



Savings | Choice | Service

## INSURANCE BROKER SERVICES

### REQUEST FOR PROPOSALS #2024-450

| Request for Proposals Timetable  |                            |
|--|----------------------------|
| Event  | Time/Date                  |
| OECEM's Issue Date of Request for Proposals:   | May 23, 2024               |
| Proponent's Information and Ontario Tenders Portal Demonstration Session:                    | 2:00 pm on May 28, 2024    |
| Proponent's Deadline to Submit Questions:  | 5:00 pm on June 6, 2024    |
| OECEM's Deadline for Issuing Answers:  | June 14, 2024              |
| Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents: | 5:00 pm on June 20, 2024   |
| OECEM's Deadline for Issuing Final Documents:  | June 25, 2024              |
| Proponent's Intent to Submit a Proposal:   | June 28, 2024              |
| Closing Date:  | 2:00:00 pm on July 3, 2024 |
| Targeted Date for Presentation/Demonstration Session:  | Second week of August 2024 |
| Anticipated Master Agreement Start Date:   | October 2024               |

All times specified in this timetable are local times in Toronto, Ontario, Canada

OECEM shall not be obligated in any manner to any Proponent whatsoever until a written Master Agreement has been duly executed with a Supplier.

## TABLE OF CONTENTS

|  |           |
|--|-----------|
| <b>PART 1 – INTRODUCTION .....</b>   | <b>5</b>  |
| 1.1 Objective of this RFP.....   | 5         |
| 1.2 Supplier Experience and Qualifications .....                             | 5         |
| 1.3 Project Background.....  | 6         |
| 1.3.1 Ontario College Landscape.....   | 6         |
| 1.3.2 The College’s JIC Group Insurance Program.....                         | 6         |
| 1.3.3 College JIC – Loss Experience .....                                    | 8         |
| 1.3.4 JIC - Key Risk Exposures.....  | 8         |
| 1.3.5 Customer Engagement.....   | 9         |
| 1.4 Award Strategy.....  | 9         |
| 1.4.1 No Contract until Execution of Written Master Agreement.....           | 9         |
| 1.4.2 Customer’s Usage of Master Agreements .....                            | 10        |
| 1.4.3 No Guarantee of Volume of Work or Exclusivity of Master Agreement..... | 10        |
| 1.5 About OECM.....  | 10        |
| 1.5.1 Use of OECM Master Agreements .....                                    | 11        |
| 1.5.2 The Ontario Broader Public Sector Procurement Directive.....           | 12        |
| 1.5.3 Trade Agreements.....  | 12        |
| <br>   |           |
| <b>PART 1A – RULES OF INTERPRETATION AND DEFINITIONS.....</b>                | <b>13</b> |
| 1A.1 Rules of Interpretation .....   | 13        |
| 1A.2 Definitions .....   | 13        |
| <br>   |           |
| <b>PART 2 – THE DELIVERABLES .....</b>                                       | <b>17</b> |
| 2.1 Description of Deliverables .....  | 17        |
| 2.1.1 Account Management and Day to Day Administration Services.....         | 17        |
| 2.1.2 Insurance Program (Life Cycle) Services .....                          | 17        |
| 2.1.3 Claims Management and Claims Advocacy Services.....                    | 18        |
| 2.1.4 Risk Management Services.....  | 19        |
| 2.1.5 Monitoring of Current and Future Trends .....                          | 19        |
| 2.1.6 Reporting/Dashboard Services.....                                      | 19        |
| 2.1.7 Other Services .....   | 20        |
| 2.2 Disaster Recovery and Business Continuity.....                           | 20        |
| 2.3 Licences, Permits, Right to Use and Approvals.....                       | 20        |
| 2.4 Environmental, Social, and Governance .....                              | 20        |
| 2.5 <i>Financial Administration Act Section 28</i> .....                     | 20        |
| 2.6 Invoicing.....   | 21        |
| 2.6.1 Payment Terms and Methods .....  | 21        |
| 2.7 Rates.....   | 21        |
| 2.7.1 Incentives for Customers.....  | 22        |
| 2.7.2 Travel Expenses .....  | 22        |
| 2.7.3 OECM Cost Recovery Fee .....   | 22        |
| 2.8 Supplier Support to Customers .....                                      | 23        |
| 2.8.1 Transition Support.....  | 24        |
| 2.9 Supplier Management Support to OECM .....                                | 24        |
| 2.9.1 Master Agreement Award and Launch .....                                | 24        |
| 2.9.2 Promoting OECM Master Agreements .....                                 | 25        |
| 2.9.3 Supplier Performance Management Scorecard.....                         | 25        |
| 2.9.4 Rate Refresh.....  | 25        |
| 2.9.5 Process to Add Other Services .....                                    | 26        |
| 2.9.6 Saving Calculation.....  | 26        |
| 2.9.7 OECM’s Supplier Recognition Program .....                              | 26        |
| 2.9.8 Reporting to OECM.....   | 27        |
| <br>   |           |
| <b>PART 3 – EVALUATION OF PROPOSALS .....</b>                                | <b>28</b> |
| 3.1 Stages of Proposal Evaluation .....                                      | 28        |
| 3.2 Stage I – Review of Qualification Responses (Pass/Fail) .....            | 28        |
| 3.3 Stage II – Technical Response .....                                      | 28        |

