in accordance therewith at the Rates set out in Appendix C - Rate Bid Form.

2. Rates for Deliverables

As a mandatory requirement, the Proponent has submitted its Rates in accordance with the instructions in the RFP and in the form set out in Appendix C – Rate Bid Form.

3. Proposal Irrevocable

The Proponent agrees that its Proposal shall be irrevocable for one-hundred-and-eighty (180) Days following the Proponent's Proposal Submission Deadline.

4. 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 its Proposal to OECM's advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

5. Proof of Insurance and Good Standing under the *Workplace Safety and Insurance Act (Ontario)*

By signing this Form of Offer, the Proponent agrees, if selected, that it has verified its capability to do so and will provide proof of insurance coverage and a Certificate of Good Standing under the *Workplace Safety and Insurance Act (Ontario)* as set out in the Form of Agreement.

6. Addenda and Questions/Answers

The onus remains on Proponents to make any necessary amendments to its Proposals based on all addenda and question/answer documents issued by OECM prior to OECM's Deadline for Issuing Final Addenda.

Addenda and Question/Answers	The Proponent is deemed to have read the following:
The number of addenda posted =	[Enter the number of addenda received, if any.]
The number of question/answer documents posted =	[Enter the number of question/answer documents received, if any.]

7. Unfair Advantage and Conflict of Interest Statement

Prior to completing this Form of Offer, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 1.16 of this RFP.

Conflict of Interest	Response
Is there an actual or potential Unfair Advantage or Conflict of Interest, relating to the preparation of its Proposal, or if the Proponent foresees an actual or potential Unfair Advantage or Conflict of Interest in performing the contractual obligations contemplated in the RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, please enter details here.]

The Proponent agrees to provide any additional information, which may be requested by the RFP Coordinator, in the form prescribed by the RFP Coordinator.

Where, in its sole discretion, OECM concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Proposal, or declare that any Agreement awarded to the Proponent under the RFP should be terminated.

8. Proponent Information

Insert the required information in the table below.

Information Required	Response
Full legal name of the Proponent is:	[Enter response here.]
Any other relevant name under which the Proponent carries on business is:	[Enter response here.]

Information Required	Response
The jurisdiction under which the Proponent is governed is:	[Enter response here.]
The name, address, telephone and fax numbers, and email address of the Proponent's contact person are:	[Enter response here.]
Under the Canadian Payments Association membership rules, the Proponent is: <ul style="list-style-type: none"> • A LVTS participant; • A Schedule 1 bank under the <i>Bank Act (1991)</i>; and • Have physical branch locations across Ontario. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
The Proponent's business model:	<div style="text-align: center;">[Enter response here.]</div> <input type="checkbox"/> individual <input type="checkbox"/> partnership <input type="checkbox"/> sole proprietorship <input type="checkbox"/> consortium* <input type="checkbox"/> corporation <p><small>*If the Proponent is a consortium, Appendix F must be completed, signed, and submitted with the Proponent's Proposal.</small></p>

9. Execution of Agreement

If its Proposal is selected by OECM, the Proponent agrees to finalize and execute the Agreement substantially in the form set out in the Form of Agreement in accordance with the terms of the RFP.

Witness:
Signature:
Printed Name:
Date:

Proponent's Representative:
Signature:
Printed Name:
Date: <i>I have the authority to bind the Proponent.</i>

APPENDIX C – RATE BID FORM

Appendix C is attached as a separate Microsoft Excel file.

APPENDIX D – REFERENCE FORM

Each Proponent is required to provide three (3) references from organizations similar in size and scope to OECM and its Clients for which the Proponent has provided the same or similar Deliverables within the past three (3) years.

OECM, in its sole discretion, may confirm the Proponent's experience and or ability to provide the Deliverables required and described in its Proposal by checking the Proponent's references, and the provision of the references by the Proponent is deemed to be consent to such confirmation/contact with the references.

OECM reserves the right to revisit the Proponent's scores in the rated requirements based on information learned during reference checks, should they reveal that there is inconsistency between the Proponent's answers to the rated requirements and the results of the reference check.

