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## INSURANCE BROKER SERVICES

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### REQUEST FOR PROPOSALS NUMBER: #2017-296

**(Final with Amendments)**

**Request for Proposals Issued On:** September 27, 2017

**Proponent's Information & OTP Demo Session:** 2:00pm on October 4, 2017

**Proponent's Deadline for Questions:** 5:00pm on October 6, 2017

**Proponent's Deadline for Questions Pertaining to Issued Documents:** 5:00pm on October 16, 2017

**Close Date:** 2:00:00pm on October 30, 2017 local time in Toronto, Ontario, Canada

All times specified in this RFP timetable are local times in Toronto, Ontario, Canada.  
Please refer to Section 4.1.1 for the complete RFP timetable.

OECD 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 Insurance Broker Services (“Resources”) to support a Consortium of Ontario Colleges (“Consortium”) and other OECM Clients on an as-when-and-required basis. The requirements are set out as further described in Part 2 – The Deliverables (the “Deliverables”).

The Proponent must be Registered Insurance Broker of Ontario licensed.

This RFP is issued by OECM.

### **1.2 Objective of the RFP**

To help identify and manage insurance and risk management costs, while delivering on the core Resource requirements (as described in Part 2 - Deliverables), specifically with respect to claims management and risk control, OECM is seeking to establish and build a relationship with a Supplier that can provide the best possible insurance program and risk management Resources.

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

- Demonstrate an ability to identify, manage and insure the risks of the Consortium such that all required insurance coverage is purchased on the broadest terms possible, and as cost effectively as possible;
- Provide guidance and information to incumbent insurers and potential insurers and work with the Consortium to ensure that underwriters have the required understanding of the Consortium's operational risk exposures;
- Provide expertise and strategy relating to the management of the Consortium's risks, including risk identification and collection and analysis of claims information;
- Provide support for alternative risk financing structures, and work with the Consortium's actuaries and consultants or other service providers on any such initiatives;
- Demonstrate experience in negotiating with insurers in Canada and internationally as necessary, and describe how risk is communicated in order to ensure that the best combinations of price and coverage options are available;
- Understand, anticipate and be responsive to Consortium needs, including support for any student insurance needs where appropriate;
- Apply a reasonable standard regarding the management and issuance of policy documentation in a timely manner, regardless of the type of policy or location of insurer;
- Demonstrate an ability to identify, address and correct weaknesses in the current insurance program, without increasing costs where possible;
- Provide support and recommendations to the Consortium regarding risk control issues and support them with the analysis of risk control costs and benefits;
- Demonstrate an ability to provide claims management and claims advocacy to the Consortium;
- Provide and execute on mutually agreed Supplier Key Performance Indicators (“KPIs”) based on the core Resources outlined under Section 2.6; and
- Provide Resources to other OECM Clients to support their needs.

### **1.3 Supplier Expertise and Capabilities**

The Supplier should possess the following expertise and capabilities:

- Be fully cognizant of and have the demonstrated Resources knowledge;
- The capacity to provide large volume of Resources to a geographically diverse Client base;
- Extensive knowledge of the proposed Resources in support of Client's program implementation and usage; and,

- Provide knowledgeable and professional personnel ensuring Clients needs are met.

#### **1.4 Overview of OECM**

OECM is a not-for-profit collaborative sourcing and supplier partnership management organization. OECM's goal is to generate savings and process efficiencies to public sector and not-for-profit organizations by offering collaboratively sourced and competitively priced Resources through the OECM marketplace supplier partner agreements.

Working in collaboration with Clients, OECM:

- Establishes, promotes and manages non-mandatory agreements for Resources commonly used throughout its' Client community;
- Supports Clients' 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 Broader Public Sector ("BPS") Procurement Directive in all phases of the sourcing and agreement lifecycle.

#### **1.5 Ontario Broader Public Sector Procurement Directive**

OECM follows the BPS Procurement Directive effective April 1, 2011 issued by the Ontario Management Board of Cabinet.

The directive sets out rules for designated BPS entities on the purchase of goods and services using public funds.

The purpose of the directive is:

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

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:  
<https://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/English/BPSSC-Sec>

#### **1.6 Type of Agreement for Deliverables**

It is OECM's goal to meet Client's business needs by offering flexibility as represented through our marketplace of Resources. Through OECM's constant dedication to the pillars of savings, choice, and service OECM may, through this RFP process, enter into a Master Agreement ("Agreement") with one (1) Supplier for the provision of the Resources.

The Term of the Agreement is intended to be for approximately five (5) years until March 31, 2023, with an option in favour of OECM to extend the Term on the same terms and conditions for up to two (2) additional periods of up to one (1) year each. Agreement management performance (i.e. Client uptake, satisfaction, performance, quality, service provision, response time, reporting, marketing efforts and any commitments made in the Proponent's Proposal) will be considered when contemplating an Agreement extension.

Clients including Consortium Clients participating in the Agreements will execute a Client Supplier Agreement ("CSA") with a Supplier as attached in Appendix A - Form of Agreement. Prior to executing a CSA, the Client may negotiate their unique requirements with the Supplier and mutually agree to additional

terms and conditions (e.g. reporting, payment terms) ensuring the additional terms and conditions are not in any way inconsistent with the Form of Agreement agreed to by OECM and the Supplier.

The Agreement must be fully executed before the provision of any Deliverables commences.

#### **1.7 No Contract A and No Claims**

This RFP process is non-binding, and it does **not** intend to create, shall not create a formal legally-binding procurement process, and shall not give rise to the legal rights or duties applied to a formal legally-binding procurement process. This procurement process shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- This RFP shall not give rise to any contract A – based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and,
- Neither the Proponent nor OECM shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of an Agreement, failure to award an Agreement or failure to honour a response to this RFP.

#### **1.8 No Contract until Execution of Written Agreement**

This RFP process is intended to identify Proponents for the purpose of negotiation of a potential Agreement. The negotiation process is further described in Part 3 - Evaluation of Proposals.

**No** legal relationship or obligation regarding the procurement of any Resources shall be created between the Proponent and OECM by this RFP process until the successful completion of negotiation and execution of a written Agreement for the provision of the Resources has occurred.

#### **1.9 Non-Binding Rates Estimates**

While the Proposal Rates will be non-binding prior to the execution of a written Agreement, such information will be assessed during the evaluation and ranking of the Proponents, as further described in Part 3 – Evaluation of Proposals. Any inaccurate, misleading, or incomplete information, including withdrawn or altered Rates, could adversely impact any such evaluation, ranking, or Agreement award.

#### **1.10 No Guarantee of Volume of Work or Exclusivity of Agreement**

The volume information contained in this 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. Volumes are an estimate only and may not be relied on by the Proponent.

OECM makes no guarantee of the value or volume of work to be assigned to the Supplier.

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.

#### **1.11 Client Participation in OECM Marketplace Agreements**

OECM currently has four hundred and eighty-one (481) Clients using one (1) or more OECM agreements:

- One hundred and seventeen (117) School Boards, Colleges and Universities; and,
- Three hundred and sixty-four (364) other organizations.

Participation in OECM agreements has been steadily growing as illustrated in the table below, clearly demonstrating that the education sector and other public organizations are achieving value and savings by using OECM agreements.

Year over Year	Overall Spend Growth %
2012 over 2011	60%
2013 over 2012	50%
2014 over 2013	41%
2015 over 2014	17%
2016 over 2015	34%
July 2017 over July 2016	14%

The above information is as of July, 2017. For more information about OECM, please visit: <http://www.oecm.ca/>

## 1.12 Client's Usage of Agreements

The establishment and use of the Agreement consists of a two (2) part process.

**Part One**, which is managed by OECM, is the creation of the Agreement through the issuance of this RFP, the evaluation of Proposals submitted in response to it and the negotiation and execution of the Agreement.

**Part Two** (or the selection process) is managed by the Client or by OECM on the Client's behalf, and is focused on the Client's specific needs. Depending on the Client's internal policies, and potential dollar value of the Resources a Client may:

- Sign a CSA with the Supplier and then immediately obtain Resources on the terms and conditions, and the Rates (which are maximum Rates) set out in the Master Agreement and the CSA; or,
- Obtain Rates (e.g. by issuing a non-binding Request for Services) from the Supplier for their specific Resource requirements (including Rates). If the Client selects the Supplier, a CSA shall be executed, and then the Supplier shall provide the Resources in accordance with the specifications stated in the CSA and the Agreement.

When a Request for Services is issued, which does **not** constitute a contract A, contract B situation, it will identify the required Resources or it may request the Supplier to propose appropriate Resources to fulfill the Client's requirements and any other applicable information. The Client may negotiate Resources, as well as Rates with the Supplier to meet their unique requirements. At minimum, the Supplier's response should set out the following:

- Proposed Resources;
- Timelines for Resources; and,
- Final, net Rates.

Clients are **not** obligated to sign a CSA to obtain specific Resource pricing. However, a CSA must be signed before the provision of any provision of Resources commences.

## 1.13 Client Supplier Agreements

OECM and the Supplier will work together to encourage the use of the Agreement resulting from this RFP.

The Supplier will actively promote the Agreement to Clients by:

- Conducting sales and marketing activities directly to onboard Clients;
- Executing CSAs with interested Clients;
- Providing excellent and responsive customer support;
- Gathering and maintaining Client and market intelligence, including contact information; and,
- Identifying improvement opportunities (e.g. new Resources. new Clients, new Line of Coverage).

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

- Using online communication tools to inform and educate;
- Holding information sessions and webinars, as required;



- Attending, where appropriate, Client events;
- Facilitating CSA execution, where appropriate;
- Facilitating Request for Services requests, as required;
- Providing effective business relationship management;
- Managing and monitoring Supplier performance;
- Facilitating issue resolution; and,
- Marketing improvement opportunities.

#### **1.14 Historical Activity**

OECM currently has Insurance Broker Services agreement with one (1) supplier partner. The existing agreement will expire on March 31, 2018. The following twenty-three (23) Clients, to date, had made purchases through the existing agreement:

- Twenty (20) Consortium Clients;
- Two (2) School Board Clients; and,
- One (1) University Client.

#### **1.15 Proponent Consortium Information**

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

- One (1) of the members of the Proponent Consortium shall identify itself as the Proponent on behalf of the consortium in Appendix B – Form of Offer within OTP. The Proponent must also list all consortium members and state what each member will supply in Appendix F – Proponent Consortium Information Form within OTP; 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.

#### **1.16 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; and,
  - The term “will” describes a procedure that is intended to be followed.