|  |   |           |
|--|---|-----------|
| 3.4  | Stage III – Presentation .....                                      | 29        |
| 3.4.1  | Content .....   | 29        |
| 3.5  | Stage IV – Commercial Response .....                                | 29        |
| 3.6  | Stage V – Cumulative Score .....                                    | 30        |
| 3.7  | Stage VI – Tie Break Process .....                                  | 31        |
| 3.8  | Stage VII – Negotiations.....                                       | 31        |
| 3.9  | Stage VIII – Master Agreement Finalization .....                    | 31        |
| <b>PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS.....</b> |   | <b>32</b> |
| 4.1  | General Information and Instructions.....                           | 32        |
| 4.1.1  | RFP Timetable .....   | 32        |
| 4.1.2  | Proponent’s Information and OTP Demonstration Session .....         | 33        |
| 4.1.3  | Proponent to Follow Instructions .....                              | 33        |
| 4.1.4  | OECM’s Information in RFP Only an Estimate .....                    | 33        |
| 4.1.5  | Proponent’s Costs .....   | 33        |
| 4.2  | Communication after RFP Issuance.....                               | 34        |
| 4.2.1  | Communication with OECM .....                                       | 34        |
| 4.2.2  | Proponent to Review RFP .....                                       | 34        |
| 4.2.3  | Proponent’s Intent to Submit Proposal .....                         | 34        |
| 4.2.4  | Proponent to Notify .....   | 35        |
| 4.2.5  | All New Information to Proponents by way of Addenda.....            | 35        |
| 4.3  | Proposal Submission Requirements.....                               | 35        |
| 4.3.1  | General .....   | 35        |
| 4.3.2  | Proposal in English .....   | 36        |
| 4.3.3  | Proposal Submission Requirements.....                               | 36        |
| 4.3.4  | Other Proposal Considerations.....                                  | 36        |
| 4.3.5  | Proposal Receipt by OECM.....                                       | 36        |
| 4.3.6  | Withdrawal of Proposal .....  | 36        |
| 4.3.7  | Amendment of Proposal on OTP .....                                  | 37        |
| 4.3.8  | Completeness of Proposal .....                                      | 37        |
| 4.3.9  | Proposals Retained by OECM.....                                     | 37        |
| 4.3.10   | Acceptance of RFP .....   | 37        |
| 4.3.11   | Amendments to RFP .....   | 37        |
| 4.3.12   | Proposals will not be Opened Publicly.....                          | 37        |
| 4.3.13   | Clarification of Proposals.....                                     | 37        |
| 4.3.14   | Verification of Information.....                                    | 37        |
| 4.3.15   | Proposal Acceptance .....   | 38        |
| 4.3.16   | RFP Incorporated into Proposal .....                                | 38        |
| 4.3.17   | Exclusivity of Contract.....  | 38        |
| 4.3.18   | Substantial Compliance.....   | 38        |
| 4.3.19   | No Publicity or Promotion .....                                     | 38        |
| 4.4  | Negotiations, Timelines, Notification and Debriefing.....           | 38        |
| 4.4.1  | Negotiations with Preferred Proponent .....                         | 38        |
| 4.4.2  | Failure to Execute a Master Agreement .....                         | 38        |
| 4.4.3  | Master Agreement.....   | 39        |
| 4.4.4  | Notification to Other Proponents .....                              | 39        |
| 4.4.5  | Debriefing.....   | 39        |
| 4.4.6  | Bid Dispute Resolution .....  | 39        |
| 4.5  | Prohibited Communications, and Confidential Information .....       | 40        |
| 4.5.1  | Confidential Information of OECM .....                              | 40        |
| 4.5.2  | Confidential Information of the Proponent .....                     | 40        |
| 4.5.3  | Proponent’s Submission .....  | 40        |
| 4.5.4  | Personal Information .....  | 40        |
| 4.5.5  | Non-Disclosure Agreement .....                                      | 40        |
| 4.5.6  | Freedom of Information and Protection of Privacy Act .....          | 41        |
| 4.5.7  | Municipal Freedom of Information and Protection of Privacy Act..... | 41        |
| 4.5.8  | Intellectual Property.....  | 41        |
| 4.6  | Reserved Rights and Governing Law of OECM.....                      | 41        |
| 4.6.1  | General .....   | 41        |
| 4.6.2  | Rights of OECM – Proponent .....                                    | 43        |
| 4.6.3  | No Liability.....   | 43        |
| 4.6.4  | Assignment .....  | 44        |

