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HEALTH INSURANCE FOR INTERNATIONAL STUDENTS

REQUEST FOR PROPOSALS

Issued by: OECM

OECM Request for Proposals Number: #2015-181

Request for Proposals Issued On: January 29, 2015

Proponent's Proposal Submission Deadline: 2:00:00pm on February 27, 2015 Local Time in Toronto, Ontario, Canada

OECM 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 to enter into a Master Agreement (“Agreement”) for the provision of Health Insurance for International Students (“Services”) to support OECM’s College of Applied Arts and Technology Clients and other interested educational Clients (“Clients”) as further described in Part 2 – The Deliverables (“Deliverables”).

This RFP is issued by OECM.

1.2 Ontario Broader Public Sector Procurement Directive

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

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

The purpose of the directive is:

- To ensure that publicly funded goods and services, including construction, consulting services, and information technology are acquired by BPS organizations through a process that is open, fair and transparent;
- To outline responsibilities of BPS organizations throughout each stage of the procurement process; and,
- To ensure that procurement processes are managed consistently throughout the BPS. The directive applies to all School Boards, Colleges and Universities in Ontario

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

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

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

1.3 BPS Entities

BPS entities are public sector organizations defined under *the Broader Public Sector Accountability Act, 2010* as follows:

- Every hospital;
- Every school board;
- Every university in Ontario and every college of applied arts and technology and post-secondary institution in Ontario whether or not affiliated with a university, the enrolments of which are counted for purposes of calculating annual operating grants and entitlements;

- Every approved agency designated as a children's aid society under subsection 15 (2) of Part I of the Child and Family Services Act;
- Every community care access corporation;
- Every corporation controlled by one or more designated broader public sector organizations that exists solely or primarily for the purpose of purchasing goods or services for the designated broader public sector organization or organizations;
- Every publicly funded organization that received public funds of 10 million dollars or more in the previous fiscal year of the Government of Ontario; and,
- Every organization that is prescribed for the purposes of this definition.

1.4 Overview of OECM

OECM is a non-for-profit/non-share BPS organization that leads collaborative strategic sourcing initiatives to lower costs and increase efficiencies for publicly assisted Ontario School Boards, Colleges of Applied Arts and Technologies ("Colleges"), and Universities as well as other BPS organizations.

Working in collaboration with Clients, OECM:

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

1.5 OECM Geographical Zones

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

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

1.6 Client Participation in OECM Agreements

As of December 2014 three-hundred and ten (310) Clients were using one (1) or more OECM agreements:

- One-hundred and fourteen (114) School Boards, Colleges and Universities;
- Twenty-five (25) Developmental Service organizations; and,
- One-hundred and seventy-one (171) other BPS organizations.

Participation in OECM agreements has been steadily growing, as set out below, clearly demonstrating that the Ontario education sector and other BPS organizations are achieving value through the OECM agreements.

Year over Year	Client Spend Growth
2011 over 2010	> 158%
2012 over 2011	> 60%
2013 over 2012	> 50%
2014 over 2013	>41%

1.7 Collaborative Procurement Activity

The provincial government promotes cooperative procurement initiatives by public sector agencies in Ontario.

1.8 Type of Agreement

It is OECM's intention to enter into a Master Agreement ("Agreement") for the provision of the Deliverables to Clients who execute a Client Supplier Agreement ("CSA") with one (1) Preferred Proponent based on the terms and conditions set out in Appendix A of this RFP.

The Term of the Agreement is intended to be for a period of approximately five (5) years, with an option in favour of OECM to extend the Term of the Agreement on the same terms and conditions for up to two (2) additional periods of up to one (1) year each.

OECM intends that the Agreement will be signed on or about April 2015, with an expiry date of August 31, 2020. The Agreement must be signed before the provision of any Deliverables commences.

Clients participating in the Agreement will execute CSAs with the Supplier as attached in Appendix A. The Supplier and Client, when executing a CSA, may mutually agree to additional terms and conditions (e.g. hours of operation, 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.

By submitting a Proposal, a Proponent is agreeing to all of the requirements of this RFP.

1.8.1 Limited Negotiations

The Preferred Proponent may be invited to discuss the Agreement finalization with OECM with respect to the terms and conditions set out on the Proponent's submitted Appendix I – Compliance with Agreement, and any reduction in Rates and/or any increases in benefits to OECM Clients.

The Proponent is advised that in the course of limited negotiations, OECM will not agree to Rates that exceed those proposed in the Proponent's submitted Rate Bid Form or to change or modify the Form of Agreement (Appendix A) that in OECM's opinion are beyond the scope of the limited negotiations.

By asking the Proponent to set out its concerns with any proposed changes to the Appendix A, OECM is not agreeing to make any such changes. Non-conflicting terms and conditions from the Preferred Proponent may be included in the Agreement, upon mutual agreement between the parties.

OECM reserves the right to terminate negotiations of the Agreement or Appendix I with the Preferred Proponent, at OECM's sole and absolute discretion, at any time and will not be held accountable to the Preferred Proponent as a result of OECM exercising this right to terminate. For certainty, OECM makes no commitment to the Preferred Proponent that the Agreement will be executed. The Preferred Proponent acknowledges that the commencement of any discussions does not obligate OECM to execute the Agreement.

1.9 Client-Supplier Agreements

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

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

The Supplier will actively promote the Agreement to Clients by:

- Conducting sales and marketing activities to onboard Clients directly;
- Executing CSAs with interested Clients;
- Providing excellent customer and technical service;
- Gathering and maintaining its own Client and market intelligence, including contact information;
- Providing a well-defined implementation plan with applicable Client involvement; and,
- Identifying improvement opportunities.

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

- Attending, where appropriate, Client events;
- Continuously marketing improvement opportunities;
- Facilitating CSA execution;
- Facilitating issue resolution;
- Holding information sessions and/or webinars, if requested;
- Providing effective business relationship management;
- Supporting relationships through effective contract management; and,
- Using online communication tools to inform and educate.

1.10 Proponent Consortium Information

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

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

1.11 No Guarantee of Volume of Work or Exclusivity of Agreement

The information contained in the RFP constitutes an estimate and is supplied solely as a guideline to Proponents. Such information is not guaranteed, represented, or warranted to be accurate, nor is it necessarily comprehensive or exhaustive. The value and volume of Services (if any), acquired by the Client, will depend on a variety of factors including the Client's annual budgetary approvals.

Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP. Quantities described are estimates only and may not be relied on by the Proponents.

The Agreement executed with the Supplier will 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.

1.12 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 Proponents, 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.