## 1.17 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.

**“Administration Fee”** means a fee, which contributes to the recovery of OECM's operating costs as a not-for-profit/non share corporation, which is based on the before tax amount invoiced by the Supplier for Deliverables acquired by Clients through OECM's competitively sourced agreements. Once CSAs have been executed, this fee is collected and remitted by the Supplier to OECM on an annual basis as detailed in Part 2 of this RFP;

**“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;

**“Best and Final Offer”** or **“BAFO”** means a process during the negotiation in which the Preferred Proponent may be invited by OECM to submit a best and final offer on a process or section of the RFP to improve on their original Proposal submission. BAFO cannot be requested by a Preferred Proponent;

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

**“Business Day”** or **“Day”** means Monday to Friday between the hours of 8:00 a.m. to 5:00 p.m. local time in Toronto, Ontario, Canada 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;

**“Client”** means organizations such as school boards or authorities, colleges including the Consortium, universities, shared service organizations, not-for-profit organizations, municipalities and local boards, hospitals, other health care agencies, provincially funded organizations (“PFO”), Crown corporations, and any other broader public sector agencies, boards or commissions or similar entities not specifically mentioned here;

**“Client-Supplier Agreement”** or **“CSA”** means a schedule attached to the Agreement, which is executed between Clients and a Supplier for the provision of the Deliverables in the RFP;

**“Closing Date”** 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;

**“Commercial Response”** means the Rates submitted by the Proponent within Appendix C and uploads to OTP as part of the commercial envelope;

**“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 the RFP, its pricing or the RFP 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 judgment; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement;

**“Consortium”** means a consortium of Ontario Colleges, as defined in Appendix I;

**“Deliverables”** means Resources to be delivered as specified in this RFP;

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

**“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;

**“Line of Coverage”** means an insurance policy;

**“Master Agreement”** or **“Agreement”** means the agreement to be made between the Preferred Proponent and OECM 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 Supplier;

**“OECM”** means the Ontario Education Collaborative Marketplace;

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

**“Ontario Tenders Portal”** or **“OTP”** means the electronic tendering platform <https://ontariotenders.bravosolution.com/esop/nac-host/public/home.html> through which a Proponent's Proposal must be submitted by the Closing Date;

**“Personal Information”** or **“PI”** is defined in Appendix A the Form of Agreement;

**“PFO”** means a provincially funded organization;

**“Preferred Proponent”** means the Proponent that is invited into negotiations 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 suggest, refers to a potential Proponent;

**“Proponent Consortium”** means when more than one (1) business entities (i.e. vendor consortium members) agree to work together and submit one (1) Proposal to satisfy the requirements of the RFP. One (1) of the consortium members shall identify itself as the Proponent and assume full responsibility and liability for the work and actions of all consortium members;

**“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 - Commercial Response;

**“Request for Service”** means a request for pricing for specific Resources issued by a Client or OECM on behalf of a Client to the Supplier;

**“Resource”** means all the Deliverables to be provided or performed by the Supplier, under the Agreement, and includes everything that is necessary to be supplied, provided or delivered by the Supplier;

**“Request for Proposals”** or **“RFP”** means this Request for Proposals #2017-296 issued by OECM, including all appendices and addenda thereto;

**“Subcontractor”** includes the Supplier’s subcontractors or third party providers or their respective directors, officers, agents, employees or independent contractors, who shall fall within the meaning of Supplier for the purposes of the Agreement as mutually agreed upon by the Client;

**“Supplier”** means a Preferred Proponent who has fully executed an Agreement with OECM and has assumed full liability and responsibility for the provision of Deliverables pursuant to the Agreement either as a single Supplier or a lead Supplier engaging other suppliers or Subcontractors;

**“Technical Response”** means the technical information the Proponent submits within OTP as part of the technical envelope;

**“Term”** has the meaning set out in Section 1.6 of this RFP; 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 Resources

The Supplier will provide the Resources to meet the requirements set out in this RFP during the Term of the Agreement.

The Supplier shall:

- Provide high quality Resources to support Clients' requirements for account management, day-to-day administration, comprehensive risk identification and assessment, insurance policy review and interpretation, development and execution of the insurance renewal, monitoring of current and future trends, alternative risk financing structures, claims management and risk control;
- Allow for core Resources requirements, as set out in Section 2.6, to be reviewed, (either in-house or through contracted third party firm) to support risk management efforts specifically in the areas of claims management (excluding adjuster services) and risk control services; and,
- Conduct business with the Client's incumbent and prospective insurers and adjusters.

Refer to the following table for Client specific requirements and corresponding RFP Sections:

Client	Applicable RFP Sections
College Consortium Clients	2.2 to 2.21
Other OECM Clients	2.22 to 2.36

### 2.2 Background – Ontario Colleges

Ontario Colleges are comprised of twenty-four (24) publicly funded community Colleges. The Colleges offer more than 5000 programs to more than 225,000 full time equivalent students, serving communities throughout Ontario, providing access to people in rural and remote areas, and to people from all walks of life.

Colleges offer many credentials including advanced diploma, certificates, 2-year and advanced 3-year diplomas, bachelor's degrees in applied areas of study, graduate certificates for those who have already achieved a post-secondary diploma or degree, and joint College-University programs which allow students to earn a College diploma and a University degree.

College programs are offered in the fields of business, tourism and travel, journalism, computer programming, construction trades, health care and many others. Distance education and courses offered online are important delivery methods for many colleges. Customized programs and training are also offered on a contract basis to major employers in Ontario.

Several Colleges are French based Colleges.

Several Colleges have international activities such as contracts, programs and campus outside of Canada.

Visit <http://www.collegesontario.org/> and <http://www.ontariocolleges.ca/> for more details.

### 2.3 Consortium of Ontario Colleges – Joint Insurance Committee

Twenty (20) Colleges participate in an insurance consortium to ensure consistent and efficient delivery of the Resources and to achieve volume related pricing advantages.

Subject to the direction of the Colleges Ontario Administrative Services Coordinating Committee ("ASCC") and the Colleges Ontario Finance Officers ("COFO"), a Joint Insurance Committee ("Committee") was created and has been in place since 2009. The Committee's purpose is to assist ASCC in its oversight of insurance matters and the underlying process, including, but not limited to, selection of the independent insurance broker, their performance, and independence from insurance underwriters, and overall compliance by the members with appropriate requirements.

The Committee has formed a Task Force to research insurance opportunities for the Colleges. The Task Force is comprised of four (4) administrative staff members from the Ontario Colleges – as noted on Appendix I.

Intech Risk Management Incorporated (“Intech”) is engaged with this RFP procurement process to support the Consortium.

### 2.3.1 Participating Consortium Members

Appendix I sets out all Ontario Colleges and indicates which Colleges are Consortium members, as well as the number of students at each College and their website addresses.

## 2.4 Consortium Insurance Arrangements

The College Consortium members currently participate in a group insurance purchasing plan. It is a fixed fee cost insurance program purchased in the traditional insurance market on a group basis. The Colleges participating in the Consortium enjoy preferred rates due to economies of scale. A formal control adjuster arrangement is in place for the majority of the Colleges for certain lines of coverage.

### 2.4.1 College Consortium Group Insurance Program

Below table illustrates the types of insurance and related gross premiums for the current group insurance purchasing plan.

Line of Coverage	Number of Policies	Gross Premiums
Property	20	\$2,152,735
Excess Property	8	\$95,035
Boiler & Machinery	20	\$352,624
Commercial General Liability	20	\$1,626,039
Commercial General Liability-Entertainment	1	\$595
Umbrella Liability	20	\$108,000
Crime and Excess Crime	21	\$121,061
Automobile	20	\$283,088
Garage Automobile	19	\$37,735
User Group	20	\$0
Directors & Officers/Education Institution Errors & Omissions	20	\$539,829
Excess Directors & Officers/ Education Institution Errors & Omissions	16	\$171,681
Fixed Site Pollution Liability and Contractors Pollution Liability*	9	\$231,073
Environmental impairment Liability*	1	\$52,102
Builders Risk*	3	\$144,356
Construction Wrap Up Liability and Excess Construction Wrap Up Liability*	4	\$127,537
Individual Engineers & Architects Errors and Omissions	1	\$1,040
Media Liability	10	\$48,656
Cyber Liability and Excess Cyber Liability	15	\$529,656
Aircraft Hull, Aviation General Liability and Non-Owned Aviation Liability	10	\$505,526
Private Aircraft	1	\$7,982
Marine Hull Liability	3	\$11,319
Composite Marine Package	1	\$1,175
UAV (Remotely Piloted Aircraft System)	4	\$35,928

Line of Coverage	Number of Policies	Gross Premiums
Fine Arts	1	\$1,296
Commercial Bonds	1	\$378
Confidential Coverage*	11	\$114,792
Excess WSIB	10	\$768,191
Business Travel Accident, Accidental Death & Dismemberment and Emergency Out of Country Medical	37	\$231,850
Student Accident Insurance and Accidental Death & Dismemberment	25	\$74,440
Student Government policies*	3	\$5,961
<b>Total</b>	<b>355</b>	<b>\$8,381,680</b>

An asterisk (\*) denotes the Line of Coverage is multi-year policy.  
The above information represents the policies in place as of August 31, 2017.  
Gross premiums include tax and commission where applicable.

During the past 12 months, 4,470 certificates of insurance have been issued for the Consortium Clients.

#### 2.4.2 College Consortium Loss Experience

Over the last five (5) years, the average annual gross loss ratio is summarized below.

Line of Coverage	Number of Claims	Losses	Premium	Loss Ratio
Property	66	\$5,120,880	\$9,486,502	54%
Boiler & Machinery	16	\$296,878	\$1,998,286	15%
Commercial General Liability	274	\$3,916,597	\$7,374,788	53%
Automobile	54	\$149,617	\$1,760,915	8%
Directors & Officers/Education Institution Errors & Omissions	150	\$985,223	\$3,162,136	31%
<b>Total</b>	<b>560</b>	<b>\$10,469,195</b>	<b>\$23,782,627</b>	<b>44%</b>

For lines of coverage not shown, there is a zero percent (0%) loss ratio.

#### 2.5 Key Risk Exposures

There are several key issues from risk management perspective the Consortium face. Some challenges include but are not limited to:

##### Cyber Liability:

- Privacy and Technology;

##### Drone (UAV) Liability:

- Property/Hull and Liability;

##### Educator's Liability:

- Driving and flight schools;
- Includes Errors & Omissions, Directors & Officers, Fiduciary and Employment Practices Liability;
- Low deductible level; and,
- Separate aggregates per College;

Facilities Users Liability:

- General Liability insurance for Individual or group use/rental of Client facilities;

General Liability/Umbrella:

- Abuse and Malpractice coverage;
- Low deductible level; and,
- Sports related liabilities;

International:

- International Campus;
- International programs (e.g., partnerships, contract services);

Property Insurance Program:

- Extreme weather;
- Maintaining details on Construction, Occupancy, Protection and Exposure ("COPE"); and,
- Replacement cost valuation;

Student Insurance:

- Contents and Liability coverage;

Terrorism:

- Property and Liability.

Workplace Violence and Active Shooter:

- Primary Liability;
- Business Income;
- Property Damage; and,
- Crisis Response and Counselling coverage;

## **2.6 College Consortium Core Resources**

The Consortium requires a variety of insurance and risk management Resources to be provided by the Supplier. These Resources include, but are not limited to:

### **2.6.1 Account Management Support to the Consortium**

The Consortium requires a creative and responsive Supplier and support team, headed by a professional and knowledgeable account executive well versed in the insurance industry, to provide ongoing and day-to-day administration.

The Supplier's team must be responsive to the needs of the Consortium and provide requested information and documentation on a timely basis, and keep them apprised of all new developments and changes in the insurance industry which may impact the Consortium's insurance and risk management needs.