|   |   |           |
|---|---|-----------|
| 4.6.5   | Entire RFP.....                             | 44        |
| 4.6.6   | Priority of Documents.....                  | 44        |
| 4.6.7   | Disqualification for Misrepresentation..... | 44        |
| 4.6.8   | References and Past Performance.....        | 44        |
| 4.6.9   | Cancellation.....                           | 44        |
| 4.6.10  | Competition Act.....                        | 44        |
| 4.6.11  | Trade Agreements.....                       | 44        |
| 4.6.12  | Governing Law.....                          | 44        |
| <b>APPENDIX A – FORM OF MASTER AGREEMENT .....</b>                  |   | <b>46</b> |
| <b>APPENDIX B – COMMERCIAL RESPONSE .....</b>                       |   | <b>47</b> |
| <b>APPENDIX C – SUPPLIER REPORTING REQUIREMENTS .....</b>           |   | <b>48</b> |
| <b>APPENDIX D – SUPPLIER PERFORMANCE MANAGEMENT SCORECARD .....</b> |   | <b>49</b> |
| <b>APPENDIX E – OECM’S SUPPLIER CODE OF CONDUCT .....</b>           |   | <b>51</b> |
| <b>APPENDIX F – JIC MEMBERS .....</b>                               |   | <b>53</b> |

## PART 1 – INTRODUCTION

This non-binding Request for Proposals (“RFP”) is an invitation to obtain Proposals from qualified Proponents for Insurance Broker Services (“Services”) to support the Ontario Colleges Joint Insurance Committee (“JIC”) and OECM Customers, as required. The requirements are set out as further described in Part 2 – The Deliverables.

This RFP is issued by OECM.

### 1.1 Objective of this RFP

The objective of this RFP is to award a Master Agreement to one (1) qualified Supplier able to provide Insurance Broker Services to all OECM Customers (i.e., the participating JIC members and others) including, but not limited to:

- (a) Providing expertise and strategy development relating to the management of risks (e.g., risk identification, data analysis of claims information, policy placement) to ensure the required insurance coverage is purchased on the broadest terms possible (e.g., limited exclusions), and as cost effectively as possible;
- (b) Providing support and recommendations regarding risk control issues and support them with the analysis of risk control costs and benefits (e.g., deferred maintenance, health and safety, current trends observed within the industry);
- (c) Providing claims management and pro-active claims advocacy while acting in the best interests of the Customer;
- (d) Providing guidance and information to incumbent and potential insurers, and to work with the Customer to ensure that underwriters have the required understanding of operational risk exposures;
- (e) Providing support for alternative risk financing structures, and work with actuaries and consultants or other service providers on any such initiatives;
- (f) Ability to navigate and negotiate with insurers in Canada and internationally as necessary, and describe how risk is communicated to ensure that the best combinations of cost and coverage options are available;
- (g) Understanding, anticipating and being responsive to Customer needs (e.g., student insurance, third-party service providers, for-profit services, applied research, industry partners) where appropriate;
- (h) Ensuring the management and issuance of policy documentation is provided in a timely manner as per required industry standards regardless of the type of policy or location of insurer;
- (i) Identifying, addressing, correcting weaknesses, and enhancing current insurance programs, without increasing costs where possible;
- (j) Providing exemplary customer centric service by responding to requests and questions in a timely manner; and,
- (k) Reducing the costs of competitive procurement processes associated with the Services on an ongoing basis (i.e., fewer competitive procurement documents issued by OECM Customers).

### 1.2 Supplier Experience and Qualifications

The Supplier shall possess the following attributes and demonstrate such expertise and knowledge within its Proposal:

- (a) Be fully cognizant of and have the demonstrated knowledge and professional personnel/team to provide the Services and ensure Customers needs are met;
- (b) The capacity to provide Services to a geographically diverse Customer base; and,
- (c) Extensive knowledge and experience when supporting complex Customer insurance programs (e.g., the Ontario College sector).

### 1.3 Project Background

OECM currently has an Insurance Broker Services agreement in place with one (1) supplier that expires on March 31, 2025. That agreement was initiated to support JIC participating members. Other OECM Customers, however, have also used the current agreement

This RFP is a retender project for this agreement.

Some Customers currently have their own individual insurance programs and/or may be part of a reciprocal insurance program. These Customers may require Services on an as-and-when-required basis from the Master Agreement resulting from this RFP. Customers will have different arrangements for control adjusters.

Customers using OECM's current agreement are not, in any way, obligated to participate in any Master Agreement resulting from this RFP.

#### 1.3.1 Ontario College Landscape

Ontario Colleges ("Colleges) established and governed by the *Ontario Colleges of Applied Arts and Technology Act, 2002* ("OCAAT") are comprised of twenty-four (24) publicly funded community Colleges. The Colleges offer more than five thousand (5,000) programs and enroll to more than two-hundred and twenty-five (225,000) full time equivalent students (e.g., full-time domestic and international students) and thousands more enrolled in part-time and continuing education programs, serving communities throughout Ontario, providing access to people in rural and remote areas, and to people from all walks of life.

The Colleges are fully accredited under the *Ontario Colleges of Applied Arts and Technology Act 2002* and are located in Ontario, Canada. The Colleges offer a wide variety of post-secondary programs in French and English languages, including degrees, diplomas, and joint College-University programming.