OECM may check references other than those provided by the Proponent.

Reference #1

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: To:
Nature of services:	

Reference #2

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: To:
Nature of services:	

Reference #3

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: To:
Nature of services:	

APPENDIX E – RATED REQUIREMENTS

Appendix E is attached as a separate Microsoft Excel file.

APPENDIX F – CONSORTIUM INFORMATION

This Appendix **must** be completed, signed, and submitted with a Proponent’s Proposal, if a consortium submits the Proposal.

Information Required	Response
Name of the legal entity that is liable and responsible to OEMC for the provision of the Deliverables in this RFP (i.e. the Proponent).	[Enter response here.]
<ul style="list-style-type: none"> Describe the consortium members and what each will supply. 	[Enter response here.]
<ul style="list-style-type: none"> Describe the contingency plan if a consortium member is no longer part of the consortium. 	[Enter response here.]

Witness:
Signature:
Printed Name:
Date:

Proponent Representative:
Signature:
Printed Name:
Date:
<i>I have the authority to bind the Proponent.</i>

APPENDIX G – COMPLIANCE TO AGREEMENT

To: Ontario Education Collaborative Marketplace

From: Insert Proponent's Name

Proponent must complete and submit this Appendix.

For each article/section of the Agreement listed, the Proponent should set out whether or not the Proponent has read and understood that article/section and whether or not the Proponent is prepared to agree to that article/section as written by entering **Yes** or **No** in the appropriate column of the following table.

If the Proponent is not prepared to agree to any article/section as written in Appendix A – Form of Agreement, the Proponent is required to describe its concern with that article/section and indicate the types of changes that Proponent would seek to that article/section.

By asking the Proponent to set out its concerns with any proposed changes to the Agreement, OECM is **not** agreeing to make any such change. The information provided is being used by OECM to assess the Proponent's willingness to accept the provisions of the Agreement and identify the terms and conditions applicable to limited negotiations.

OECM, however, reserves the right **not** to negotiate any of the issues or limitation specified by the Proponent in its Appendix G compliance table.

OECM's intention is **not** to take part in protracted negotiations on the Agreement.

Please refer to Section 1.9 (Type of Agreement for Deliverables), Section 1.10 (Limited Negotiations) and Section 1.16 (Definitions - for a definition of Agreement).

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
MASTER AGREEMENT					
Article 1 – Interpretation and General Provisions					
1.01	Defined Terms				
1.02	Entire Agreement				
1.03	Severability				
1.04	Precedence of Contract Documents				
1.05	Force Majeure				
1.06	Notices by Prescribed Means				
1.07	Governing Law				
1.08	Third Party Benefits				
1.09	Counterparts				
1.10	Headings				
1.11	Interpretation				
1.12	Condonation Not a Waiver				
1.13	Changes by Written Amendment Only				

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
1.14	Rights and Remedies and Obligations Not Limited to Contract				
Article 2 – Legal Relationship Between OEM/Client, Supplier, and Third-Parties					
2.01	Supplier's Power to Contract and Perform its Obligations				
2.02	Representatives May Bind Parties				
2.03	Parties Not a Partner, Agent or Employee				
2.04	Responsibility of Supplier				
2.05	Liability of OEM				
2.06	Liability of the Crown				
2.07	Assignment				
2.08	Conflict of Interest				
2.09	Client Supplier Agreement				
2.10	Contract Binding				
Article 3 – Performance by Supplier					
3.01	Supplier's Performance and Client Supplier Agreement				
3.02	Use and Access Restrictions				
3.03	Notification by Supplier				
3.04	Work Volumes				
3.05	Reporting				
3.06	Disaster Recovery				
Article 4 – Payment for Performance					
4.01	Payment According to Master Agreement Rates				
4.02	Expenses or Additional Charges				
4.03	Records				
Article 5 – Confidentiality and FIPPA					
5.01	Approval of Publicity and Communications				
5.02	Confidential Information				
5.03	FIPPA and PIPEDA Compliance				
5.04	Survival				
Article 6 – Intellectual Property and Use of OEM Insignia					
6.01	Intellectual Property				
6.02	Survival				
Article 7 - Insurance					