The Committee requires regular and ongoing meetings with the Supplier's account team to effectively prepare for, and deal with, the annual insurance renewal Resource for all of its policies of insurance. As part of the implementation and renewal process, the Committee may require meetings with current and prospective insurers.

Once the insurance is in place, the Committee and the Consortium will require the account team to meet on a regular basis, and as required, to discuss issues that may arise from time to time which could impact their insurance and risk management programs.

### **2.6.2 Day-to-day Administration**

The Consortium may require the assistance of the Supplier to review contracts, leases, and agreements, to ensure they are compliant with the insurance requirements and ensuring appropriate risk transfer where applicable. Contract, lease, and agreement review is also a useful risk identification tool, as it may assist the Supplier in fully understanding the overall business risks inherent in the Consortium member's operation.

The Supplier shall issue auto liability insurance cards and certificates of insurance as required under contracts, leases, and agreements between the Consortium member and third parties, including partners, for accuracy and compliance with the contract, lease or agreement terms and conditions. The Supplier will issue certificates if the third party is listed as an additional insured. Overall, it will benefit the Consortium to have the Supplier provide certificates of insurance, where required, on line, to ensure prompt handling of these types of requests.

The Supplier may develop, and substantiate, premium allocations and spreadsheets for each class of insurance.

The Supplier shall review, monitor, and report insurance company ratings on a regular basis. The Consortium must be kept up-to-date on the financial stability of all insurance companies and reinsurance companies participating in the Resource provision, and the Resources of third parties and partners on whom the Consortium is relying upon for indemnification.

### **2.6.3 Comprehensive Risk Identification and Assessment**

As part of the initial review of any insurance needs, the Consortium requires the Supplier to participate in the development and implementation of a systemic, comprehensive, risk identification and assessment process.

The process will allow all parties to become familiar with current risks and exposures facing the Consortium, and how they may be addressed. As well, a process for ongoing assessment and communication, through Supplier insurance training as appropriate, of new risks and exposures encountered by the Consortium, must be developed to ensure all parties are kept abreast of all new developments likely to impact them.

This process will involve meetings with the Consortium and the Committee, a review of all corporate material, contract, lease and agreement review, claims review and developing a risk identification, assessment and quantification model.

### **2.6.4 Insurance Policy Review and Interpretation**

The Supplier shall conduct a complete and comprehensive policy review, within the Consortium's acceptable time limits.

### **2.6.5 Development and Execution of the Insurance Renewal**

The Supplier shall develop and implement for the Committee's approval, the renewal strategy for the annual insurance coverage.

The following activities may be required as part of the renewal process:

- Development of underwriting material;
- Preparation of submissions, and to provide copies to the Committee for review and acceptance;
- Review of insurance market conditions in terms of insurer capacity, pricing, and the opportunities for enhancement of existing coverage, as well as new coverage considerations;
- Benchmark the Consortium's insurance program against peers, as appropriate;
- Provision of firm costs to the Committee, including confirmation of any enhanced or contingent profit commissions or overrides received from any insurer;
- Identification of suitable insurers with an interest in insuring the Consortium's portfolio;



- Deductible studies to determine the appropriate level of deductible for each class of insurance, in relation to the Consortium's appetite for risk, and the corresponding premium credits available;
- Review and provide the financial ratings of all proposed insurers;
- Timely issuance and review of all insurance documents including, but not limited to, policies, binders, cover notes, certificates and the like while ensuring that the terms, conditions and other relevant information is correct;
- Seek approval from the Committee prior to finalizing renewal coverage;
- Prompt issuance of all necessary certificates in accordance with instructions from the Consortium;
- Preparation of an annual stewardship report that will include, but not be limited to, the goals, objectives, activities and accomplishments achieved during the renewal process, and annually thereafter;
- Provide summaries for all new Resource placements, as well as changes/updates to existing coverage;
- Provide an annual summary of insurance outlining all relevant policy information; and,
- Prepare and circulate meeting minutes for the Committee.

#### **2.6.6 Monitoring of Current and Future Trends**

The Supplier will ensure that it stays current on issues such as insurer capacity, new insurance products, alternative risk financing and financial strength of insurers.

#### **2.6.7 Claims Management and Advocacy Resources**

The Supplier will review loss run reports for accuracy and for confirmation of the breakdown of claims costs between indemnities, legal expenses and adjusting expenses and request them from insurers on a quarterly basis. Each Consortium member as applicable will pay costs for claims below the deductible, including any adjusting expenses. The Supplier will track claims and adjusting costs from the first dollar.

Under the Colleges group insurance program the insurers provide all claims, risk control, and related account services.

The Consortium will undertake a review of the Resources, costs, and performance of a control adjuster for property and liability claims and, when required, for claims under other forms of insurance coverage. The Supplier may be asked to assist in this process.

The Supplier will assist the Consortium in reporting new incidents/claims and resolving any new claims and, may assist in the oversight and management of historical open claims.

The Consortium's claims handling/reporting procedures will be supported by the Supplier (e.g. development and implementation of internal claims handling procedures).

There should be a link between claims and risk control resources such that the Supplier will monitor and identify claims trends and frequencies from claims activity that can be shared within the Consortium to introduce appropriate risk control measures, thereby helpful in reducing the overall cost of risk.

#### **2.6.8 Risk Control Resources**

Current risk control Resources provided by the Supplier includes assistance in the coordination of the site surveys, and review of the recommendations and providing assistance to the Colleges to address any immediate concerns.

In addition, the Consortium is interested in a comprehensive risk control approach designed to be delivered, preferably through an electronic information system, which could include:

- Assistance with maintaining and updating COPE information for all locations;

- Ensuring engineering inspections at Client properties are conducted as requested and provide report and recommendations to the Client;
- Property and liability risk control inspections to be carried out at each location on a scheduled basis, and including tracking of priority recommendations to resolution;
- Cost/benefit analysis of recommendations;
- Risk control Resources as required on a specific project basis;
- Other risk control Resources required may include, but not be limited to, development of surveys, checklists, plan/drawing review, policy and procedures manual development and review of design standards; and,
- The Supplier should provide a link between claims and risk control resources such that knowledge from claims activity can be shared within the Consortium to introduce appropriate risk control measures, where this can be helpful in reducing the overall cost of risk.

## **2.7 Implementation of Resources**

The Supplier shall provide implementation Resources to Consortium Clients ensuring proper account and electronic platform set up, and historical data transferred at no cost to Consortium Clients.

The Supplier shall also provide transition support to Clients at the end of the Term to ensure seamless transition.

## **2.8 Optional Process to Add Other Resources**

During the Term of the Agreement, if mutually agreed by the Consortium, OECM and the Supplier, other Resources may be added to the Agreement to align with Client needs.

The Supplier shall provide OECM at least ninety (90) days prior written notice, if requesting a Resource refresh.

Additional Resource requests from the Supplier must be accompanied by appropriate documentation (e.g. detailed calculations, Resource description, and rationale for the addition).

Volumes and Agreement management performance (i.e. Supplier's Performance Management Scorecard results) will be considered when contemplating adding Resources to the Agreement. In the event the Supplier's performance is poor and/or unacceptable, the Consortium and OECM may not agree to the Supplier's Resource refresh request. All other Resources shall remain unchanged.

Rates, for newly added Resources, will be negotiated at the time ensuring alignment with similar Resources currently available on the Agreement.

Agreements will be amended accordingly.

## **2.9 Personnel**

The Supplier shall ensure only qualified and experienced personnel will provide Resources to Clients.

## **2.10 Invoicing**

Flexibility in invoicing and payment processes is required. The Supplier shall submit an invoice to each Client, in either paper or electronic format.

The Supplier shall not invoice for Resources prior to April 1, 2018 except for new Lines of Coverage.

## **2.11 Payment Terms and Method**

The Client's standard payment terms are net thirty (30) days. Different payment terms may be agreed upon when executing CSAs.

Note – Client's payment terms will **not** be in effect until the Supplier provides an **accurate** invoice.

The Supplier shall accept payment from Clients by cheque, P-Card, Visa payables Automation (via ghost card) or Electronic Funds Transfer ("EFT") at no extra charge to the Client.

Invoices for Resources will not be paid prior to April 1, 2018 and must be aligned with premium payments.

#### **2.11.1 Electronic Funds Transfer**

The Supplier shall provide the Client with the necessary banking information to enable EFT for any related invoice payments. The necessary information includes, but is not limited to:

- A void cheque;
- Financial institution's name;
- Financial institution's transit number;
- Financial institution's account number; and,
- Email address for notification purposes.

#### **2.12 Customer Support to the Consortium**

The Supplier shall provide effective customer support to the Consortium including, but not limited to:

- A responsive account executive (or team of personnel lead by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing ordering, administrative, operational support and issue resolution;
- Responding to the Consortium's inquiries (e.g. to day-to-day activities, project specific quotation, scheduling issues) within one (1) Business Day;
- Easy access to the Supplier including outside of normal Business hours (e.g. by online, toll free telephone number, email, voicemail, and fax);
- Ensuring the Consortium satisfaction;
- Promote the use of technology to facilitate excellent customer experience;
- Provide KPI reporting to individual Consortium Clients, as requested;
- Knowledge transfer, and no-charge educational events (e.g. webinars);
- Attend meetings with the Consortium and individual Consortium Clients, as requested; and
- Provide reports, upon request.

#### **2.12.1 Consortium Client Reporting**

The Supplier shall provide reports relating to the provision and support of the Resources (e.g. claims reports, annual reports, and the annual level of effort (i.e. number of hours) per core Resource as set out in Section 2.6).

The Supplier shall also provide an annual report to the Consortium; the report should include the following information at a minimum:

- Summary of insurance program performance and results; and,
- Insight on the state of the industry and its forecast for the upcoming year.

Clients may require other reporting, the details of other Clients reporting requirements would be set out in the CSA.

## **2.13 Agreement Management Support to Consortium and OECM**

The Supplier shall provide appropriate Agreement management support to Consortium Clients and OECM including, but not limited to:

- Assigning an account executive responsible for overseeing all aspects of the Client relationship and issues, providing the Consortium and OECM support of the Master Agreement;
- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- Promoting the Agreement within the College community;
- Attending business review meetings with the Consortium and OECM;
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- Monitoring, managing and reporting spend, savings and service quality (including customer support);
- Conducting comparative analysis and surveys regularly during the Term of the Agreement to ensure customer satisfaction and support for Client's strategic direction; and,
- Timely submission of reports showing invoiced Resources, and other ad hoc reports as required.

## **2.14 Supplier Service Performance Management for Consortium Clients**

To ensure Agreement requirements are met, the Supplier's performance will be measured and tracked by the Committee and OECM to ensure:

- On time delivery of high quality Resources at the Agreement Rates;
- Exceptionally high Client satisfaction levels are maintained;
- On-time Agreement activity reporting to the Consortium and OECM; and
- Continuous improvement.