The Colleges enroll thousands of full-time domestic and international students with thousands more enrolled in part-time and continuing education programs. In addition to offering a wide variety of post-secondary programming, many colleges offer corporate training, third party applied research services, fundraising, access and use of space to third parties, residences, and theatre/conference services.

Visit [www.ontariocolleges.ca](http://www.ontariocolleges.ca); or [www.ontariocollege.org](http://www.ontariocollege.org); for more details.

#### 1.3.2 The College's JIC Group Insurance Program

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

The College JIC members currently participate in a group insurance purchasing program. It is a fixed fee cost insurance program purchased in the traditional insurance market on a group basis. The Colleges participating in the JIC enjoy preferred rates due to economies of scale.

Fourteen (14) Colleges are currently participating in the JIC to ensure consistent and efficient delivery of the Insurance Broker Services and to achieve volume related cost advantages.

During the Term of the resulting Master Agreement from this RFP other Colleges may opt to join the JIC and as such, participate in using the Master Agreement.

The below table illustrates the types of insurance and related gross premiums for the current JIC group insurance purchasing program. The individual Colleges will have other insurance requirements specific to their needs.

**JIC Premiums and number of policies: Total during 5-Year Duration**

| Lines of Coverage   | Number of Policies | Gross Premiums (\$) |
|---|--------------------|---------------------|
| Property  | 324                | 33,539,757          |
| Excess Property   | Inc                | Inc                 |
| Boiler & Machinery  | 84                 | 1,417,610           |
| Commercial General Liability  | 84                 | 14,434,331          |
| Umbrella Liability  | 89                 | 636,768             |
| Crime and Excess Crime  | 120                | 708,850             |
| Automobile  | 104                | 519,932             |
| Garage Automobile   | 92                 | 442,433             |
| User Group  | 1,012              | 133,278             |
| Directors & Officers/Education Institution Errors & Omissions                                   | 105                | 2,119,293           |
| Excess Directors & Officers/ Education Institution Errors & Omissions                           | Inc                | Inc                 |
| Fixed Site Pollution Liability and Contractors Pollution Liability*                             | 30                 | 140,243             |
| Environmental impairment Liability*   | 10                 | 63,850              |
| Builders Risk*  | 3                  | 2,986,921           |
| Construction Wrap Up Liability and Excess Construction Wrap Up Liability*                       | 9                  | 556,987             |
| Individual Engineers & Architects Errors and Omissions  | 85                 | 53,293              |
| Media Liability   | 44                 | 300,501             |
| Cyber Liability and Excess Cyber Liability  | 87                 | 2,027,203           |
| Aircraft Hull, Aviation General Liability and Non-Owned Aviation Liability                      | 40                 | 297,435             |
| Private Aircraft/Hull   | 88                 | 2,973,378           |
| Marine Hull Liability   | 15                 | 6,606               |
| Composite Marine Package  | 9                  | 7,700               |
| UAV (Remotely Piloted Aircraft System)  | 38                 | 217,837             |
| Fine Arts and Cargo   | 8                  | 9,605               |
| Commercial Bonds  | 19                 | 3,750               |
| Confidential Coverage*  | 58                 | 86,665              |
| Excess WSIB   | 53                 | 4,693,905           |
| Business Travel Accident, Accidental Death & Dismemberment and Emergency Out of Country Medical | 32                 | 290,619             |
| Student Accident Insurance and Accidental Death & Dismemberment                                 | 85                 | 357,903             |
| Medical Malpractice   | 1                  | 173,332             |
| Excess Medical Malpractice  | 1                  | 40,976              |
| <b>Total</b>  | <b>2,329</b>       | <b>66,257,493</b>   |

An asterisk (\*) denotes the Line of Coverage is a multi-year policy.

The above information represents the policies in place as of April 1, 2024.

Gross premiums include tax and commission where applicable.

During the past twelve (12) months, approximately 5,000 certificates of insurance have been issued for the JIC Customers.

### 1.3.3 College JIC – Loss Experience

| Line of Coverage  | Number of Claims / Incidents | Losses Paid and Reserved | Premium             | Loss Ratio (%) |
|---|------------------------------|--------------------------|---------------------|----------------|
| Property  | 34 / 51                      | \$18,508,099             | \$33,539,757        | 55.1           |
| Boiler & Machinery  | 5 / 2                        | \$646,130                | \$1,417,610         | 45.5           |
| Commercial General Liability                                  | 61 / 211                     | \$2,550,031              | \$14,434,331        | 17.6           |
| Automobile  | 12 / 21                      | \$2,964,155              | \$1,419,428         | 208.8          |
| Directors & Officers/Education Institution Errors & Omissions | 39 / 41                      | \$5,846,764              | \$2,119,293         | 275.9          |
| Cyber/Tech  | 6 / 25                       | \$1,216,068              | \$2,027,203         | 60.0           |
| <b>Total</b>  | <b>157 / 351</b>             | <b>\$31,731,247</b>      | <b>\$54,957,622</b> | <b>57.7</b>    |