1.13 Definitions

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

“**Agreement**” or “**Master 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;

“**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;

“**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 details of these organizations;

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

“Client” means publicly assisted Ontario School Boards, Colleges of Applied Arts and Technology (“College”), Universities and potentially other Broader Public Sector organizations that may purchase the Deliverables under the resulting Agreement;

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

“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;

“Deliverables” means a Service and related services to be delivered as specified in this RFP;

“Dependent” means (1) an individual to whom the international student is legally married; or (2) the international student’s common-law spouse who is an individual of either sex with whom the international student have been cohabiting for a period of at least twelve (12) consecutive months and whom the international student publicly represent as the international student’s spouse; (3) the international student’s natural child or adopted child; or (4) a step-child, child of a common-law spouse (of whom the spouse has legal custody), or child for whom the international student has been appointed legal guardian by a court of competent jurisdiction, who resides with the international student. Such children must be (1) dependent on the international student for financial support, (2) not employed on a full-time basis; (3) younger than twenty-one (21) years of age; (4) if a full-time student at an accredited school, college or university, under twenty-three (23) years of age; (5) there is no age limit if the international student’s child is diagnosed with a disability before age twenty-five (25), and is entirely dependent on the international student for financial support, and not married or in any other formal union recognized by law;

“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;

“OECM” means 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;

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

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

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

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

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

“Province” means the Province of Ontario;

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

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

“Request for Proposals” or **“RFP”** means this Request for Proposals number OECM #2015-181 issued by OECM, including all appendices and addenda thereto;

“RFP Coordinator” means the individual identified on the front cover and in Section 4.2.1 of this RFP;

“Subcontractor” includes the Supplier’s subcontractors or third party service 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;

“Supplier” means a Preferred Proponent who 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;

“Term” has the meaning set out in Section 1.8 of this RFP;

“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; and,

“Zones” means the five (5) OECM geographical boundaries within the Province of Ontario as identified in Appendix G.

[End of Part 1]

PART 2 - THE DELIVERABLES

2.1 Background Information

2.1.1 Ontario Colleges

Ontario Colleges are comprised of twenty-four (24) publicly assisted community Colleges. The Colleges offer programs in almost six hundred (600) subject areas, serving about two-hundred (200) 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 certificates, two-year and advanced three-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 more than one thousand (1,000) major employers in Ontario.

The Colleges serve more than two hundred thousand (200,000) full-time and three hundred thousand (300,000) part-time students. There are more than one hundred (100) campuses in Ontario delivering a wide range of career-focused education and training programs.

2.1.2 Consortium of Ontario Colleges - Joint Insurance Committee

Twenty (20) Colleges participate in an insurance consortium to ensure consistent and efficient delivery of the insurance related activities 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, the selection of an independent insurance broker, broker performance management, and independence from insurance underwriters, and overall compliance by the members with appropriate requirements.

2.1.3 Health Insurance for International Students in Ontario

On July 1, 1994, the Ontario government excluded international students of post-secondary institutions from eligibility for primary medical care under the provincial OHIP plan. For the past ten (10) years, the Colleges have worked independently on the procurement of medical plans for international students. Most plans include accidental death and dismemberment coverage and out of country emergency medical coverage.

In 2011, the Committee formed a Task Force to research insurance opportunities for the Colleges. The Task Force was comprised of six (6) administrative staff members from the Colleges. With OECM's assistance three (3) procurements were issued (for insurance consulting services, and insurance broker services) – all of which have been successfully awarded.

In the fall of 2013, the Committee assembled a second Task Force, which is comprised of seven (7) administrative staff members from the Colleges and three (3) student association/federation/union members to look at health insurance coverage for international students attending Colleges. Existing international and domestic plans were analyzed.

In the spring and summer of 2014, vendor consultations were held to understand the insurance industry, including:

- Industry procurement trends for this type of service;
- Business relationships between insurance service providers;

- The manner in which brokers, insurers, and other suppliers typically work together; and,
- Other information, which may assist in the development of an appropriate, comprehensive RFX.

An insurance consultant, from Intech Risk Management Inc., is engaged with this RFP process.

2.1.4 Health Insurance for International Students in Ontario Colleges

Currently, the majority of Colleges do not own their individual College's claims information. As a result, OECM is unable to provide claims information on a summary, or claim by claim basis. Proponents are encouraged to utilize their expertise in forecasting claims ratios based on the Service Plan Coverage Requirements set out in Section 2.5.

2.2 Objective of this RFP

Requirements set out in this RFP are intended to provide comparable coverage to international students for the same types of services provided by the provincial OHIP plan including some expenses which are not currently OHIP eligible, but are required for cost management purposes.

International students wishing to attend Ontario Colleges **must** possess insurance coverage, which is funded exclusively through student fees. The insurance Services must be in place up to thirty (30) days prior to the student's first day of classes through to the date of their final exams or graduation.

Each College has, in most cases, the equivalent of one (1) full time staff member that provides support to international students with regard to enrolment in the plan.

Important to the Clients is breadth of coverage comparable to current domestic plans, student cost, and cost certainty year over year.

2.3 Supplier Expertise and Capabilities

The Supplier will deliver the Services to meet the requirements set out in this RFP during the Term of the Agreement and shall possess, at a minimum, the following experiences and capabilities:

- Provision of the Services to organizations of similar size and scope;
- Demonstrated ability to identify, manage and provide the Deliverables such that the Services are as cost effective as possible;
- Knowledgeable resources led by a professional account executive well versed in the insurance industry, and the common needs of an education Client to provide ongoing and day-to-day administration;
- Demonstrated ability to identify, address and correct weaknesses in the current insurance program, without increasing costs;
- Demonstrated experience providing Services with the best combinations of price and coverage options are available;
- Provide professional and timely customer support of Clients;
- Provide Clients with price stability over the Term of the Agreement;
- Possess and maintain all memberships, licensing and certifications as may be required by law;
- Provision of secure technology to support student and Client use;
- Ability to stay current on issues such as new insurance products, and new secure technology;
- Have the ability to provide customer references to establish and confirm its knowledge and experience; and,

- Support Clients regarding risk control issues with the analysis of risk control costs and benefits.

2.4 Description of Deliverables

The Supplier shall provide cost effective international student medical plan insurance Services.

The Clients require full transparency into the Services, and shall own and be provided with the policies, claims history activity, and any other supporting documentation/activity created during the Term of the Agreement.

The Supplier shall maintain seven (7) year transaction history for all students.