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
7.01	Supplier's Insurance				
Article 8 – Termination, Expiry and Extension					
8.01	Immediate Termination of Master Agreement				
8.02	Dispute Resolution by Rectification Notice				
8.03	Termination for Convenience				
8.04	Supplier's Obligations on Termination				
8.05	Effect of Termination on Client Supplier Agreements				
8.06	Supplier's Payment Upon Termination				
8.07	Expiry, Client Supplier Agreement Survival and Extension of Master Agreement and Client Supplier Agreements				
Article 9 – Alternative Dispute Resolution					
9.01	Senior Conference				
9.02	Submission to Arbitration				
9.03	Procedure				
Schedule 1 (Deliverables, Supplementary Provisions, and Rates)					
Appendix A – Deliverables and Supplementary Provisions					
Appendix B – Rates for Deliverables					
Schedule 2 (Client Supplier Agreement)					
Appendix A – Deliverables and Supplementary Provisions					
Appendix B – Rates for Deliverables					
Appendix C – Other Supplier Forms					
CLIENT SUPPLIER AGREEMENT					
Article 1 – Interpretation And General Provisions					
1.1	Interpretation				
1.2	Definitions				
1.3	Master Agreement and Sharing of Information				
1.4	Appendices				
1.5	Interpretive Value of Contract Documents				
1.6	Liability of the Crown				
Article 2 – Representations And Warranties Of Both Parties					
2.1	Representations and Warranties				

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
Article 3 – Supplier’s Representations And Warranties					
Article 4 – Supplier’s Obligations					
4.1	Application by Client				
4.2	Deliverables				
Article 5 – Operation Of Accounts					
5.1	Client Accounts				
5.2	Waiver of Protest				
Article 6 – Cheque Presentment					
Article 7 – Debits To The Account					
7.1	Dishonoured Instruments				
7.2	Debit Accounts				
Article 8 – Account Security					
Article 9 - Subcontracting					
9.1	Supplier’s Subcontractors				
9.2	Liability for Subcontractors				
Article 10 – Correspondent Banks					
10.1	Services				
10.2	Claim by Supplier Against Correspondent Bank				
10.3	Claim By Client Against Correspondent Bank				
10.4	Interpretation				
Article 11 – Obligations of the Client					
Article 12 – Rates and Payment for Deliverables					
12.1	Rates and Payments				
12.2	Taxes				
Article 13 – Non-Exclusive Agreement, Work Volumes					
Article 14 - Instructions					
14.1	Authorized Parties				
14.2	Authorized Instructions				
14.3	Errors, Omissions in Authorized Instructions				
14.4	No Duty				
Article 15 – Intellectual Property					
15.1	General Rule				