Losses within the above data include:

| Line of Coverage  | Losses > \$500,000 | Losses > \$2 million |
|---|--------------------|----------------------|
| Property  | 3                  | 2                    |
| Boiler & Machinery  | 1                  | -                    |
| Commercial General Liability                                  | -                  | -                    |
| Automobile  | -                  | 1                    |
| Directors & Officers/Education Institution Errors & Omissions | 1                  | 1                    |
| Cyber/Tech  | 2                  | -                    |

Please note the following:

- Claims and Incidents have also been reported under the Medical Malpractice Liability, Crime, Aviation, Garage and Site Pollution policies.
- Directors & Officers/Educational Institution Errors & Omissions losses are noted as paid only, reserves not released by the Insurer.

The above information represents the Loss Experience as of April 1, 2024.

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

### 1.3.4 JIC - Key Risk Exposures

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

- Reduced funding, Federal and Provincial regulation changes (e.g., International students);
- Remote and hybrid learning and working environments;
- Cyber Liability (e.g., increased privacy and security incidents, technology errors and omissions, artificial intelligence);



- (d) Applied Research;
- (e) Skilled Trades and Apprenticeship;
- (f) Aviation and Drone (UAV) Liability (e.g., property/hull liability, flight schools);
- (g) Errors and Omissions (e.g., Educator's Liability, Miscellaneous Errors and Omissions, Directors and Officers, Fiduciary and Employment Practices Liability);
- (h) Third-Party Facilities Users Liability (e.g., General Liability insurance for external individual or group use/rental of Customer facilities);
- (i) International Campuses, programs and recruitment (e.g., partnerships, international travel);
- (j) Student Insurance (e.g., student unions, Contents and Liability coverage, student placement insurance (where required), international travel);
- (k) Terrorism (e.g., Property and Liability); and,
- (l) Workplace Violence and Active Shooter (e.g., Crisis response and counselling coverage).

### **1.3.5 Customer Engagement**

The following JIC Customers were engaged with the development of the Deliverables set out in this RFP:

- (a) The Algonquin College of Applied Arts and Technology;
- (b) The Centennial College of Applied Arts and Technology;
- (c) The Durham College of Applied Arts and Technology;
- (d) The Georgian College of Applied Arts and Technology;
- (e) The Mohawk College of Applied Arts and Technology;
- (f) The Niagara College of Applied Arts and Technology; and,
- (g) The St. Lawrence College of Applied Arts and Technology.

See Appendix F for a list of the current JIC members.

## **1.4 Award Strategy**

OECM may, through this RFP process, enter into a Master Agreement with one (1) awarded Supplier for the provision of the Services.

The Term is intended to be for approximately five (5) years and six (6) months with an option to extend the Term on the same terms and conditions for up to three (3) additional years. Performance as set out in Appendix D – Supplier Performance Management Scorecard and, if applicable, Supplier Recognition Program evaluation results will be considered when contemplating a Master Agreement extension.

Customers participating in the Master Agreements will execute a Customer-Supplier Agreement (“CSA”) with the Supplier as attached in Appendix A – Form of Master Agreement. Prior to executing a CSA, the Customer may negotiate their unique requirements and further negotiate with the Supplier and mutually agree to additional terms and conditions (e.g., reporting), ensuring the additional terms and conditions are not in any way inconsistent with the Master Agreement agreed to by OECM and the Supplier.

The Supplier must provide a copy of every CSA to OECM within thirty (30) days of execution.

### **1.4.1 No Contract until Execution of Written Master Agreement**

This RFP process is intended to identify a Proponent for the purpose of negotiation of a potential Master Agreement. The negotiation process is further described in Part 3 – Evaluation of Proposals, Section 3.8 of this RFP.

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

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

#### **1.4.2 Customer's Usage of Master Agreements**

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

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

**Part Two**, the Second Stage Selection Process ("Second Stage") is managed by the Customer or by OECM on the Customer's behalf and is focused on the Customer's specific needs. Depending on the Customer's internal policies, and potential dollar value of the Services a Customer may:

- (a) Obtain Rates and sign a CSA; or,
- (b) Seek Rates and other relevant Service information specific to a Customer's organization (e.g., by issuing a non-binding request via a Second Stage tool (e.g., Request for Services ("RFS"), or Customer's process (e.g., directly or via an online e-tendering platform)) from the Supplier for their specific Service requirements (e.g., policies). If selected by the Customer, the Supplier shall provide the Services in accordance with the Master Agreement and in the Customer's CSA.

When a Second Stage request is issued, which does not constitute a contract A, contract B situation, it will identify the required Services or it may request the Supplier to propose appropriate Services to fulfill the Customer's requirements and any other applicable information.

The Customer may negotiate their unique requirements with the Supplier and mutually agree to additional terms and conditions ensuring the additional terms and conditions are not in any way inconsistent with the Master Agreement.