The Supplier's Performance Management Scorecard and other performance indicators will be used to measure the Supplier's performance throughout the Term of the Agreement, ensuring Clients receive quality services. The Supplier's performance score will be considered when OECM in collaboration with the Committee contemplate Agreement decisions, such as:

- The approval or rejection, in whole or in part, of Supplier Rate refresh requests;
- The approval or rejection of Supplier request to add other related Resources to the Agreement;
- Agreement extensions;
- Agreement termination; and
- The award of future OECM agreements.

Detailed KPIs will be established and agreed upon at negotiations between OECM and the Preferred Proponent.

The Supplier shall maintain accurate records to facilitate the required performance management reporting requirements. Refer to Appendix H – Supplier's Performance Management Scorecard for more details.

A Client may, when executing a CSA, seek other KPIs.

### **2.14.1 KPI Reports for Consortium Clients**

The Supplier shall collect and report agreed upon Consortium KPIs to the Committee and OECM for review of the Supplier's performance ensuring Client satisfaction on a quarterly basis and they will be used to measure the Supplier's performance throughout the Term of the Agreement.

## **2.15 Reporting to OECM for Consortium Clients**

The Supplier shall be responsible for providing reports to OECM as further described below, including but not limited to:

- Quarterly Consortium activity reports, at the Client and aggregated Resource level, the report shall include the following information at a minimum:
  - CSA status (i.e., new CSA signed, CSA pending execution);
  - New Lines of Coverage purchased by Consortium Clients including the following information at a minimum:
    - Client's organization name;
    - Resource description (e.g., Cyber, International coverage);
    - Premium amount exclusive of tax;
- Quarterly Performance Management Scorecard Reporting as specified in this RFP and resulting Agreement; and
- Any other ad hoc reports requested by OEMC.

Report details will be discussed and established at the Agreement finalization stage between OEMC and the Preferred Proponent. Other reports may be added, throughout the Term of the Agreement, if mutually agreed upon between OEMC and the Supplier.

## **2.16 Rate Methodology for Consortium Clients**

Maximum fixed fee for service Rate for existing Lines of Coverage shall be applicable for the Agreement resulting from this RFP.

The proposed Rates shall be firm for the first three (3) years of the Agreement and may be adjusted for the fourth and fifth year with a maximum increase that is less or equal to the Statistic Canada published Consumer Price Index ("CPI") year over year percentage of change for Ontario, All-items.

The proposed Rates for the Agreement extensions, if exercised, will be adjusted according to the optional pricing refresh as stated in Section 2.16.1.

The Supplier may take full commission that is equal or less than the industry standard commission percentage Rate on new Line of Coverage for the policy term in which it is placed (initial placement). The Supplier shall not take commission on the new Line of Coverage in any subsequent policy renewal for the balance of the Term of the agreement. The Supplier shall provide supporting document to support the commission percentage Rate charged.

### **2.16.1 Rate Refresh for Consortium Clients**

OEMC or the Supplier may request a pricing refresh of the Rates by providing a written notice nine (9) months prior to the expiry first extension period, if exercised. If a pricing refresh request is not requested, the Rates from the previous period shall remain in effect for the next extension period, if exercised.

As part of any review OEMC will consider pricing adjustments that reflect changes in operation adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, or ordinances. Any pricing refresh request from a Supplier must be accompanied and supported by appropriate documentation (i.e. detailed calculations and individual Client impact analysis) to support any price adjustment. OEMC may use a third party index (e.g. Consumer Price Index) in its Rates review. OEMC will not consider any fixed costs or overhead adjustments in its review.

Volumes and Supplier's service performance management scorecard (i.e. key performance indicators, quality, Resource provision and response time, reporting) will be considered when contemplating a pricing refresh.

If a proposed Rate refresh was agreed upon between OEMC and the Supplier, the new Rates would only be applicable to Resources ordered after the effective date of the new Rates. The effective date of the Rate change must allow Clients a minimum of thirty (30) day prior notice, as applicable. Therefore, the effective date of a Rate change will be determined accordingly and shall only be applicable to Resources provided after OEMC and the Supplier execute an Agreement Rates amendment.

If for any reason, the Supplier and OEMC cannot agree on the new Rates, the Agreement may be terminated unless the Supplier agrees to withdraw its request for a Rate increase and continue the provision of the Resources at lower agreed upon Rates. In the event of termination, if exercised by OEMC, the

Supplier will be provided ninety (90) days prior written notice. In such event, the current Rates shall apply until the date of termination.

Decreases to the Rates shall be accepted at any time during the Term of the Agreement.

Agreements will be amended accordingly.

## **2.17 Saving Calculation**

OECM tracks, validates, and reports on savings on all its agreements. Once OECM receives the Clients' approval, the Supplier shall provide OECM with Clients' historical spend (e.g. baseline information) prior to the effective date of this Agreement if applicable.

## **2.18 Disaster Recovery and Business Continuity**

The Supplier shall possess and provide to OECM and/or Clients upon request, information about disaster recovery and business continuity programs including processes, policies, and procedures related to safety standards, preparing for recovery or continuation of Resource availability critical to Clients.

## **2.19 Licences, Right to Use and Approvals**

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

The Supplier must be, at all times, a Registered Insurance Broker of Ontario during the Term.

Where a Supplier is required by Applicable Law 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.

## **2.20 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 the Deliverables, accessible and inclusive Resources 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.

The AODA may be found at [http://www.e-laws.gov.on.ca/html/statutes/english/elaws\\_statutes\\_05a11\\_e.htm](http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm).

## **2.21 Documentation**

The Supplier shall maintain all necessary records related to the provision of the Resources for seven (7) years after the expiration of the Term of the Agreement.

Further information is detailed in Appendix A – Form of Agreement.

## **2.22 Other OECM Client Insurance Arrangements**

Other OECM (i.e., non-Consortium) Clients currently have their individual insurance programs and/or may be part of a reciprocal insurance program; these Clients may require Resources on an as-and-when-required basis. Clients will have different arrangements for control adjusters.

## **2.23 Core Resources for Other OECM Clients**

Other OECM Clients face similar risk exposures and may require similar core Resources as those set out in Section 2.6 for the College Consortium Clients, however, the Supplier shall be flexible in Resources provision to meet individual Client's needs.

## **2.24 Implementation of Resources**

The Supplier shall provide implementation Resources to Client ensuring proper account and electronic platform set up, and historical data transferred at no cost to Clients.

The Supplier shall also provide transition support to Clients at the end of the Term to ensure seamless transition.

## **2.25 Optional Process to Add Other Resources**

During the Term of the Agreement, if mutually agreed by the Clients, OECM and the Supplier, other Resources may be added to the Agreement to align with Client needs.

The Supplier shall provide OECM at least ninety (90) days prior written notice, if requesting a Resource refresh.

Additional Resource requests from the Supplier must be accompanied by appropriate documentation (e.g. detailed calculations, Resource description, and rationale for the addition).

Volumes and Agreement management performance (i.e. Supplier's Performance Management Scorecard results) will be considered when contemplating adding Resources to the Agreement. In the event the Supplier's performance is poor and/or unacceptable, the Clients and OECM may not agree to the Supplier's Resource refresh request. All other Resources shall remain unchanged.

Rates, for newly added Resources, will be negotiated at the time ensuring alignment with similar Resources currently available on the Agreement.

Agreements will be amended accordingly.

## **2.26 Personnel**

The Supplier shall ensure only qualified and experienced personnel will provide Resources to Clients.

## **2.27 Invoicing**

Flexibility in invoicing and payment processes is required. The Supplier shall submit an invoice to each Client, in either paper or electronic format.

The Supplier shall not invoice Client for Resources prior to existing policy renewal date with the exception of new Lines of Coverage.

The Supplier and Client shall mutually agree to invoicing processes when executing a CSA.

### **2.27.1 Payment Terms and Method**

The Client's standard payment terms are net thirty (30) days. Different payment terms may be agreed upon when executing CSAs.

Note – Client's payment terms will **not** be in effect until the Supplier provides an **accurate** invoice. .

The Supplier shall accept payment from Clients by cheque, P-Card, Visa payables Automation (via ghost card) or Electronic Funds Transfer ("EFT") at no extra charge to the Client.

### **2.27.2 Electronic Funds Transfer**

The Supplier shall provide the Client with the necessary banking information to enable EFT for any related invoice payments. The necessary information includes, but is not limited to:

- A void cheque;
- Financial institution's name;
- Financial institution's transit number;

- Financial institution's account number; and,
- Email address for notification purposes.

## **2.28 Customer Support to Other OECM Clients**

The Supplier shall provide effective customer support to other OECM Clients including, but not limited to:

- A responsive account executive (or team of personnel lead by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing ordering, administrative, operational support and issue resolution;
- Responding to Client's inquiries (e.g. to day-to-day activities, project specific quotation, scheduling issues) within one (1) Business Day;
- Easy access to the Supplier including outside of normal Business hours (e.g. by online, toll free telephone number, email, voicemail, and fax);
- Promote the use of technology to facilitate excellent customer experience;
- Provide KPI reporting to individual Clients, as requested;
- Knowledge transfer, and no-charge educational events (e.g. webinars);
- Attend meetings with Clients, as requested; and
- Provide reports, upon request.

### **2.28.1 Customer Satisfaction**

Understanding that each Client is different, the Supplier will perform customer satisfaction surveys with the designated Client personnel. The survey should be focused on, but not limited to the following:

- Response time; and
- Performance (i.e. Resource quality).

The survey content, frequency and requirements may vary from one (1) Client to another. The Supplier shall work with the Client to develop and distribute surveys to collect Client feedback, as mutually agreed upon by the Supplier and Client. Results shall be shared with OECM on a regular basis.

### **2.28.2 Reporting to Other OECM Clients**

The Supplier shall provide reports relating to the provision and support of the Resources (e.g. claims reports, annual reports, and the annual level of effort (i.e. number of hours) per core Resource.

Clients may require other reporting, the details of other Clients reporting requirements would be set out in the CSA.

## **2.29 Agreement Management Support to OECM for Other OECM Clients**

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

- Assigning an OECM account executive responsible for overseeing all aspects of the Client relationship and issues, providing OECM support of the Master Agreement;
- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- Promoting the Agreement within the Client community;
- Attending quarterly business review meetings with OECM to review:



- Performance management scorecard;
  - CSAs and upcoming opportunities will be identified to OEM (active and those pending) ;
  - Deliverables and potentially other related Resources to support Client's business requirements;
  - Issue management and opportunities for improvement;
  - Review industry trends, standards, certificates, adoption of technology and any innovation;
  - Establishing and monitoring Resource improvement plans;
  - Operational meetings;
  - Review the status of outstanding problems/complaints;
  - Review and monitor performance management compliance; and
  - Discussion of possible enhancements to KPIs.
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
  - Monitoring, managing and reporting pricing, savings and customer satisfaction; and,
  - Timely submission of reports showing invoiced Resources, the applicable administration fee, and other ad hoc reports as required.

### **2.29.1 Supplier Service Performance Management**

To ensure Agreement requirements are met, the Supplier's performance will be measured and tracked by OEM to ensure:

- On time delivery of high quality Resources at the Agreement Rates;
- Exceptionally high Client satisfaction levels are maintained;
- On-time Agreement activity reporting to OEM;
- On-time administration fee remittance; and,
- Continuous improvement.