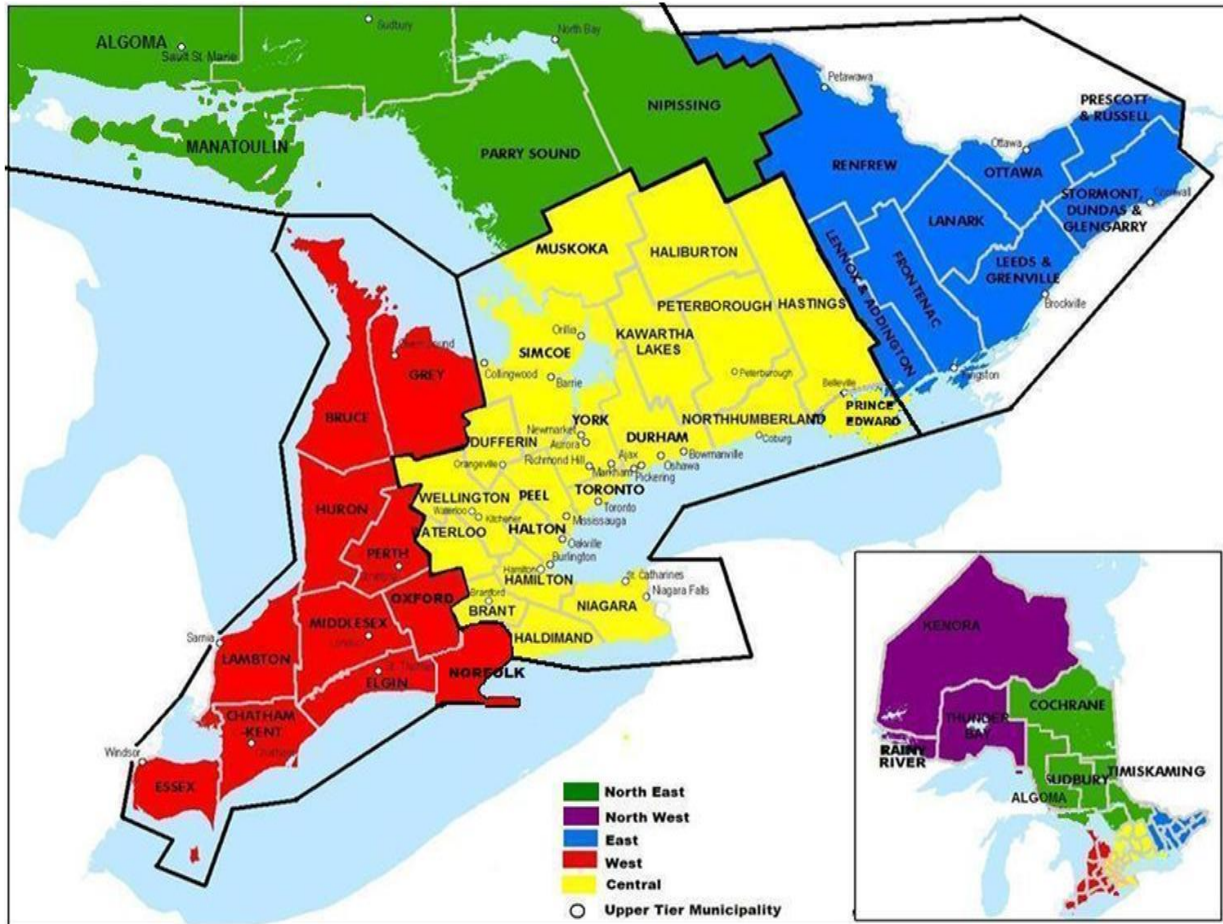
Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
15.2	Reports for Clients				
15.3	Supplier's Materials				
15.4	Third Party Rights				
15.5	Injunction Against Continued Use of Deliverables				
Article 16 - Negligence					
Article 17 - Indemnity					
17.1	Indemnity for Breach				
17.2	Exclusion				
17.3	No Liability for Certain Damage				
17.4	<i>Financial Administration Act</i> Section 28				
17.5	Defence of Claim				
Article 18 - Personnel					
Article 19 – Term, Extension and Termination					
19.1	Term				
19.2	Termination of Client Supplier Agreement Upon Notice				
19.3	Immediate Termination of Client Supplier Agreement				
19.4	Termination for Non-Appropriation				
19.5	Supplier's Obligations on Termination				
19.6	Supplier's Payment Upon Termination				
19.7	No Limitation of Remedies				
Article 20 – Insurance					
20.1	Insurance Coverage				
20.2	Proof of Insurance				
Article 21 – Conflict of Interest					
Article 22 – Approval of Publicity and Communications					
22.1	Signs and Promotional Material				
22.2	Logos and Trademarks				
Article 23 – Client Confidential Information					
23.1	Supplier's Obligations				
23.2	Irreparable Harm				
23.3	Disclosure Pursuant to a Requirement of Law				
Article 24 - Records					