2.5 Service Plan Coverage Requirements

The following Service plan coverage requirements are based on industry research and analysis and sets out the minimum requirements, if any:

Benefit Category	Description of Insurance Coverage	Requirement Limits, if any	Additional Details
Accident Benefits	Accidental death & dismemberment	\$50,000 limit	All applicable sub-limits (e.g. \$x for a foot)
Accident Benefits	Accidental dental expense	\$2,000 limit	
Accident Benefits	Accidental medical expense	\$1,000 limit	
Accident Benefits	Emergency taxi, excluding ambulance	\$50 limit	
Accident Benefits	Family transportation (to Canada in emergency)	\$5,000 limit per enrolment year	
Accident Benefits	Rehabilitation	Lifetime limit \$5,000	
All	Attempted suicide or self-inflicted injuries	Required	No blanket exclusions
All	Claims due to alcohol, drug abuse, suicide or self-inflicted injuries	Required	No blanket exclusions
All	Coverage for pre-existing conditions if student's health is stable ninety (90) days prior to enrolment	Required	
All	Early arrival	Maximum thirty (30) days	
All	Lifetime policy limit	Maximum \$500,000	
All	Repatriation (upon death)	\$10,000 limit	
All	Return home (due to sickness)	\$10,000 limit	
Basic Health	Ambulance (land)	\$100 limit 80% co-insurance	* If medically necessary
Basic Health	Diagnostic services (including laboratory and x-ray)	Required	*
Basic Health	MRI, CAT scans, and other imaging services performed in private clinic	\$750 limit	
Basic Health	Physician and surgeon services, including one (1) annual exam, immunizations, surgery and hospital (ward) services	Required	*
Basic Health	Prescription drugs (including birth control)	\$2,500 limit 80% co-insurance	
Basic Health	Prosthetic appliances	\$200 limit	*
Basic Health	Psychiatric hospitalization (in-patient)	\$10,000 limit	*
Dental	Annual limit except for dental emergency	\$500 limit With one (1) exam every twelve (12) months	*
Dental	Basic & preventative reimbursement	Co-insurance is acceptable	*
Dental	Extractions & oral surgery	Co-insurance is acceptable	*
Dental	Major restorative	Co-insurance is acceptable	*
Dental	Minor restorative	Co-insurance is acceptable	*

Benefit Category	Description of Insurance Coverage	Requirement Limits, if any	Additional Details
Dental	Emergency	\$500 limit 80% co-insurance	*
Extended Health	Clinical psychologist	\$1,000 limit 80% co-insurance	
Extended Health	Diabetic supplies, including insulin	\$200 limit annually	
Extended Health	Healthcare spending account for acupuncturist, athletic therapist, chiropractor, dietician, massage therapist, naturopath, nutritionist, orthopaedics, osteopath, physiotherapist, podiatrist, and speech therapist	\$400 limit 80% co-insurance	
Extended Health	Home care	\$10,000 limit	If medically necessary
Extended Health	Maternity	\$25,000 limit	Excluding pregnancies occurring more than sixty (60) days prior to enrolment)
Extended Health	Medical equipment	\$250 lifetime limit 80% co-insurance	
Extended Health	Medical supplies	\$250 lifetime limit 80% co-insurance	
Extended Health	Psychiatric hospitalization (out-patient)	\$1,000 limit	
Extended Health	Tutorial services while hospitalized	\$2,000 limit & a limit of \$20/session, 80% co-insurance	
Travel	Out of province medical expenses	\$2,000,000 limit	Irrespective of the lifetime policy limit of \$500,000
Travel	Special treatment travel expenses	\$1,000 limit	
Travel	Supplemental transportation expenses	\$1,000 limit	
Vision	Eye exams	\$75 limit One (1) exam every twenty-four months (24)	
Vision	Eyeglasses & contact Lenses	\$150 limit Every twenty-four months (24)	

Note any limit should be at least the dollar amount noted above.

80% co-insurance means that the Supplier shall pay 80% of the cost to the specified dollar limits noted above.

* Covered to the specified dollar limit per the Ontario medical (including dental) association guidelines.

2.6 Required Insurance Services

The Supplier will provide a cost effective insurance program Services for international students with pricing stabilization on a fee-for-service (i.e. not commission) basis from the Supplier and Subcontractors it may engage in the delivery of the Services during the Term of the Agreement.

2.6.1 Claims Administration and Management

The Supplier shall provide efficient claims management and settlement processing Services including but not limited to:

- Accepting online claims submissions;

- Tracking and reporting of new incidents/claims;
- Escalation process for resolving any new claims;
- Maintaining and updating enrolment;
- Rationale and support for denied and complex claims; and,
- Providing claims payments within five (5) Business Days.

2.6.2 Healthcare Provider Network

The Supplier shall provide a cost effective provincial healthcare provider network (HPN) including, but not limited to, access to the following Services:

- Dentists;
- Hospitals;
- Imaging (e.g. x-rays);
- Laboratory services;
- Land ambulance;
- MRI and CAT scans;
- Paramedics;
- Pharmacies;
- Physicians and surgeons;
- Walk-in clinics; and,
- Other health practitioners (e.g. acupuncturist, athletic therapist, chiropracist, chiropractor, dietician, massage therapist, naturopath, nutritionist, osteopath, psychologist, physiotherapist, podiatrist, speech therapist).

2.6.3 Technology

The Supplier shall provide secure (single sign on) web tools and processes supporting various mobile platforms (e.g. iPhone, iPad, Android, Blackberry) including quick and easy access to:

- Plan description;
- Policy details;
- Downloadable plan enrolment cards;
- HPN in the student's specific geographic location;
- Claims submission and management;
- Live support (i.e. live chat);
- Claims history; and,
- Self-help tutorials.

Some Clients may require the Supplier to integrate its technology with that of the Clients.

2.6.4 Implementation, Transition and Training

The Supplier shall be responsible for implementing several College Clients simultaneously in preparation for the 2015 academic year, and shall provide support including but not limited to:

- Annual student enrolment;
- Maintaining and updating enrolment;
- Reporting enrolment on a quarterly basis;
- Preparing and distributing electronic student cards;
- Welcome information;
- Change management;
- Client training; and,
- Student training.

2.6.5 Help Desk

The Supplier shall provide help desk support to students in multiple languages, such as but not limited to:

- Plan description;

- Policy details;
- HPN in the student's specific geographic location;
- Claims submission and management;
- 24/7 emergency travel claims;
- Claims history;
- Verify eligibility of students and dependents and provide real time claimant eligibility verification; and,
- Support should issues not be resolved in a timely manner.

2.6.6 Annual Service Refresh

The Supplier shall be responsible for managing the Service refresh process annually in November for the following academic year. Note the proposed Rates, from this RFP process, shall remain firm for the 2015 and 2016 academic years. Therefore, in November 2016 (i.e. for the 2017 academic year) the refresh process may also contemplate a Rate change.

The refresh process shall include but not be limited to:

- Reconciling and reporting on premiums paid;
- Conducting a complete, comprehensive and transparent policy review aligned with the Clients policies and practices;
- Recommending program design enhancements/changes for the benefit of the international students;
- A procurement process aligned with the Client's policies;
- Providing transparent and detailed claims information; and,
- Providing detailed financing plan information depending upon the financial model recommended.