#### **1.4.3 No Guarantee of Volume of Work or Exclusivity of Master Agreement**

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

Nothing in this RFP is intended to relieve the Proponent from forming its own opinions and conclusions with respect to the matters addressed in this RFP. Volumes are an estimate only and may not be relied on by the Proponent.

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

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

### **1.5 About OECM**

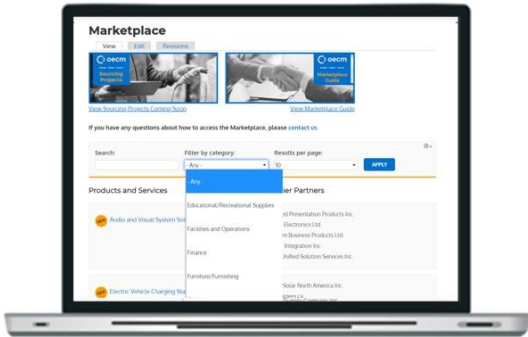
OECM is a trusted not-for-profit partner for Ontario's educational entities (e.g., school boards or authorities, Provincial and Demonstration Schools Branch with the Ontario Ministry of Education, colleges, and universities, and may also include Private Schools and Private Career Colleges), health and social service entities, hydro, Local Housing Corporations, the Legislative Assembly, Municipalities and related Service Organizations, not-for-profit organizations, Ontario Electricity Financial Corporation, Ontario Power Authority, provincially funded organizations ("PFO"), shared service organizations, utilities and local boards, and any other Ontario Broader Public Sector ("BPS") agency, Ontario Public Service ("OPS") ministry, agency, board or commission, Crown corporations, First Nations federal agencies, Indigenous Organizations and Communities, and other provincial, territorial and federal public sector entities/agencies or similar entities not mentioned here.

OECM contracts with innovative, reputable Suppliers to offer a comprehensive choice of collaboratively sourced and competitively priced products and services through its Marketplace, the goal of which is to generate significant value and savings, quality of choice and consistent service for its Customers. In addition to the Marketplace, OECM offers contract management services, procurement advisory services, business analytics, and opportunities for knowledge sharing.

Recognizing the power of collaboration, OECM is committed to fostering strong relationships with both Customers and suppliers by:

- (a) Actively sourcing products and services in an open, fair, transparent and competitive manner, compliant with BPS Procurement Directive and applicable trade agreements;
- (b) Establishing, promoting and managing product and service agreements used throughout its Customer community;
- (c) Supporting Customers' access and use of OECM agreements through analysis, reporting and the development of tools, guides, and other materials;
- (d) Effectively managing supplier contract performance while harnessing expertise and innovative ideas, to drive continuous improvements through a Supplier Relationship Management program;
- (e) Promoting OECM's Supplier Code of Conduct, based on its core values of collaboration, responsiveness, integrity, innovation, and respect, to ensure that all supplier partners adhere to a set standard when conducting business with OECM and its Customers resulting in continuous, long-term success; and,
- (f) Supporting supplier partners through a Supplier Recognition Program that aims to drive long-term performance by recognizing and motivating Suppliers to deliver continued savings, value, choice, and service to Customers.

## A Marketplace of Choice



www.oecm.ca

Marketplace

View: [Grid] [List] [Business]

If you have any questions about how to access the Marketplace, please contact us

Search: [input] Filter by category: [dropdown] Results per page: [dropdown] [Apply]

Products and Services

Supplier Partners

**84**

AGREEMENTS

**1380**

CUSTOMERS


**416**

SUPPLIERS

OECM conducts procurements that are compliant with the Broader Public Sector (BPS) Procurement Directive and the trade agreements

Refer to OECM's Marketplace Guide at <https://oecm.ca/marketplace-guide>

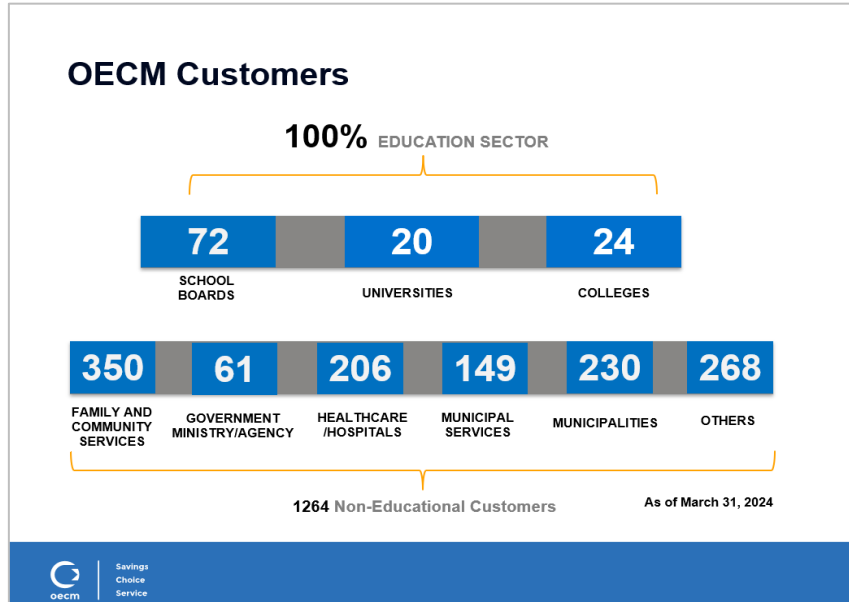
! As of March 2024



Savings  
Choice  
Service

### 1.5.1 Use of OECM Master Agreements

As of March 2024, over thirteen hundred (1,300) Customers were using one (1) or more OECM agreements with a cumulative spend of more than four (4) billion dollars.