During the Term, the Supplier shall collect and report the agreed upon SLAs as requested by OEM (but not exceeding quarterly reporting). The Supplier's Performance Management Scorecard and other performance indicators will be used to measure the Supplier's performance throughout the Term of the Agreement, ensuring Clients receive quality services. The Supplier's performance score will be considered when OEM contemplates Agreement decisions, such as:

- The approval or rejection, in whole or in part, of Supplier Rate refresh requests;
- The approval or rejection of Supplier request to add other related Resources to the Agreement;
- Agreement extensions;
- Agreement termination; and
- The award of future OEM agreements.

Detailed SLAs will be established and agreed upon at Agreement finalization between OEM and the Preferred Proponent.

The Supplier shall maintain accurate records to facilitate the required performance management reporting requirements. Refer to Appendix H – Supplier's Performance Management Scorecard for more details.

A Client may, when executing a CSA, seek other KPIs and SLAs.

### **2.29.2 Reporting to OEM**

The Supplier shall be responsible for providing reports to OEM as further described below, including but not limited to:

- Quarterly sales reports, at the Client and aggregated Resource level;
- CSA status report;
- Quarterly Performance Scorecard Reporting reports as specified in this RFP and resulting Agreement; and
- Any other ad hoc reports requested by OEM.

Report details will be discussed and established at the Agreement finalization stage between OECM and the Preferred Proponent. Other reports may be added, throughout the Term of the Agreement, if mutually agreed upon between OECM and the Supplier.

#### **2.29.2.1 Sales Reports**

The Supplier shall be responsible for providing quarterly sales report for non-Consortium Clients to OECM. The reports shall be itemized and contain, at a minimum, the following information:

- Clients organization name;
- Client's sector (e.g., School Board, University or other BPS);
- Invoice number;
- Invoice date;
- Resource description (e.g., property, commercial general liability)
- Type of Resource (e.g., new Line of Coverage, renewal)
- Premium amount exclusive of tax;
- Rate (i.e., commission percentage);
- Firm period of the Rate;
- Applicable administration fee (i.e., subtotal, HST);

The Supplier shall also provide quarterly report on the following:

- CSA status (i.e., new CSA signed, CSA pending execution);
- Issues encountered, if any;
- Proposed improvements to Resource provision, if any; and,
- Cost reduction ideas to Clients, if any.

#### **2.29.2.2 KPI Reports**

The Supplier shall collect and report agreed upon KPIs to OECM for review of KPIs or SLAs compliance ensuring Client satisfaction on a quarterly basis and they will be used to measure the Supplier's performance throughout the Term of the Agreement.

#### **2.30 Rate Methodology for Other OECM Clients**

The Supplier's proposed Maximum commission Rate that shall be equal to or less than the industry standard commission percentage Rates on Lines of Coverage for the policy term in which it is placed (initial placement). The final commission Rate will be mutually agreed upon between the Supplier and Client when finalizing the CSA. The Supplier shall provide supporting document to support the commission percentage Rate charged.

At each Agreement anniversary, OECM and Client will review the maximum commission Rates with the Supplier, and may convert to a maximum fixed fee for service Rate structure for the provision of Resources for the balance of the Term of the Agreement.

The proposed Rates shall be firm for the first three (3) years of the Agreement and may be adjusted for the fourth and fifth year with a maximum increase that is equal or less than the Statistic Canada published CPI year over year percentage of change for Ontario, All-items.

The proposed Rates for the Agreement extensions, if exercised, will be adjusted according to the optional pricing refresh as stated in Section 2.30.1.

The Supplier shall also provide supporting documentation to justify the Rates charged are competitive ensuring Clients of similar size and requiring similar Resources receive similar Rates.

### **2.30.1 Rate Refresh for Other OEM Clients**

OECM or the Supplier may request a pricing refresh of the Rates by providing a written notice nine (9) months prior to the expiry of firm pricing period.

As part of any review OEM will consider pricing adjustments that reflect changes in operation adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, or ordinances. Any pricing refresh request from a Supplier must be accompanied and supported by appropriate documentation (i.e. detailed calculations and individual Client impact analysis) to support any price adjustment. OEM may use a third party index (e.g. Consumer Price Index) in its Rates review. OEM will not consider any fixed costs or overhead adjustments in its review.

Volumes and Supplier's service performance management scorecard (i.e. key performance indicators, quality, Resource provision and response time, reporting) will be considered when contemplating a pricing refresh.

If a proposed Rate refresh was agreed upon between OEM and the Supplier, the new Rates would only be applicable to Resources ordered after the effective date of the new Rates. The effective date of the Rate change must allow Clients a minimum of thirty (30) day prior notice, as applicable. Therefore, the effective date of a Rate change will be determined accordingly and shall only be applicable to Resources provided after OEM and the Supplier execute an Agreement Rates amendment.

If for any reason, the Supplier and OEM cannot agree on the new Rates, the Agreement may be terminated unless the Supplier agrees to withdraw its request for a Rate increase and continue the provision of the Resources at lower agreed upon Rates. In the event of termination, if exercised by OEM, the Supplier will be provided one-hundred and twenty (120) days prior written notice. In such event, the current Rates shall apply until the date of termination.

Decreases to the Rates shall be accepted at any time during the Term of the Agreement.

Agreements will be amended accordingly.

### **2.31 Saving Calculation**

OECM tracks, validates, and reports on savings on all its agreements. Once OEM receives the Clients' approval, the Supplier shall provide OEM with Clients' historical spend (e.g. baseline information) prior to the effective date of this Agreement if applicable.

### **2.32 Disaster Recovery and Business Continuity**

The Supplier shall possess and provide to OEM and/or Clients upon request, information about disaster recovery and business continuity programs including processes, policies, and procedures related to safety standards, preparing for recovery or continuation of Resource availability critical to Clients.

### **2.33 Licences, Right to Use and Approvals**

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

The Supplier must be, at all times, a Registered Insurance Broker of Ontario during the Term.

Where a Supplier is required by Applicable Law 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 OEM shall be considered an approval by OEM for the Supplier to carry on such activity without the requisite licence, right to use or approval.

### **2.34 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 the Deliverables, accessible and inclusive Resources 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.

The AODA may be found at [http://www.e-laws.gov.on.ca/html/statutes/english/elaws\\_statutes\\_05a11\\_e.htm](http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm).

### 2.35 Documentation

The Supplier shall maintain all necessary records related to the provision of the Resources for seven (7) years after the expiration of the Term of the Agreement.

Further information is detailed in Appendix A – Form of Agreement.

### 2.36 OECM Administration Fee

OECM will be fulfilling the following administrative activities for the Supplier:

- Marketing and promotion of Agreement as set out in Section 1.13 to new Clients, including new other OECM (i.e., non-Consortium) Clients;
- Maintenance of Client lists;
- Support the on-boarding of new Clients, including new other Clients; and,
- In consultation with the Client, ongoing Agreement management including Agreement performance and extension, issue resolutions, pricing management and Supplier performance.

In consideration of OECM providing the Agreement administration to the Supplier, the Supplier shall pay OECM an administration fee on an annual basis based on the **aggregated** value, before tax amount, of Resources acquired by other OECM (i.e., non-College) Clients from the Supplier throughout the Term of the Agreement.

The administration fee should be paid to OECM via electronic funds transfer.

The administration fees for initial policy placements are:

Threshold Level	Aggregated Premium for Initial Policy Placement	Applicable Administration Fee
1	Between \$0.00 up to and including \$2,000,000.00	1.15%
2	From \$2,000,000.01 up to \$5,000,000.00	1.0%
3	Exceeds \$5,000,000.01	0.9%

For certainty, once the aggregated premium for all initial policy placements, throughout the Term of the Agreement exceeds the maximum dollar range for a specific administration fee threshold level, the next and/or final administration fee threshold level is applicable. Therefore, when the aggregated premiums for all initial policy placements exceed \$2,000,00.01 the administration fee of 1.0% is applicable until the Master Agreement Expiry Date.

Refer to the below example of how the cost recovery fees will be calculated:

Aggregated Premium	Administration Fee Calculation	Applicable Administration Fee (Excluding HST)
\$2,000,000.00	$\$2,000,000.00 \times 1.15\%$	\$30,000.00
\$2,500,000.00	$(\$2,500,000 - \$2,000,000) \times 1.0\%$	\$5,000.00

The administration fees for **Resources where the Supplier receives a fixed fee for service Rate** are:

Threshold Level	<u>Aggregated</u> before Tax Amount Invoiced to Clients	Applicable Administration Fee
1	Between \$0.00 up to and including \$500,000.00	1.5%
2	From \$500,000.01 up to \$1,000,000.00	1.0%
3	Exceeds \$1,000,000.01	0.75%

HST is applicable to the administration fee payments made to OECM.

The administration fee will be reviewed during the Term and may, at OECM's sole discretion, be adjusted downwards.

OECM may, during the Term of the Agreement, implement other administration fee methodologies. If this occurs, the maximum administration fee noted above shall not increase.

[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 **seven (7)** stages:

Stages	Evaluation	Scoring Methodology and Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	Pass/Fail	Pass
Stage II	Technical Response	60	See Section 3.3 for details
Stage III	Presentation	No Point Allocation	Not Applicable
Stage IV	Commercial Response	40	Not Applicable
Stage V	Cumulative Score	100	Not Applicable
Stage VI	Tie Break	No Point Allocation	Not Applicable
Stage VII	Negotiations	No Point Allocation	Not Applicable

### 3.2 Stage I – Review of Qualification Responses (Pass/Fail)

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

The Proponent must ensure that all qualification 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 qualification requirements, subject to the express and implied rights of OECM, will be disqualified and not evaluated further.

A Proposal must include the following **four (4)** qualification submission forms:

Appendix	Title of Appendix	Method of Submission
Appendix B	Form of Offer	<u>Complete within</u> OTP
Appendix C	Commercial Response	<u>Upload to</u> OTP
Appendix F	Proponent Consortium Information Form, if applicable	<u>Complete within</u> OTP, if applicable
Appendix G	Compliance with Agreement	<u>Upload to</u> OTP

Other than inserting the information requested on the qualification submission forms set out above, the 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 the Proposal, may be disqualified.

The Proponent will not be able to submit a Proposal after the Closing Date.

If the Proponent fails to insert any information required on the Form of Offer, and/or the Proponent Consortium Information Form if applicable, OECM may provide such Proponent with an opportunity to rectify such deficiency within a period of two (2) Business Days from notification thereof. Proponents satisfying the identified deficiencies on the Form of Offer, and/or the Consortium Information Form, if applicable, within such period will proceed to Stage II. Proponents failing to satisfy the identified deficiencies within such period will be disqualified and not evaluated further.

The Proponent must be Registered Insurance Broker of Ontario licensed. Any Proponent who's not Registered Insurance Broker of Ontario licensed shall be disqualified.

#### 3.2.1 Form of Offer – Appendix B (Qualification Response Form)

The Proponent's Proposal must include a fully completed Appendix B – Form of Offer within OTP.

**(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 its 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 completing 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.

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.