2.7 Plan Sponsor

Some Clients oversee the day-to-day tasks involved in implementing and administering the Services and are the main contact for all international students within Client organizations including, but not limited to:

- Enrolling participants;
- Collecting premiums;
- Remitting premiums;
- Addressing international students concerns over issues of coverage and claim payments;
- Submitting program enrolment data electronically to the Supplier;
- Contacting insurer in response to international student coverage questions and, if required, claim denials;
- Handling outstanding student requests; and,
- Coordinating training sessions.

As a result of providing these administrative services, the Supplier shall pay an administrative fee, not exceeding five percent (5%) of the total premium. This RFP does not contemplate any scholarships, endowments or other funding paid by the Supplier to the Client.

2.8 Agreement Administration and Support

The Supplier will be responsible for providing the following support during the Term of the Agreement:

2.8.1 Customer Support to Clients

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

- An account executive (or a team of personnel lead by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing administrative support;
- The Supplier's team must be responsive to the needs of the Clients (i.e. next Business Day response), provide requested information and documentation in a timely manner and issue resolution;
- Communicate claims activity;

- Ensuring minimal disruption to the Client;
- Easy access to the Supplier (i.e. by toll free telephone number, email, voicemail, and fax);
- Establishing an ongoing communications program with the Client (e.g. new Services and initiatives, innovation);
- Attending regular and ongoing meetings, as required, to discuss issues that may arise from time to time which could impact their insurance and risk management programs; and,
- Providing reports to Clients, as required.

2.8.2 Agreement Management Support to OECM

The Supplier shall provide the following types of support including, but not limited to:

- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement, including respecting the Clients mandatory requirement to fulfill their supply chain code of ethics as set out in the BPS Procurement Directive;
- Promoting the Agreement as set out in Section 1.9 of this RFP within the Client community;
- Attending quarterly business review meetings with OECM to review CSAs, Deliverables, performance (including but not limited to operational, and sales/marketing key performance indicators), issue management, opportunities for improvement, and other appropriate business activities;
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- Monitoring, managing and reporting pricing, 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 Client's strategic directions;
- Submission of Service usage report, and any ad hoc reports; and,
- Attending periodic Committee meetings to reviews performance, issue management, opportunities for improvement, and other appropriate business activities.

The Supplier, Client and OECM will review the results of these analytics to identify and execute opportunities to improve agreement performance.

2.9 Invoicing

Flexibility in invoicing and payment processes is required. The Supplier shall submit monthly invoices to each Client setting out the net new changes to enrolment since the previously issued invoice. Invoices shall be available in paper or electronic format.

2.10 Electronic Fund Transfer

The Supplier shall be required to provide Client with the necessary banking information to enable electronic fund transfers ("EFT") for the Service payments.

The necessary information is a void cheque (if at all possible) including, but not necessary limited to:

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

2.11 Payment Terms

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.

2.12 Reporting

The Supplier shall provide reports relating to the provision and support of the Services for each participating Client including but not limited to:

- Premium levels;
- Fees paid;
- Claims history;
- Fee-for-service Rates paid;
- Annual reports; and,
- Annual level of effort (i.e. number of hours).

Other reports, as reasonably requested, may be required. The details of which would be set out in the CSA.

The Supplier shall be responsible for providing reports to OECM (e.g. claim history by Client and at the agreement level, of all signed and pending CSAs, for all Service activity) as well as other ad hoc reports reasonably requested.

2.13 Disaster Recovery and Business Continuity

The Supplier should have and provide to OECM and or Clients upon request, information related to its disaster recovery and business continuity program including the process, policies and procedures related to preparing for recovery or continuation of Service availability and support critical to Clients.

2.14 Licenses, Right to Use and Approvals

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

Where a Supplier is required by Applicable Laws to hold or obtain any such license, 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 license, right to use or approval.

2.15 Accessibility for Ontarians with Disabilities Act

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

The AODA may be found at:

http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm.

2.16 Pricing Methodology

The proposed Rates shall be firm for the Client's 2015 and 2016 academic years (i.e. September to August).

In November 2016 and every year thereafter Rates for the subsequent academic year (i.e. beginning with the 2017 academic year) shall be reviewed, and mutually agreed upon by the parties. Factors such as, but

not limited to, volume of participation, performance, CPI, loss ratios and new or changed municipal, provincial, or federal regulations, by-laws, or ordinances shall be taken into consideration when contemplating Rate changes.

Any such request from a Supplier for a Rate refresh must be accompanied by appropriate documentation.

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

If a proposed Rate increase is not accepted by OECM the Agreement shall be terminated in August of the following calendar year (e.g. if the proposed Rate increase in November 2016 is not accepted, the Agreement shall terminate in August of 2017 – the next calendar year, but the same policy year).

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

Agreements will be amended accordingly, if necessary.

2.16.1 Administration Fee

The Supplier shall pay an administration fee, as proposed on Appendix C, to participating Clients and OECM where administrative functions are carried out. The Supplier, the specific Client and OECM will mutually agree on the management of the fee allocation.

2.16.2 Service Augmentation

During the Term of the Agreement, OECM or the Supplier may adjust the Services to align with Client needs.

Agreements will be amended accordingly, if necessary.

2.17 Saving Calculation

OECM tracks, validates, and reports on savings on all of its agreements. Once OECM receives the Clients' approval, the Supplier will provide OECM with Clients' base line information if applicable (e.g. historical spend).

[End of Part 2]

PART 3 - EVALUATION OF PROPOSAL SUBMISSIONS

3.1 Stages of Proposal Evaluation

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

Stages	Evaluation	Scoring Methodology Maximum Points (If applicable)	Minimum Threshold Requirement
Stage I	Mandatory Requirements	Pass/Fail	Pass
Stage II	Rated Requirements	750	50%
Stage III	Presentations	Not Scored	Not Applicable
Stage IV	Pricing	250	Not Applicable
Stage V	Cumulative Score	1000	Not Applicable
Stage VI	Tie Break	No Point Allocation	No Point Allocation

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

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

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

Any Proposal that is not considered by OECM, to meet all mandatory requirements, subject to the express and implied rights of OECM, will be disqualified and not evaluated further.

A Proposal must include the following **three (3)** mandatory forms:

Appendix	Title of Appendix
Appendix B	Form of Offer
Appendix C	Rate Bid Form
Appendix F	Consortium Information, if applicable

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

If a Proponent fails to insert any information required in Appendix B, or fails to sign Appendix B or Appendix F, OECM may provide such Proponent with an opportunity to rectify such deficiency within a period of two (2) Business Days from notification thereof. Proposals satisfying the mandatory requirements within such period will proceed to Stage II of the evaluation. Proposals, however, failing to satisfy the mandatory requirements within such period will be disqualified and not evaluated further.

3.2.1 Form of Offer - Appendix B (Mandatory Form)

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

(a) Conflict of Interest

In addition to the other information and representations made by each Proponent in the Form of Offer, each Proponent must declare whether it has an actual or potential Conflict of Interest. If, at the sole and absolute discretion of OECM, the Proponent is found to be in a Conflict of Interest, OECM may, in addition to any other remedies available at law or in equity, disqualify the Proposal submitted by the Proponent.