More information about OECM is available on our website - <http://www.oecm.ca/>.

**1.5.2 The Ontario Broader Public Sector Procurement Directive**

OECM, and the BPS Customers they service, follow the Ontario BPS Procurement Directive. The directive sets out rules for designated BPS entities on the purchase of goods and services using public funds.

The Procurement Directive is available here [Broader Public Sector Procurement Directive \(ontario.ca\)](http://www.ontario.ca/bps).

**1.5.3 Trade Agreements**

OECM procurements are undertaken within the scope of Chapter 5 of the Canadian Free Trade Agreement (“CFTA”), Chapter 19 of the Comprehensive Economic and Trade Agreement (“CETA”), and within the scope of the Trade and Cooperation Agreement between Quebec and Ontario and are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP. For more information, refer to the Section 4.6.11.

[End of Part 1]

## PART 1A – RULES OF INTERPRETATION AND DEFINITIONS

### 1A.1 Rules of Interpretation

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

- (a) 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;
- (b) Words in the RFP shall bear their natural meaning;
- (c) 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”;
- (d) 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;
- (e) Unless otherwise indicated, time periods will be strictly applied; and,
- (f) The following terminology applies in the RFP:
  - i. The terms “must” and “shall” relate to a requirement the Supplier will be obligated to fulfil. Whenever the terms “must” or “shall” are used in relation to OECM or the Supplier, such terms shall be construed and interpreted as synonymous and shall be construed to read “OECM shall” or the “Supplier shall”, as the case may be;
  - ii. The term “should” relates to a requirement that OECM would like the Supplier to fulfil; and,
  - iii. The term “will” describes a procedure that is intended to be followed.

### 1A.2 Definitions

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

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

**“Broader Public Sector”** or **“BPS”** means:

- (a) every hospital (i.e., public hospital, private hospital that received public funds in the previous fiscal year of the Government of Ontario, a community health facility within the meaning of the Oversight of Health Facilities and Devices Act that was formerly licensed under the Private Hospitals Act and that received public funds in the previous fiscal year of the Government of Ontario, and the University of Ottawa Heart Institute);
- (b) every school board,
- (c) every university in Ontario;
- (d) every college of applied arts and technology and post-secondary institution;
- (e) every agency designated as a children’s aid society under subsection 34 (1) of Part III of the *Child, Youth and Family Services Act, 2017*;
- (f) every corporation controlled by one (1) 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 organizations;

- (g) 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,
- (h) every organization that is prescribed for the purposes of this definition;

See <https://www.ontario.ca/page/broader-public-sector-accountability>;

See <https://www.ontario.ca/page/find-school-board-or-school-authority>; and,

See <https://www.ontario.ca/page/go-college-or-university-ontario>;

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

**“Closing Date”** means the Proposal submission date and time as set out in OTP and in Section 4.1.1 and may be amended from time to time in accordance with the terms of this RFP;

**“Commercial Envelope”** means an area in OTP where the Proponent would upload its completed Commercial Response;

**“Commercial Response”** means the Rates the Proponent uploads to OTP within Appendix B – Commercial Response as part of the Commercial Envelope;

**“Confidential Information”** means confidential information of OECM and/or any Customer (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, and includes all information concerning the business or affairs of the party or its directors, governors, trustees, officers or employees that is of a confidential nature, which information if in written or other tangible form, is clearly designated as confidential, or if disclosed orally, is designated as confidential in a written memorandum delivered by the disclosing party promptly following such disclosure. For the purposes of greater certainty, Confidential Information shall:

- (a) Include:(i) all new information derived at any time from any such Confidential Information whether created by OECM, the Customer, the Proponent or any third-party; (ii) all information (including Personal Information) that OECM or the Customer is obliged, or has the discretion, not to disclose under provincial or federal legislation; and, (iii) pricing under this RFP;
- (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the disclosing party of any duty of confidentiality owed by it hereunder; (ii) the disclosing party can demonstrate to have been rightfully obtained it, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the disclosing party free of any obligation of confidence; (iii) the disclosing party can demonstrate to have been rightfully known to or in the possession of it at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the disclosing party; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

**“Conflict of Interest”** includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to (i) having or having access to information in the preparation of its Proposal that is confidential to OECM and not available to other respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process; or (iii) engaging in conduct that compromises or could reasonably be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or,
- (b) in relation to the performance of its contractual obligations in an OECM contract, the Proponent’s other commitments, relationships or financial interests (i) could or could reasonably be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could reasonably be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