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
24.1	Supplier's Records				
24.2	Other Records				
24.3	Retention of Records				
24.4	Additional Documents				
24.5	Authorization to Provide Records to OECM				
24.6	Survival				
Article 25 – FIPPA and PIPEDA Compliance					
25.1	FIPPA				
25.2	Personal Information				
25.3	Record Management				
25.4	Access to Personal Information				
25.5	PIPEDA				
25.6	Contravention of PIPEDA				
25.7	Survival				
Article 26 – Force Majeure					
Article 27 – Alternative Dispute Resolution					
27.1	Senior Conference				
27.2	Submission to Arbitration				
27.3	Procedure				
27.4	Confidential Information				
27.5	Termination Clauses not Subject				
Article 28 – Notices					
28.1	Addresses				
28.2	Deemed Notice				
28.3	Notice after 5:00 P.M.				
28.4	Notice of Termination				
Article 29 – Relationship of the Parties					
Article 30 – Admissibility of Evidence					
Article 31 – Waiver					
31.1	Waiver In Whole Or In Part				
31.2	Non-Waiver				
Article 32 – Compliance with Laws					
Article 33 – Remedies Cumulative					

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
	Article 34 – Non-Exclusive Remedies				
	Article 35 – Currency				
	Article 36 – <i>Interest Act</i> (Canada) Disclosure				
	Article 37 – Legislation				
	Article 38 – Governing Laws				
	Article 39 – Entire Agreement				
	Article 40 – Further Assurances				
	Article 41 – Time of Essence				
	Article 42 – Successors and Assigns				
	Article 43 – Amendment and Waivers				
43.1	Amendment by Written Agreement				
43.2	Change Requests				
43.3	Supplier Change Requests				
	Article 44 – Severability				
	Article 45 – Survival				
	Article 46 – Counterparts				

APPENDIX H – OEM GEOGRAPHICAL ZONES

Clients supported by OEM agreements are located in the following five (5) geographical Zones in the Province of Ontario. Refer to Sections 1.4, 1.5 and Appendix I of the RFP as well.



APPENDIX I – PROPONENT’S ONTARIO BRANCH LOCATIONS

Proponents shall complete and submit this Appendix. The content of the submitted Appendix I will be evaluated and scored as noted on Appendix E – Rated Requirements.

CAATs are set out below in the applicable Zone and Ontario County, District or Region (“CDR”). Refer to Sections 1.4, 1.5 and Appendix H of the RFP for more information.

OECM Zone & Ontario CDRs	CAAT Location/CDR	Number of Proponent Branch Locations per CDRs
Central Zone:		
Durham Region	The Centennial College of Applied Arts and Technology	
	Durham College of Applied Arts and Technology	
Hastings County	Loyalist College of Applied Arts and Technology	
Niagara Region	Niagara College of Applied Arts and Technology	
Northumberland County	The Mohawk College of Applied Arts and Technology	
Peel Region	Sheridan College Institute of Technology and Advanced Learning	
Peterborough County	Sir Sandford Fleming College of Applied Arts and Technology	
Simcoe County	The Georgian College of Applied Arts and Technology	
Toronto Region	The George Brown College of Applied Arts and Technology	
	Seneca College of Applied Arts and Technology	
	The Humber College Institute of Technology and Advanced Learning	
Wellington County	The Conestoga College Institute of Technology and Advanced Learning	
East Zone:		
Frontenac County	The St. Lawrence College of Applied Arts and Technology	
National Capital Region	Le College D'arts Appliques Et De Technologie La Cite Collegiale	
	The Algonquin College of Applied Arts and Technology	
North East Zone:		
Algoma District	The Sault College of Applied Arts and Technology	
Cochrane District	Northern College of Applied Arts and Technology	
Nipissing district	Canadore College of Applied Arts and Technology	
Sudbury Region	The Cambrian College of Applied Arts and Technology	
	College Boreal D'arts Appliques Et De Technologie	
North West Zone:		
Kenora District	The Confederation College of Applied Arts and Technology	
West Zone:		
Essex County	St. Clair College of Applied Arts and Technology	
Lambton County	The Lambton College of Applied Arts and Technology	
Middlesex County	The Fanshawe College of Applied Arts and Technology	