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

(b) General

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

Other than inserting the information requested and signing the Form of Offer, a Proponent may not make any changes to or qualify the Form of Offer in its Proposal. A Proposal that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the RFP may be disqualified.

(c) Proof of Insurance

By signing the Form of Offer, the Proponent agrees, if selected, to carry 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.

3.2.2 Rate Bid Form – Appendix C (Mandatory Form)

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

- All Rates should include no-charge FOB (inside the door of the Client's location) delivery charges;
- All Rates, shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, materials, fuel, office support, profit, permits, licences, labour, carriage, insurance, Workplace Safety Insurance Board costs, travel, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates;
- All Rates shall be quoted exclusive of the HST, other similar taxes, each of which, if applicable, should be stated separately;
- In the event of any discrepancy in the Rates, the lowest Rate submitted shall prevail; and,
- 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 into its Rate assumptions, calculations and into its proposed Rate.

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

3.3.3 Consortium Information – Appendix F (Mandatory Form - If Applicable)

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

3.3 Stage II – Rated Requirements – Appendix E (750 points)

Stage II will consist of an evaluation and scoring of each Eligible Proposal on the basis of responses to the rated requirements set out in Appendix E of this RFP, including sub-point allocations.

A minimum threshold of 50% is required for rated requirements in order for the Proposal to receive a **pass** in this stage and proceed to Stage III of the evaluation process.

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

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

The response to each rated requirement in Appendix E should:

- Be complete (bullet point format is acceptable);
- Concise and factual; and,
- Exhibit the Proponent's competencies of by providing answers demonstrating its capabilities.

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

Proposals that do not respond to a particular rated requirement will receive a score of zero (0) for that requirement. Where the evaluation team cannot reasonably find responses to a rated requirement, a score of zero (0) will be assessed for that rated requirement.

The following is an overview of the point allocation, for the rated requirements:

Rated Requirement Components	Available Points	Minimum Threshold Required (If applicable)
Proponent's Overview & Experience	110	50%
Service Plan Structure	265	50%
Program Stability (and Annual Refresh Process)	40	50%
Implementation, Transition and Training	35	50%
Technology	75	50%
Claims Management	75	50%
Healthcare Provider Network	75	50%
Customer Support	75	50%
TOTAL AVAILABLE POINTS FOR RATED REQUIREMENTS:	750 Points	375 Points

The Proponent **should** submit one (1) completed Appendix E - Rated Requirement.

At the end of Stage II, up to three (3) of the highest scoring Proponents will be invited to participate in the next evaluation stage.

3.4 Stage III – Presentation (Not evaluated or scored)

Up to three (3) of the highest scoring Proponents may be invited to a presentation session. For example, if only two (2) Proponents are invited, the Proponent whose Proposal has the highest score will be invited as will the Proponent whose Proposal had the second highest score. An invited Proponent must attend the presentation to be considered for the remainder of the evaluation process

It is anticipated that the presentation sessions will occur in late March 2015 in Toronto. Proponents should ensure their proposed key resources are available to attend the session.

OECM will send notices to the Proponents being asked to present their Proposal up to five (5) Business Days in advance of the proposed date and time for the presentation. If a Proponent is unable to conduct the presentation at the proposed date and time, OECM will use reasonable efforts to: (i) find a mutually agreeable time on the date proposed by OECM; and, (ii) if OECM and Proponent are unable to do so, find a mutually agreeable time on a day prior to the date originally proposed by OECM. Proponents will be required to answer questions from the evaluation team during this session. There may be a time restriction to the question/answer period.

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

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

3.4.1 Content

Proponents may be asked to:

- Exhibit an understanding of the Service requirements;
- Demonstrate the relevance of its experience and qualifications;
- Demonstrate its online web tools including HPN and claims management;
- Explain their annual refresh process demonstrating Service (and pricing) stability; and,
- Describe its ability to maintain integrity, performance and availability for potentially a growing base of Clients.

3.4.2 Attendance

Up to five (5) Proponent participants (not senior executives) may attend the presentation session. The following proposed key resources should attend the presentation session:

- Account Manager responsible for the day-to-day management of the Services;
- Claims Manager;
- Technical support; and,
- Student Coordinator.

3.5 Stage IV – Pricing – Appendix C (250 points)

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

The total available points for the pricing are:

Pricing Components	Available Points
Annual Rates (12 months)	
• Service Plan Coverage	230

Pricing Components	Available Points
• Additional Rate for Dependents	20
TOTAL AVAILABLE POINTS FOR PRICING:	250

Note, Rates for part time international students will be calculated based on the proposed annual Rates – applicable to the number of weeks and or months the student would be attending the Client’s organization for study.

The Proponent **must** submit one (1) completed Appendix C - Rate Bid Form.

3.5.1 Pricing Evaluation Methodology

Each Rate will be evaluated based on the relationship of the Proponent’s proposed Rate in comparison to other Proponent’s proposed Rates on the Rate Bid Form (Appendix C) using a relative formula.

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

Example: <u>Annual Rate for Service Plan Coverage</u>		
Proposed Rates	Calculation	Resulting Points
If Proponent 1 proposes the lowest Rate of \$30.00, that Proponent will receive 100% of the sub-point allocation.	$\$30.00 \div \30.00×230	230
If Proponent 2 proposes the second lowest Rate of \$40.00, that Proponent will receive 75% of the sub-point allocation.	$\$30.00 \div \40.00×230	172.5
If Proponent 3 proposes the third lowest Rate of \$55.00, that Proponent will receive 54.5% of the sub-point allocation.	$\$30.00 \div \55.00×230	125.5

The above process will occur for all proposed Rates, and the points will be totalled for each Proposal.

3.6 Stage V – Cumulative Score

At the conclusion of Stage IV, the scores from Stages II and IV will be added and, subject to the express and implied rights of OECM, the highest scoring Proponent will become the Preferred Proponent and invited to enter into discussions to finalize the terms of the Agreement, attached in Appendix A.

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 rated requirements scoring related to the information obtained during the reference check.

3.7 Stage VI - Tie Break Process

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

3.8 Agreement Execution

Subject to the requirements of this Section, OECM expects that the Agreement will be executed substantially in the form in which it appears in this RFP within fifteen (15) days after notification of award.

Once the Agreement has been fully executed, Clients may execute the CSA with the Supplier.

For certainty, OECM makes no commitment to the Preferred Proponent that the Agreement will be executed. The Preferred Proponent acknowledges that the commencement of any discussions does not obligate OECM to execute the Agreement.

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

3.9 Agreement Launch and Marketing

OECM will promote the use of the Agreement with Clients as set out in Section 1.9 – Client-Supplier Agreements. During the post award period, the Supplier will be expected to meet with OECM, to discuss an effective collaborative Agreement launch.