**3.2.2 Commercial Response – Appendix C (Qualification Submission Form)**

The Appendix C – Commercial Response, posted as a separate Microsoft Excel file, must be completed and uploaded into the Commercial Envelope in OTP in accordance with the instructions contained below and in Appendix C, provided that the following shall apply:

- The Proponent shall propose maximum fixed fee for service Rates for Resources;
- Unless otherwise stated all Rates shall be provided in Canadian funds and shall include all applicable costs, including, but not limited to overhead, materials, fuel, fuel surcharge, duties, tariffs, travel, delivery, office support, profit, permits, licences, labour, insurance, and Workplace Safety Insurance Board costs;
- All Rates shall be quoted exclusive of the HST, or other similar taxes; 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, if any, into its pricing assumptions, calculations and into its proposed Rates indicated in its Commercial Response.

**3.2.3 Proponent Consortium Information Form – Appendix F (Qualification Submission Form, if Applicable)**

Each Proposal must include, a fully completed Appendix F – Proponent Consortium Information Form within OTP, if applicable to the Proponent.

**3.2.4 Compliance with Agreement – Appendix G (Qualification Submission Form)**

The Appendix G – Compliance with Agreement must be completed, and uploaded into the Commercial Envelope in OTP.

**3.3 Stage II – Appendix E – Technical Response**

The Appendix E – Technical Response includes a series of questions the Proponent is required to respond to. The responses will be assessed to determine the Proponent's ability to fulfill the RFP Deliverables.

Stage II will consist of an evaluation and scoring of each Eligible Proposal on the basis of the Proponent's Technical Responses. Only information contained within Appendix E – Technical Response will be evaluated in Stage II.

A Proposal that meets or exceeds the minimum thresholds will receive a **pass** in this stage and proceed to Stage III of the evaluation process.

Any Proposal that does **not** meet the required minimum thresholds will **not** be evaluated further.

It is important that the Proposal clearly provides all the necessary information so that a thorough assessment of the Proponent's experience, qualifications, and capabilities can be made.

In the case that contradictory information or information that contains conditional statements is provided, 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 Technical Response.

A Proposal that does not respond to a particular question, or is left blank or contains a response of N/A or not applicable will receive a zero (0) score.

Each Technical Response should:

- Be complete (bullet point format is acceptable);
- Be concise and factual;
- Be limited to 2000 characters for each question;
- Limit the number of attachment pages following the instruction on OTP; and,
- **Demonstrate** the Proponent's understanding of the RFP Deliverables by providing responses validating its capabilities.

The following is an overview of the point allocation and minimum threshold requirements for the applicable Technical Response components for this RFP:

Technical Response Components	Available Points	Minimum Threshold, if any
1. Proponent's Experience and Capability	16.0	10.4
2. Core Resources Requirements	36.0	Not Applicable
3. Account Management Support	8.0	Not Applicable
<b>TOTAL POINTS:</b>	<b>60.0</b>	<b>36.0</b>

Technical component – Proponent's Experience and Capability will be evaluated and scored, only Proposals meet the minimum threshold requirement will be evaluated for technical components – Core Resources Requirements and Account Management and Support. Proposals do not meet the minimum threshold requirement for component – Proponent's Experience and Capability will not be evaluated further.

Detailed point allocations are set out in Appendix E – Technical Response.

### 3.4 Stage III – Presentation

Proponents with the highest scoring Proposals or all Proposals may be invited to a presentation. It is anticipated that the presentation, if required, will occur at OECM or at another location in the Greater Toronto Area. The Proponent should ensure its key resources are available to attend the presentation.

OECM will send a notice and further detail to the Proponent being invited at least three (3) Business Days and not more than five (5) Business Days in advance of the proposed date and time for the presentation. If the 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 may be required to answer questions during the presentation. There may be a time restriction to the question and answer period.

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

### 3.4.1 Content

The Proponent may be asked to address its capabilities as they relate to the Deliverables in this RFP, such as:

- Exhibiting an understanding of the Resource requirements;
- Exhibiting the capabilities of its Resources;
- Implementation plan;
- Exhibit how its Resource offering brings value and savings to OECM Clients; and,
- Describe its approach and ability to maintain integrity, performance and availability for Clients.

### 3.4.2 Attendance

Up to four (4) Proponent participants may attend the presentation.

### 3.5 Stage IV – Commercial Response

At the completion of Stage III of the evaluation, Appendix C - Commercial Responses will be opened for all Eligible Proposals.

The following table provides an overview of the point allocation for the applicable Commercial Response components:

Commercial Response Component	Available Points
1. Maximum fixed fee for service Rate for Resources for College Consortium Clients	40.0
<b>TOTAL POINTS:</b>	<b>40.0</b>

Total maximum fixed fee for service Rate for all three (3) years will be evaluated based on the relationship of the Proponent's proposed Rate in comparison to other Proponent's proposed Rates on Appendix C - Commercial Response using a relative formula.

The below is an example of how points will be calculated for proposed Rate:

<b>EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR TOTAL MAXIMUM FIXED RATE FOR ALL THREE (3) YEARS</b>		
Proposed Maximum Rates	Calculation	Resulting Points
If Proponent 1 proposes the lowest Rate of \$100.00 for total maximum fixed fee for service Rate, it would receive 100% of the points allocated.	$\$100 \div \$100 \times 40 \text{ Points}$	40.0
If Proponent 2 proposes the second lowest Rate of \$200.00 for total maximum fixed fee for service Rate, it would receive 50% of the points allocated.	$\$100 \div \$200 \times 40 \text{ Points}$	20.0
If Proponent 3 proposes the third lowest Rate of \$400.00 for total maximum fix fee for service Rate, it would receive 25% of the points allocated.	$\$100 \div \$400 \times 40 \text{ Points}$	10.0

Where:

- \$0.00 is entered, N/A or not applicable or is left blank in any cell for the Resource, it is deemed to mean that the particular Resource will **not be provided** to Clients. Therefore, when evaluating and

scoring the Rates, a Proposal specifying N/A or not applicable, or left blank in Appendix C - Commercial Response will receive a zero (0) point allocation for that particular pricing component.

Proponents are cautioned not to assume that the Proposal with the lowest Rate will result in an Agreement award, and there will be no legally binding relationship created with any Proponent prior to the execution of a written Agreement.

The resulting points achieved by a Proponent's proposed Rates for all Resources will be totalled and used in the cumulative score calculation.

### **3.6 Stage V – Cumulative Score**

At this stage, the scores from Stages II and IV will be totaled for each Proposal, and subject to the express and implied rights of OECM; the Proponent with the highest scoring Proposal may become the Preferred Proponent and be invited to negotiations, as further described below.

Reference checks will be performed to confirm or clarify information provided within the Proposal. The reference checks themselves will not be scored, however, OECM may adjust Technical Response 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 Stage V, OECM may invite all Proponents to negotiations or break the tie by selecting the Proposal with the highest score in Stage II – Technical Response.

### **3.8 Stage VII – Negotiations**

Negotiations, with the Preferred Proponents, will be based on the RFP requirements, and the Preferred Proponent's Proposal, understanding OECM is seeking the best overall solution and value for money for Clients.

The negotiations may include:

- Resources (e.g. performance, SLAs, penalties, reporting);
- Agreement terms and conditions;
- Additional references, if required;
- Rates; and
- Best and Final Offer.

OECM may also request supplementary information from a Preferred Proponent to verify, clarify or supplement the information provided in its Proposal or confirm the conclusions reached in the evaluation and may include requests by OECM for improved Rates.

OECM intends to complete negotiations within fifteen (15) calendar days after notification. If, for any reason, OECM and a Preferred Proponent fail to reach an agreement within the aforementioned timeframe, OECM may at its sole and absolute discretion (a) request the Preferred Proponent to submit its Best and Final Offer; (b) terminate discussions and negotiations with that particular Preferred Proponent, or (c) extend the negotiation timeline.

Once a Preferred Proponent and OECM reach an agreement, that Preferred Proponent will be invited to execute an Agreement.

### **3.9 Agreement Finalization**

Upon, successful completion of the negotiation process the Preferred Proponent will be afforded five (5) Business Days to execute the agreement. Once the Agreement has been executed, Clients may execute a CSA with the Supplier.

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

### **3.9.1 Notification to Other Proponents**

Once the Agreement is executed between OECM and the Preferred Proponent, the other Proponents shall be notified directly in writing and by public posting in the same manner that the RFP was originally posted, of the outcome of the procurement process and the award of the Agreement.

### **3.10 Agreement Launch and Marketing**

OECM will promote the use of the Agreement with Clients as set out in Section 1.13. 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 request that, where available, communications and marketing experts join discussions to achieve the desired outcome. During this period, the Supplier should provide OECM the information as requested including, but not limited to:

- Supplier profile and logo;
- Supplier contact information; and,
- Access to training materials (e.g. webinars).

[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/Time
OECM's Issue Date of RFP:	September 27, 2017
Proponent's Information & OTP Demonstration Session:	2:00pm on October 4, 2017
Proponent's Deadline for Questions:	5:00pm on October 6, 2017
OECM's Deadline for Issuing Answers:	October 12, 2017
Proponent's Deadline for Questions Pertaining to <u>Issued Documents only</u> :	5:00pm on October 16, 2017
OECM's Deadline for Issuing Final Addenda:	October 19, 2017
Closing Date:	2:00:00pm on October 30, 2017
Anticipated Presentation:	Week of November 20, 2017
Agreement Start Date:	On or about January 2018

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

OECM may amend any timeline, including the Closing Date, without liability, cost, or penalty, and within its sole discretion.

In the event of any change in the Closing Date, the Proponent may thereafter be subject to the extended timeline.

#### 4.1.2 Proponent's Information and OTP Demonstration Session

The Proponent may, but is not required to, participate in the Proponent's Information and OTP Demonstration Session, which will take place at the time set out in Section 4.1.1.

Prior to the Proponent's Information and OTP Demonstration Session, OECM will send a Message via OTP with the teleconference and webinar information to the Proponents who expressed interest on OTP.

The Proponent's Information and OTP Demonstration Session may provide an opportunity for the Proponent to enhance its understanding of this RFP and to learn how to use OTP to submit its Proposal.

Any changes to the Proponent's Information and OTP Demonstration Session meeting date will be issued in an addendum on OTP.

Information provided during this session will be posted on OTP.

In the event of a conflict or inconsistency between the Proponent's Information and OTP Demonstration Session and the RFP, the RFP shall prevail.

The Proponent can contact OTP technical support directly for further assistance, using the contact details set out in Section 4.3.1.

#### **4.1.3 Proponent to Follow Instructions**

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

#### **4.1.4 Proposals in English**

All Proposal submissions are to be in English only. Any Proposal received by OECM that is 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**

The Proponent will 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; and,
- Any discussion and/or finalization, if any, in respect of the Form of Agreement.

### **4.2 Communication after RFP Issuance**

#### **4.2.1 Communication with OECM**

All communications regarding any aspect of this RFP must be sent to OECM as **Messages** in OTP.

If the Proponent fails to comply with the requirement to direct all communications to OECM through OTP, it 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;
- Any member of OECM's governing body (such as Board of Directors, or advisors);
- Any employee, consultant or agent of OECM's Clients, including Advisory Group members; and,
- Any elected official of any level of government, including any advisor to any elected official.