OECM will work closely with the Supplier and requests that, where available, communications and marketing experts join discussions to achieve the desired outcome. During this period, OECM may request the following information:

- Supplier profile and logo;
- Supplier ordering guide including contact information;
- Service information;
- Access to any online system;
- Access to training materials (e.g. webinars); and,
- Images of Services.

[End of Part 3]

PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 RFP Timetable

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

RFP Timetable	
Event	Date
OECM's Issue Date of RFP:	January 29, 2015
Proponent's Information Session:	3:00pm February 4, 2015
Proponent's Deadline for all Questions:	5:00pm on February 11, 2015
OECM's Deadline for Issuing Addenda:	February 13, 2015
Proponent's Deadline for Questions Pertaining to <u>Issued Documents only</u> :	5:00pm February 18, 2015
OECM's Deadline for Issuing Final Addenda:	February 20, 2015
Proponent's Proposal Submission Deadline:	2:00:00pm on February 27, 2015
Proponent Presentation Sessions:	March 2015
Anticipated Agreement Start Date:	April 2015
Planned Enrolment Date:	August/September 2015

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

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

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

4.1.2 Proponent Information Session

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

A Proponent wishing to participate should register, noting its full legal name and the names of the representatives by emailing the RFP Coordinator prior to **11:00 am on February 4, 2015**. Access to the teleconference and any applicable information will be emailed to the registered Proponents.

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

The Proponent Information Session is not an opportunity for Proponent's to direct questions about the RFP document – Proponents must submit questions to the RFP Coordinator as set out in Section 4.2.1 below.

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

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

4.1.3 Proponents to Follow Instructions

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 a Proposal should reference the applicable section numbers of this RFP where that request was made.

4.1.4 Proposals in English

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

4.1.5 OECM's Information in RFP Only an Estimate

OECM makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general size of the work.

It is the Proponent's responsibility to avail itself of all the necessary information to prepare a Proposal in response to this RFP.

4.1.6 Proponent's Costs

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

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

4.2 Communication after RFP Issuance

4.2.1 RFP Coordinator Contact Information

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

- **Name:** Patti Greer, Strategic Sourcing Manager
patti.greer@oecm.ca

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

- Any employee or agent of OECM (other than the RFP Coordinator);

- Any member of OECM's governing body (such as Board of Governors, Board of Directors, or advisors);
- Any elected official of any level of government, including any advisor to any elected official; and,
- Any employee or agent of OECM's Clients.

4.2.2 Proponents to Review RFP

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

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

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

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

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

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

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

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

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

4.2.3 Proponent to Notify

In the event a Proponent has any reason to believe that any of the circumstances listed in Section 4.2.2 exist, the Proponent must notify the RFP Coordinator in writing prior to submitting a Proposal. If appropriate, the RFP Coordinator will then clarify the matter for the benefit of all Proponents.

Proponents shall **not**:

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

4.2.4 All New Information to Proponents by way of Addenda

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

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

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

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

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

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

4.3 Proposal Submission Requirements

4.3.1 General

To be considered in the RFP process, a Proposal must be received **on** or **before** the Proponent's Proposal Submission Deadline as set out in Section 4.1.1, in two (2) sealed packages and should bear the Proponent's name, return address, RFP number, and the RFP Coordinator's name.

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

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

Submission address:

- Ontario Education Collaborative Marketplace

90 Eglinton Avenue East, Suite 504
Toronto, Ontario, Canada
M4P 2Y3

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

4.3.2 Proposal Submission Requirements

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

Package 1 - Proposal:

- **Must** include:
 - A completed and signed Appendix B – Form of Offer; and,
 - A completed and signed Appendix F – Consortium Information (if applicable).

- Should include:
 - The entire Proposal and other (non-mandatory) information, such as a completed:
 - Appendix D – Reference Form;
 - Appendix E – Rated Requirements; and,
 - Appendix I – Compliance with Agreement.
- **Note:** No pricing information should be included in package 1.

Package 2 - Pricing:

- Must include:
 - Appendix C – Rate Bid Form.

The following table sets out the required number of documents that should be submitted with the Proposal per package:

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

Proposals should be completed without delineations, alterations, or erasures.

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

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

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

4.3.3 Other Proposal Considerations

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

- All pages should be numbered and must not exceed seventy-five (75) pages in length;
- Do not include general marketing material;
- Any embedded literature links within a Proposal should be a direct link to the specific page rather than the Proponent’s main website. Where literature links are not possible, a PDF document may also be incorporated within the Proposal. Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored;
- The Appendices provided, as appropriate, should be used for completing the Proposal;

- Completely address, on a point-by-point basis, each rated requirement identified in Appendix E;
- Adhere to the Proposal format requirements described above; and,
- Respond to the requirements in the applicable Appendices, or as may be directed in this RFP.

4.3.4 Proposal Receipt by OECM

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

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

4.3.5 Withdrawal of Proposal

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

4.3.6 Amendment of Proposal

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

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

OECM has no obligation to return amended Proposals.

4.3.7 Completeness of Proposal

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

4.3.8 Proposals Retained by OECM

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

4.3.9 Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 4.3.5, a Proposal shall be irrevocable by the Proponent for one-hundred-and-twenty (120) days from the Proponent's Proposal Submission Deadline.

4.3.10 Acceptance of RFP

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

4.3.11 Amendments to RFP

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

4.3.12 Proposals will not be Opened Publicly

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

4.3.13 Clarification of Proposals

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

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

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

4.3.14 Verification of Information

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

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

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

4.3.15 Proposal Acceptance

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

4.3.16 RFP Incorporated into Proposal

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

4.3.17 Exclusivity of Contract

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

4.3.18 Substantial Compliance

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

4.3.19 No Publicity or Promotion

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

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

4.4 Execution of Agreement, Notification and Debriefing

4.4.1 Selection of Proponent

OECM anticipates that the Preferred Proponents will be selected within sixty (60) days of the Proponent's Proposal Submission Deadline. Notice of selection by OECM to the Preferred Proponent will be in writing by email from the RFP Coordinator.

The Preferred Proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP within fifteen (15) days of notice of selection. This provision is solely to the benefit of OECM and may be waived by OECM at its sole discretion.

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

4.4.2 Failure to Enter Into Agreement

In addition to all of OECM's other remedies, if the Preferred Proponent fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) days of notice of selection, OECM may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent.

4.4.3 Notification to Other Proponents of Outcome of RFP Process

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

4.4.4 Debriefing

Proponents will be invited to attend a debriefing from OECM after award notification.

OECM will not disclose submission information from other Proponents.

The intent of the debriefing information session is to aid the Proponent in presenting a better Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

4.4.5 Bid Dispute Resolution

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

Any request that is not received within ten (10) days following a debriefing will not be considered and the Proponent will be notified in writing.

A protest in writing shall include the following:

- A specific identification of the provision and/or procurement procedure that is alleged to have been breached;
- A specific description of each act alleged to have breached the procurement process;

- A precise statement of the relevant facts;
- An identification of the issues to be resolved;
- The Proponent's arguments and supporting documentation; and,
- The Proponent's requested remedy.

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

4.5 Prohibited Communications, Confidential Information and FIPPA

4.5.1 Confidential Information of OECM

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

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

4.5.2 Confidential Information of the Proponent

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

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

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

4.5.3 Proponent's Submission

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

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

4.5.4 Personal Information

Personal Information shall be treated as follows:

- Submission of information – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide Services unless specifically requested. OECM shall maintain the information for a period of seven (7) years from the time of collection. Should OECM request such information, OECM will treat this information in accordance with the provisions of this section;

- Use – Any personal information as defined in the *Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5* that is requested from a Proponent by OECM shall only be used to select the qualified individuals to undertake the services and to confirm that the work performed is consistent with these qualifications; and,
- Consent – It is the responsibility of the Proponent to obtain the consent of such individuals prior to providing the information to OECM. OECM will consider that the appropriate consents have been obtained for the disclosure to and use by OECM of the requested information for the purposes described.

4.5.5 Non-Disclosure Agreement

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

4.5.6 Freedom of Information and Protection of Privacy Act

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

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

4.5.7 Competition Act

Under Canadian law, a Proposal must be prepared without conspiracy, collusion, or fraud. For more information, refer to the Competition Bureau website at <http://laws-lois.justice.gc.ca/eng/acts/C-34/>, 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 Agreement on Internal Trade or within the scope of the Trade and Cooperation Agreement between Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP.

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

4.5.9 Intellectual Property

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

4.6 Reserved Rights and Governing Law of OECM

4.6.1 General

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

- (a) Make public the names of any or all Proponents;

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

and where OECEM cancels this RFP, OECEM may do so without providing reasons, and OECEM may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing.
- (n) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal;

- (o) Accept any Proposal in whole or in part; or,
- (p) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM or is otherwise engaged in a dispute with OECM

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 Rights of OECM – Preferred Proponent

In the event that the Preferred Proponent fails or refuses to execute the Agreement within fifteen (15) days from being notified of its position as the Preferred Proponent, OECM may in its sole discretion:

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

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

4.6.3 No Liability

The Proponent agrees that:

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

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

4.6.4 Assignment

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

4.6.5 Entire RFP

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

4.6.6 Priority of Documents

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

4.6.7 Governing Law

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

[End of Part 4]

APPENDIX A – FORM OF AGREEMENT

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

APPENDIX B – FORM OF OFFER

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



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

To: OECM

From: [Insert Proponent's Name]

Re: **IN THE MATTER OF** our Proposal dated [insert date], of which this Form of Offer is an integral part, submitted in response to RFP #2015-181 issued by OECM on January 29, 2015, as the same may be amended.

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

1. Offer

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

2. Rates for Deliverables

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

3. Proposal Irrevocable

The Proponent agrees that its Proposal shall be irrevocable for one-hundred-and-twenty (120) days following the Proponent's Proposal Submission Deadline.

4. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to OECM's advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

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

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

6. Addenda and Questions/Answers

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

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

7. Unfair Advantage and Conflict of Interest Statement

Prior to completing this Form of Offer, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 1.13 of this RFP.

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

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

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

8. Proponent Information

Insert the required information in the following table:

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

Information Required	Response
The name, address, telephone and fax numbers, and email address of the Proponent's contact person are:	[Enter response here.]
The Proponent's business model:	<p style="text-align: center;">[Enter response here.]</p> <p> <input type="checkbox"/> individual <input type="checkbox"/> partnership <input type="checkbox"/> sole proprietorship <input type="checkbox"/> consortium* <input type="checkbox"/> corporation </p> <p>*If the Proponent is a consortium, Appendix F must be completed, signed, and submitted with the Proponent's Proposal.</p>

9. Execution of Agreement

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

Witness:
Signature:
Printed Name:
Date:

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

APPENDIX C – RATE BID FORM

Appendix C is attached as a separate Microsoft Excel file.

APPENDIX E – RATED REQUIREMENTS

Appendix E is attached as a separate Microsoft Excel file.

APPENDIX F – CONSORTIUM INFORMATION

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

Insert Proponent’s Name:	
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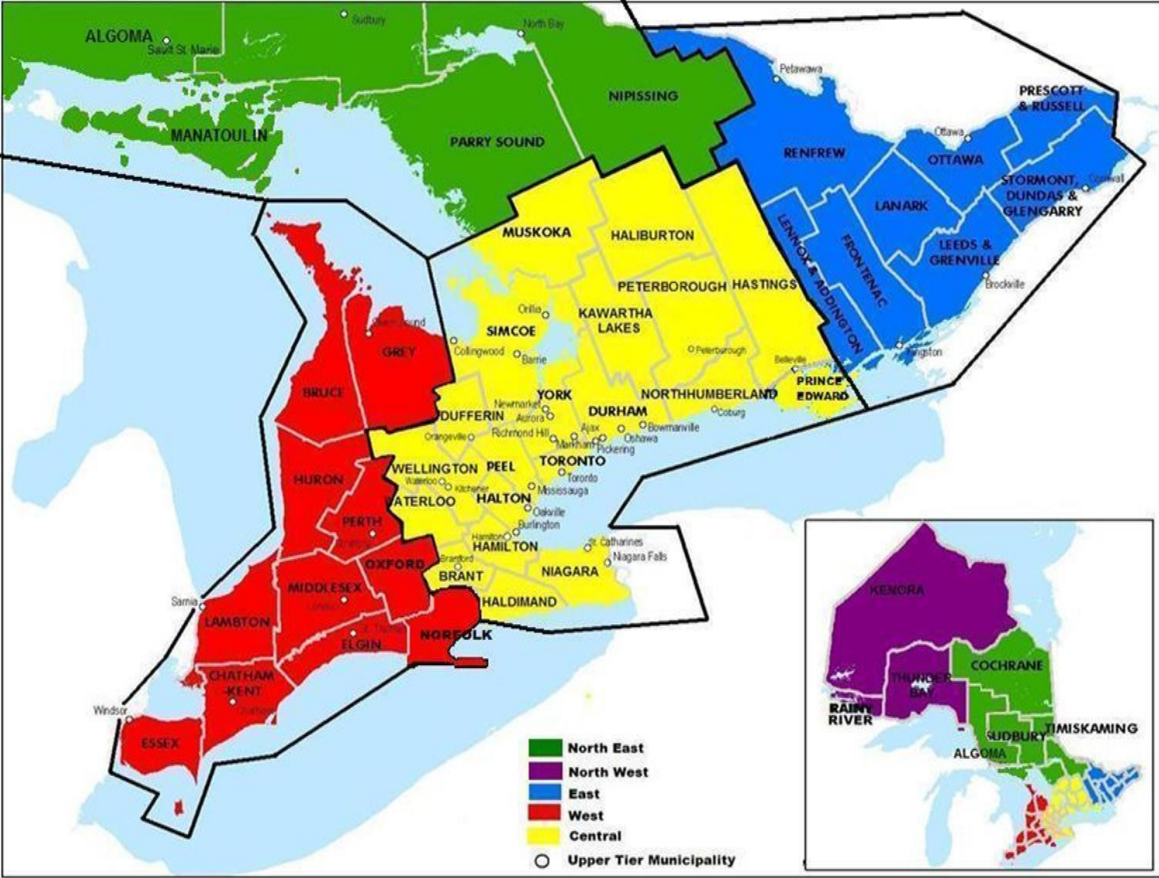
Information Required	Response
Name of the legal entity that is liable and responsible to OECM for the provision of the Deliverables in this RFP (i.e. the Proponent).	[Enter response here.]
Describe the consortium members and what each will supply.	[Enter response here.]
Describe the contingency plan if a consortium member is no longer part of the consortium.	[Enter response here.]