#### **4.2.2 Proponent to Review RFP**

The Proponent 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 OECM.

All questions submitted by Proponents shall be deemed to be received once the **Message** has entered into OECM's OTP inbox.

In answering a Proponent's questions, OECM will set out the question, 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 the Proponent 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 OECM through OTP, 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 the 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 OECM through OTP prior to submitting a Proposal.

If appropriate, OECM will then clarify the matter for the benefit of all Proponents.

The Proponent 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 on OTP. 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. The Proponent is responsible for obtaining all addenda issued by OECM.

The Proponent who intends to respond to this RFP is requested not to cancel the receipt of addenda or amendments option provided by OTP, since it must obtain all of the information documents that are issued on OTP.

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**

The Proponent shall submit its Proposal through OTP at <https://ontariotenders.bravosolution.com/esop/nac-host/public/web/login.html>.

The Proponent should contact OTP customer support if it experiences technical difficulties or to seek support about the use of OTP via:

- Email at [eTenderhelp\\_CA@bravosolution.com](mailto:eTenderhelp_CA@bravosolution.com); or,
- By phone at 866-722-7390.

To be considered in the RFP process, a Proposal must be submitted and received **before** the Closing Date as set out in Section 4.1.1 and on OTP.

**The Proponent is strongly encouraged to become familiar with the use of OTP well in advance of the Closing Date.**

The Proponent will not be able to submit a Proposal **after** the Closing Date, as OTP will close the access to the RFP on the Closing Date.

A Proposal sent by, email, facsimile, mail and/or any other means other than stated in this RFP 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**

The Proposal should be submitted in accordance with the instructions set out on OTP and in this RFP as set out below.

- **Qualification Response must include:**
  - Appendix B – Form of Offer **completed within** OTP;
  - Appendix F – Proponent Consortium Information Form (if applicable) **completed within** OTP; and
  - Appendix G – Compliance with Agreement completed and **uploaded to** OTP.
- **Technical Response should include:**
  - Appendix E – Technical Response **completed within** OTP.
- **References:**
  - Appendix D – Reference Form **completed within** OTP.
- **Commercial Response must include:**
  - Appendix C – Commercial Response completed and **uploaded to** OTP.

#### **4.3.3 Other Proposal Considerations**

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

- Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored;
- Completely address, on a point-by-point basis, each technical question in Appendix E – Technical Response. Technical Responses left blank and/or unanswered will receive a score of zero (0). Refer to Section 3.3;
- Information attached as part of the Commercial Envelope in OTP will not be considered as part of the evaluation of Evaluation Stage II - Technical Response Refer to Section 3.3; 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 4.3.12 Clarification of Proposals.

#### **4.3.4 Proposal Receipt by OECM**

Every Proposal received will be date/time stamped by OTP.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is received on or before the Closing Date.

#### **4.3.5 Withdrawal of Proposal**

A Proponent may withdraw its Proposal only by deleting its submission on OTP before the Closing Date.

#### **4.3.6 Amendment of Proposal on OTP**

A Proponent may amend its Proposal after submission through OTP, but only if the Proposal is amended and resubmitted before the Closing Date.

#### **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 Resources 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 Closing Date 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 Closing Date shall become the property of OECM and will not be returned to the Proponent.

#### **4.3.9 Acceptance of RFP**

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

#### **4.3.10 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 Closing Date. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all addenda.

#### **4.3.11 Proposals will not be Opened Publicly**

The Proponent is advised that there will not be a public opening of this RFP. OECM will open Proposals at a time subsequent to the Closing Date.

#### **4.3.12 Clarification of Proposals**

OECM shall have the right at any time after the Closing Date to seek clarification from any Proponent in respect of the Proposal, without contacting any other Proponent.

OECM will exercise this right in a similar manner for all Proponents who, in the opinion of OECM, make an unintentional error of form in its Proposal.

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.

#### **4.3.13 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 Technical Response; 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 connection with access to each other's premises.

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

#### **4.3.14 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.

#### **4.3.15 RFP Incorporated into Proposal**

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

#### **4.3.16 Exclusivity of Contract**

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

#### **4.3.17 Substantial Compliance**

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

#### **4.3.18 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 Negotiations, Timelines, Notification and Debriefing**

#### **4.4.1 Negotiations with Preferred Proponent**

OECM reserves the right to accept or reject any Proposals in whole or in part; to waive irregularities and omissions, if doing so is in the best interests of OECM and its Clients.

The Preferred Proponent shall execute the Agreement in the form attached to this RFP with negotiated changes, if any, and satisfy any other applicable conditions of this RFP within twenty (20) days of invitation to enter into negotiations. This provision is solely to the benefit of OECM and may be waived by OECM at its sole discretion.

If the Preferred Proponent and OECM cannot execute the Agreement within the allotted twenty (20) days, OECM will be at liberty to extend the timeline, request the Preferred Proponent to submit its Best and Final Offer as described in Section 3.8 or to terminate discussions and negotiations with the Preferred Proponent.

#### **4.4.2 Failure to Execute an Agreement**

When the Preferred Proponent successfully reaches an agreement with OECM at the end of the negotiation process in accordance with the evaluation set out in this RFP, the Preferred Proponent will be allotted five (5) days to execute the Agreement.

If the Preferred Proponent cannot execute the Agreement within the allotted timeframe, OECM may rescind the invitation to execution and Agreement.

In accordance with the process rules in this Part 4 – Terms and Conditions of this RFP, there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement.

#### **4.4.3 Notification to Other Proponents**

Once the Agreement is executed, other Proponents will be notified directly in writing and shall be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the contract.

#### **4.4.4 Agreement**

If an Agreement is subsequently negotiated and awarded to a Preferred Proponent as a result of this RFP process;

- Any such Agreement will commence upon signature by the duly authorized representatives of OECM and the Preferred Proponent; and,
- May include, but not be limited to, the general Agreement terms contained in Appendix A.

#### **4.4.5 Debriefing**

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

#### **4.4.6 Bid Dispute Resolution**

In the event that the 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 OECM 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 should 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. **OECM will engage an independent and impartial third party should the need arise.**

#### **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 Resources 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 Resources 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 the Proponent. A Proponent should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by 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, the Proponent 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.competitionbureau.gc.ca/eic/site/cb-bc.nsf/eng/home>, and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34.

#### **4.5.8 Trade Agreements**

The Proponent should note that procurements coming within the scope of either Chapter 5 of the Canadian Free Trade Agreement, Chapter 19 of the Comprehensive Economic and Trade Agreement ("CETA") 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, refer to the following:

- Canadian Free Trade Agreement website at <https://www.cfta-alec.ca/>;
- Trade and Cooperation Agreement between Quebec and Ontario at <https://www.cfta-alec.ca/wp-content/uploads/2017/07/OQTCA-Consolidated-Jan-24-2017.pdf>; and
- Comprehensive Economic and Trade Agreement: <http://www.international.gc.ca/gac-amc/campaign-campagne/ceta-aecg/index.aspx?lang=eng>.

#### **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 Client.

#### **4.5.10 Disqualification for Misrepresentation**

OECM may disqualify the Proponent or rescind an Agreement subsequently entered if the Proponent's Proposal contains misrepresentations or any other inaccurate, misleading or incomplete information.

#### **4.5.11 References and Past Performance**

The evaluation may include information provided by the Proponent's references and may also consider the Proponent's past performance with OECM and/or its Clients.

#### **4.5.12 Cancellation**

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

### **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) With supporting evidence, disqualify any Proponent on grounds such as:
  - Bankruptcy or insolvency;
  - False declarations;
  - Significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior agreement or agreements;
  - Final judgments in respect of serious crimes or other serious offence; or,
  - Professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent;
- (g) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- (h) Disqualify any Proponent who fails to cooperate with OECM which impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP;
- (i) Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached an agreement with OECM, or has otherwise failed to perform such agreement to the reasonable satisfaction of OECM (i.e. has not submitted required reporting and/or cost recovery fees to OECM);
- (j) Disqualify the Proponent who has been charged or convicted of an offence in respect of an agreement with OECM, 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 OECM;
- (k) 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;
- (l) 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;
- (m) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (n) Reject a Subcontractor proposed by a Proponent within a consortium;
- (o) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;
- (p) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
  - OECM determines it would be in the best interest of OECM not to award an Agreement,
  - the Proposal prices exceed the bid prices received by OECM for Resources acquired of a similar nature and previously done work,
  - the Proposal prices exceed the costs OECM or its Clients would incur by doing the work, or most of the work, with its own resources,

- the Proposal prices exceed the funds available for the Resources, or,
- the funding for the acquisition of the proposed Resources has been revoked, modified, or has not been approved,

and where OECM cancels this RFP, OECM may do so without providing reasons, and OECM may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing.

- (q) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal;
- (r) Accept any Proposal in whole or in part;
- (s) If OECM receives a Proposal from a Proponent with Rates that are abnormally lower than the Rates in other Proposals, OECM may verify with the Proponent that the Proponent satisfies the conditions for participation and is capable of fulfilling the Agreement; or,
- (t) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM and/or its Clients or is otherwise engaged in a dispute with OECM and/or its Clients.

and these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and OECM 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 OECM 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 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.

#### **4.6.3 Assignment**

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

#### **4.6.4 Entire RFP**

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

#### **4.6.5 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 this RFP process.

#### **4.6.6 Governing Law**

The terms and conditions in this Part 4:

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

[End of Part 4]

## **APPENDIX A – FORM OF AGREEMENT**

Appendix A is published as a separate PDF file on OTP.



## **APPENDIX B – FORM OF OFFER**

Appendix B – Form of Offer, contained in OTP, must be completed within OTP.

## **APPENDIX C – COMMERCIAL RESPONSE**

Appendix C – Commercial Response attached as a separate document must be completed and uploaded into OTP.

## **APPENDIX D – REFERENCE FORM**

Appendix D – References, contained in OTP, must be completed within OTP.

## **APPENDIX E – TECHNICAL RESPONSE**

Appendix E – Technical Response, contained in OTP, must be completed within OTP.

## **APPENDIX F – PROPONENT CONSORTIUM INFORMATION FORM**

Appendix F – Proponent Consortium Information Form, contained in OTP, must be completed within OTP.

## APPENDIX G – COMPLIANCE WITH AGREEMENT

**To:** OECM

**From:** [Insert Proponent's Name]

The Proponent must complete and upload this Appendix into OTP along with its Proposal. This Appendix is also published separately in a Microsoft Word file.

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 limitations 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 the RFP Section 1.17 (Definitions - for a definition of Agreement), Section 1.6 (Type of Agreement for Deliverables), and Section 3.9 (Agreement Finalization).