Witness:
Signature:
Printed Name:
Date:

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

APPENDIX G – OECD GEOGRAPHICAL ZONES

Clients supported by OECD sourcing initiatives are located in five (5) Zones in the Province of Ontario, as set out below.



APPENDIX H – ONTARIO COLLEGE CONSORTIUM MEMBERSHIP

Below are the College Clients – those engaged in this project and other College Clients. Additionally the number of full-time international student enrolment (fall semesters) for three (3) academic years.

Ontario Colleges	Full-Time International Student Enrolment (for the following academic years)		
	Fall 2012	Fall 2013	Fall 2014
Colleges engaged in this project:			
The Algonquin College of Applied Arts and Technology	779	934	1152
College Boreal D'arts Appliques Et De Technologie	15	21	24
The Cambrian College of Applied Arts and Technology	72	1,051	996
The Confederation College of Applied Arts and Technology	93	176	276
Durham College of Applied Arts and Technology**	297	335	453
The Fanshawe College of Applied Arts and Technology**	1,059	1,340	1,470
Sir Sandford Fleming College of Applied Arts and Technology	204	251	394
The Humber College Institute of Technology and Advanced Learning	3,086	2,998	3,120
The Lambton College of Applied Arts and Technology**	296	181	269
Loyalist College of Applied Arts and Technology**	60	34	56
The St. Lawrence College of Applied Arts and Technology	113	528	620
Seneca College of Applied Arts and Technology	2,553	2,960	3,814
Other Colleges:			
Canadore College of Applied Arts and Technology	118	139	170
Le College D'arts Appliques Et De Technologie La Cite Collegiale	82	114	162
Niagara College of Applied Arts and Technology	1222	1,201	1,342
Northern College of Applied Arts and Technology	4	5	13
Sheridan College Institute of Technology and Advanced Learning	2,343	2,570	3,310
St. Clair College of Applied Arts and Technology	228	257	553
The Centennial College of Applied Arts and Technology**	3,655	3,805	4,537
The Conestoga College Institute of Technology and Advanced Learning	759	620	753
The George Brown College of Applied Arts and Technology	1,973	2,415	2,697
The Georgian College of Applied Arts and Technology	451	605	821
The Mohawk College of Applied Arts and Technology	903	978	1,094
The Sault College of Applied Arts and Technology	6	13	54
Totals:	20,371	23,531	28,180

APPENDIX I – COMPLIANCE WITH AGREEMENT

To: OECM

From: [Insert Proponent's Name]

The Proponent should complete and submit this Appendix. The Proponent is deemed to agree to the entire Form of Agreement if this Appendix is not submitted.

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

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

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

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

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

Please refer to the RFP Section 1.8 (Type of Agreement), Section 3.8 (Agreement Execution) and Section 1.13 (Definitions - for a definition of Agreement).

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
MASTER AGREEMENT					
Article 1 – Interpretation and General Provisions					
1.01	Defined Terms				
1.02	Entire Agreement				
1.03	Severability				
1.04	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				

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
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				
Article 2 – Legal Relationship Between OECM/Client, Supplier and Third-Parties					
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				
Article 3 – Performance by Supplier					
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				
Article 4 – Payment for Performance and Audit					
4.01	Payment According to Contract Rates				

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
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 Administrative Fees				
4.09	Interest on Late Payment				
4.10	Document Retention and Audit				
4.11	Rate Refresh				
Article 5 – Confidentiality and FIPPA/MFIPPA					
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				
Article 6 – Intellectual Property and Use of OECM or Client Insignia					
6.01	Intellectual Property				
6.02	Use of OECM or Client or Supplier Insignia or Logo				
6.03	Supplier Representation and Warranty Regarding Third-Party Intellectual Property				
6.04	Survival				

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
Article 7 – Indemnity and Insurance					
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				
Article 8 – Termination, Expiry and Extension					
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				
Schedule 1 (Resources, Supplementary Provisions, and Rates)					
Appendix A – Resources and Supplementary Provisions		Not applicable	Not applicable	Not applicable	Not applicable
Appendix B – Rates		Not applicable	Not applicable	Not applicable	Not applicable
Schedule 2 (Client Supplier Agreement)					
Article 1 – Definitions					
Article 2 – The Master Agreement					
Article 3 – Representatives for Client-Service Agreement					

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
Article 4 – Term of CSA					
Article 5 – Resources, Rates and Payment Process					
Article 6 – Rates and Payment					
Article 7 – Insurance					
Article 8 – Notices					
Article 9 – Termination					
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				
Article 10 – Publicity					
Article 11 – Legal Relationship Between Client, Supplier and Third-Parties					
11.1	Supplier's Power to Contract				
11.2	Representatives May Bind the Parties				
11.3	Independent Contractor				
11.4	Subcontracting or Assignment				
Article 12 – General					
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		Not applicable	Not applicable	Not applicable	Not applicable

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
	Appendix B – Rates	Not applicable	Not applicable	Not applicable	Not applicable
	Appendix C – Client's Policies and Guidelines	Not applicable	Not applicable	Not applicable	Not applicable

APPENDIX J – NOTICE OF NO SUBMISSION FORM

OECM would like to understand any challenges vendors might have when responding to OECM RFPs.

OECM invites any vendor who chooses NOT to submit a Proposal in response to this RFP to complete the following table and send it to the RFP Coordinator.

The vendor’s reasons for **not submitting a Proposal** will help OECM on its future sourcing initiatives.

NOTICE OF NO PROPOSAL SUBMISSION	
<i>Please specify reason for no Submission:</i>	
Organization’s Name:	
Contact Information (email address):	
Signature of the organization’s Representative:	
Date:	