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
<b>MASTER AGREEMENT</b>					
<b>Article 1 – Interpretation and General Provisions</b>					
1.01	Defined Terms				
1.02	Entire Agreement				
1.03	Severability				
1.04	Interpretive Value 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	Extended Meanings				
1.12	Condonation Not a Waiver				
1.13	Changes by Written Amendment Only				
1.14	Rights and Remedies and Supplier Obligations Not Limited to Contract				

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
<b>Article 2 – Legal Relationship Between OECM/Client, Supplier and Third-Parties</b>					
2.01	Supplier's Power to Contract and Perform the Contract				
2.02	Representatives May Bind Parties				
2.03	Parties Not a Partner, Agent or Employee				
2.04	Responsibility of Supplier				
2.05	Liability of OECM				
2.06	Assignment				
2.07	Conflict of Interest				
2.08	Client-Supplier Agreement				
2.09	Contract Binding				
<b>Article 3 – Performance by Supplier</b>					
3.01	Supplier Performance and Client-Supplier Agreement				
3.02	Performance Warranty				
3.03	Use and Access Restrictions				
3.04	Notification by Supplier				
3.05	Work Volumes				
3.06	Reporting				
3.07	Compliance with <i>Accessibility for Ontarians with disabilities Act</i>				
<b>Article 4 – Payment for Performance and Audit</b>					
4.01	Payment According to Contract Rates				
4.02	Invoicing				
4.03	Payment by Client				
4.04	Default Billing and Payment Process				
4.05	Hold Back or Set Off				
4.06	Expenses or Additional Charges				
4.07	Payment of Taxes and Duties				
4.08	OECM Administration Fee				
4.09	Interest on Late Payment				
4.10	Document Retention and Audit				

<b>Article 5 – Confidentiality and FIPPA/MFIPPA</b>					
5.01	Confidentiality and Promotion Restrictions				
5.02	Confidential Information				
5.03	Restrictions on Copying				
5.04	Injunctive and Other Relief				
5.05	Notice and Protective Order				
5.06	FIPPA and MFIPPA Records				
5.07	PIPEDA				
5.08	Survival				
<b>Article 6 – Intellectual Property and Use of OEM or Client Insignia</b>					
6.01	Intellectual Property				
6.02	Use of OEM or Client or Supplier Insignia or Logo				
6.03	Supplier Representation and Warranty Regarding Third-Party Intellectual Property				
6.04	Survival				
<b>Article 7 – Indemnity and Insurance</b>					
7.01	Supplier Indemnity				
7.02	Injunction Against Continued Use of Resources				
7.03	Supplier's Insurance				
7.04	Proof of Insurance				
7.05	Proof of Workplace Safety and Insurance Act Coverage				
7.06	Supplier Participation in Proceeding				
7.07	Disaster Recovery				
<b>Article 8 – Termination, Expiry and Extension</b>					
8.01	Immediate Termination of Contract				
8.02	Dispute Resolution by Rectification Notice				
8.03	Supplier's Obligations on Termination				
8.04	Effect of Termination on Client-Supplier Agreements				
8.05	Supplier's Payment Upon Termination				
8.06	Scope of Termination Rights				
8.07	Expiry, Client-Supplier Agreement Survival and Extension of Contract				
8.08	Alternative Dispute Resolution				



<b>Schedule 1 (Resources, Supplementary Provisions, and Rates)</b>					
Appendix A – Resources and Supplementary Provisions		N/A	N/A	N/A	N/A
Appendix B – Rates		N/A	N/A	N/A	N/A
Appendix C – Supplier's Performance Management Scorecard		N/A	N/A	N/A	N/A
<b>Schedule 2 (Client-Supplier Agreement)</b>					
<b>Article 1 – Definitions</b>					
<b>Article 2 – The Master Agreement</b>					
<b>Article 3 – Representatives for Client-Service Agreement</b>					
<b>Article 4 – Term of CSA</b>					
<b>Article 5 – Resources, Rates and Payment Process</b>					
<b>Article 6 – Rates and Payment</b>					
<b>Article 7 – Insurance</b>					
<b>Article 8 – Notices</b>					
<b>Article 9 – Termination</b>					
9.1	Termination by Either Party				
9.2	Termination by Client				
9.3	Supplier's Obligations on Termination				
9.4	Supplier's Payment Upon Termination				
9.5	Termination in Addition to Other Rights				
9.6	Survival Upon Termination				
<b>Article 10 – Publicity</b>					
<b>Article 11 – Legal Relationship Between Client, Supplier and Third-Parties</b>					
11.1	Supplier's Power to Contract				
11.2	Representatives May Bind the Parties				
11.3	Independent Contractor				
11.4	Subcontracting or Assignment				
<b>Article 12 – General</b>					
12.1	Severability				
12.2	Force Majeure				
12.3	Changes By Written Amendment Only				
12.4	Section 217 Education Act et. al.				
12.5	Criminal Records Check				
12.6	Purchasing Policies and Guidelines				

Appendix A – Resources and Supplementary Provisions	N/A	N/A	N/A	N/A
Appendix B – Rates	N/A	N/A	N/A	N/A
Appendix C – Client’s Policies and Guidelines	N/A	N/A	N/A	N/A

N/A denotes not applicable.

## APPENDIX H – SUPPLIER PERFORMANCE MANAGEMENT SCORECARD

The Supplier shall report on the following performance management key performance indicators (“KPIs”) quarterly.

Sample Client related KPIs:

Item	Indicator	Service Level	Measurement
Response time to Client inquiries	On time response	Within one (1) Business Day	100% on time
On time completion of Resources	Resources are provided in accordance with mutually agreed upon timeline	On time policy renewal	100% completion on time
Client ratings of service – Client satisfaction	High level of satisfaction	Survey upon completion of Resources	Average 98 % satisfaction level
Number of Client complaints – issues	Number of Client complaints	Annual	Less than 2 % of total Client requests

OECM related KPIs:

Section	OECM Performance Metrics	Performance Target
1	<b>Reporting</b>	
	1.1 On time Spend Report Submissions	On time
	1.2 On time CSA Status reports Submissions	On time
	1.3 Executed CSAs received within 1 week of execution	On time
2	<b>Administration Fee Payment Remittance</b>	
	2.1 On time payment remittance	Day of
3	<b>Agreement Management</b>	
	3.1 Response time to OECM inquiries	24 hours
	3.2 On time Price Refresh submissions	Day of

The Supplier’s scores will be totaled for all KPIs, and the resulting score (i.e. unacceptable, fair, acceptable, very good, and excellent) will be used when contemplating Agreement activities.

The Supplier’s performance management score will be used by OECM when contemplating Agreement activities, such as:

- The approval or rejection, in whole or in part, of Supplier Rate refresh requests;
- The approval or rejection of Supplier request to add other related Resources to the Agreement;
- Agreement extensions; and,
- The award of future OECM agreements.

For example, if a Supplier seeks a Rate increase for the first Agreement anniversary, and its performance score is only acceptable – OECM may only allow for a portion of the requested Rate increase. If, however, the Supplier’s performance score is excellent, OECM would more likely accept the requested Rate increase ensuring it follows the process described in this RFP.

Final performance management KPIs, measurements and scores will be discussed and established at the negotiation stage between OECM and the Preferred Proponent. The agreed upon Supplier Performance Management Scorecard may be amended, to improve Client satisfaction, throughout the Term of the Agreement if mutually agreed upon between OECM and the Supplier.

## APPENDIX I – ONTARIO COLLEGE CONSORTIUM MEMBERSHIP

Below are the Consortium members, the number of students for each and their website addresses, as well as other Ontario Colleges who are not currently participating in the Consortium.

<b>Consortium Members</b>	<b>Approximate Number of Students*</b>	<b>Website Addresses</b>
College Boreal D'arts Appliques Et De Technologie	1,315	<a href="http://www.collegeboreal.ca">http://www.collegeboreal.ca</a>
Durham College of Applied Arts and Technology	10,109	<a href="http://www.durhamcollege.ca">http://www.durhamcollege.ca</a>
Le College D'arts Appliques Et De Technologie La Cite Collegiale	4,298	<a href="http://www.lacitec.on.ca">http://www.lacitec.on.ca</a>
Loyalist College of Applied Arts and Technology	2,578	<a href="http://www.loyalistcollege.com">http://www.loyalistcollege.com</a>
Niagara College of Applied Arts and Technology	8,920	<a href="http://www.niagaracollege.ca">http://www.niagaracollege.ca</a>
Northern College of Applied Arts and Technology	978	<a href="http://www.northernc.on.ca">http://www.northernc.on.ca</a>
Seneca College of Applied Arts and Technology**	20,695	<a href="http://www.senecac.on.ca">http://www.senecac.on.ca</a>
Sheridan College Institute of Technology and Advanced Learning	19,090	<a href="http://www.sheridancollege.ca">http://www.sheridancollege.ca</a>
Sir Sandford Fleming College of Applied Arts and Technology	5,687	<a href="http://flemingcollege.ca">http://flemingcollege.ca</a>
St. Clair College of Applied Arts and Technology	8,890	<a href="http://www.stclaircollege.ca">http://www.stclaircollege.ca</a>
The Algonquin College of Applied Arts and Technology**	17,645	<a href="http://www.algonquincollege.com">http://www.algonquincollege.com</a>
The Centennial College of Applied Arts and Technology**	15,323	<a href="http://www.centennialcollege.ca">http://www.centennialcollege.ca</a>
The Confederation College of Applied Arts and Technology	3,311	<a href="http://www.confederationc.on.ca">http://www.confederationc.on.ca</a>
The Fanshawe College of Applied Arts and Technology**	14,992	<a href="http://www.fanshawec.ca">http://www.fanshawec.ca</a>
The George Brown College of Applied Arts and Technology	19,809	<a href="http://www.georgebrown.ca">http://www.georgebrown.ca</a>
The Georgian College of Applied Arts and Technology***	9,709	<a href="http://www.georgianc.on.ca">http://www.georgianc.on.ca</a>
The Humber College Institute of Technology and Advanced Learning	24,214	<a href="http://www.humber.ca">http://www.humber.ca</a>
The Lambton College of Applied Arts and Technology	3,277	<a href="http://www.lambton.on.ca">http://www.lambton.on.ca</a>
The Mohawk College of Applied Arts and Technology	13,116	<a href="http://www.mohawkcollege.ca">http://www.mohawkcollege.ca</a>
The Sault College of Applied Arts and Technology	1,948	<a href="http://www.saultcollege.ca">http://www.saultcollege.ca</a>
The St. Lawrence College of Applied Arts and Technology	6,336	<a href="http://www.stlawrencecollege.ca">http://www.stlawrencecollege.ca</a>
Totals:	212,240	<a href="http://www.goegianc.on.ca">http://www.goegianc.on.ca</a>
<b>Other Ontario Colleges:</b>		
Canadore College of Applied Arts and Technology	3,844	<a href="http://www.canadorec.on.ca">www.canadorec.on.ca</a>
The Cambrian College of Applied Arts and Technology	5,545	<a href="http://www.cambriancollege.ca">www.cambriancollege.ca</a>
The Conestoga College Institute of Technology and Advanced Learning	11,022	<a href="http://www.conestogac.on.ca">http://www.conestogac.on.ca</a>

\* Based on Fall 2016 full time enrolment.

\*\* Denotes the Task Force members.

\*\*\*Will join the Consortium as of April 1, 2018.

Please note other Ontario Colleges may, in the future, become Consortium members.