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

**“Cost Recovery Fee”** or **“CRF”** means a fee, which contributes to the recovery of OECM’s operating costs as a not-for-profit/non share capital corporation, which is based on the before tax amount invoiced by the Supplier to Customers for Deliverables acquired through OECM’s competitively sourced agreements. Once Customer-Supplier Agreements have been executed, this fee is remitted by the Supplier to OECM on a quarterly basis;

**“Customer”** means an organization such as educational entities (e.g., school boards or authorities, Provincial and Demonstration Schools Branch with the Ontario Ministry of Education, colleges, and universities, and may also include Private Schools and Private Career Colleges), health and social service entities, hydro, Local Housing Corporations, the Legislative Assembly, Municipalities and related Service Organizations, not-for-profit organizations, Ontario Electricity Financial Corporation, Ontario Power Authority, provincially funded organizations (“PFO”), shared service organizations, utilities and local boards, and any other Ontario Broader Public Sector (“BPS”) agency, Ontario Public Service (“OPS”) ministry, agency, board or commission, Crown corporations, First Nations federal agencies, Indigenous Organizations and Communities, and other provincial, territorial and federal public sector entities/agencies or similar entities not mentioned here;

**“Customer-Supplier Agreement”** or **“CSA”** means a schedule attached to the Master Agreement, which is executed between Customers and a Supplier for the provision of any Deliverables in this RFP specific to their organization;

**“Deliverable”** means all Services to be provided or performed by the Supplier, under the Master Agreement, and includes everything that is necessary to be supplied, provided or delivered by the Supplier within scope of the resulting Master Agreement;

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

**“Joint Insurance Committee”** or **“JIC”** means a committee of publicly assisted Ontario Colleges formed for the purpose of collaboratively procuring and managing insurance brokerage services and insurance programs for its member Colleges;

**“Local Housing Corporation”** means a local housing corporation as defined in the *Housing Services Act, 2011, S.O. 2011, c. 6, Sched. 1*;

**“Master Agreement”** or **“Agreement”** means the agreement to be made between the Preferred Proponent and OECM based on the template attached as Appendix A – Form of Master Agreement with negotiated changes, 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;

**“Municipalities”** means municipalities in Ontario under the *Municipal Act*, the *City of Toronto Act* (for the City of Toronto), *District Municipality of Muskoka Act* (for the District of Muskoka), *Regional Municipalities Act* (for the regional municipalities of Durham, Halton, Niagara, Peel, Waterloo and York), every local board in Ontario as defined in the *Municipal Affairs Act and the Municipal Act* ([List of Ontario municipalities | Ontario.ca](#)) and related Service Organizations;

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

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

**“Ontario Public Service”** or **“OPS”** means Ontario Public Service entities, the ministries and other administrative units of Ontario over which ministers of Ontario preside (including their agencies, boards, commissions, and Crown corporations);

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

**“Personal Information”** has the same definition as in subsection 2(1) of FIPPA and in subsection 2(1) of MFIPPA, that is, recorded information about an identifiable individual or that may identify an individual and includes all such information obtained by the Proponent from OECM or the Customer or created by the Proponent pursuant to the RFP;

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

**“Preferred Proponent”** means the Proponent that is invited into negotiations in accordance with the evaluation process set out in this RFP;

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

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

**“Qualification Envelope”** means an area in OTP where the Proponent would complete its Qualification Response;

**“Qualification Response”** means the information the Proponent is required to submit within OTP as part of the Qualification Envelope;

**“Rates”** means the maximum prices, in Canadian funds, for the Services as set out in the Proponent’s submitted Appendix B - Commercial Response;

**“Request for Proposals”** or **“RFP”** means this Request for Proposals #2024-450 issued by OECM, including all appendices and addenda thereto;

**“Second Stage Selection Process”** or **“Second Stage”** means a request from the Supplier via a Second Stage tool (e.g., Request for Services (“RFS”), or Customer’s process (e.g., directly or via an online e-tendering platform) from a Customer or from OECM on behalf of a Customer, seeking Rates and relevant Services specific to a Customer’s organization;

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

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

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

**“Technical Envelope”** means an area in OTP where the Proponent would complete its Technical Response;

**“Technical Response”** means the information, which will be evaluated and scored, the Proponent submits within OTP as part of the Technical Envelope;

**“Term”** has the meaning set out in Section 1.4 of this RFP; and,

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

[End of Part 1A]



## PART 2 – THE DELIVERABLES

This Part of the RFP describes the Insurance Broker Service Deliverables which will be incorporated into the final Master Agreement.

OECM requires that the Proponent has a clear and comprehensive understanding of the RFP requirements (i.e., Part 2 – The Deliverables).

The Supplier shall provide all RFP Deliverables.

### 2.1 Description of Deliverables

The Supplier shall provide a broad range of Insurance Broker Services including, but not limited to:

- (a) Account Management and Day-to- Day Administration;
- (b) Insurance Program (e.g., Life Cycle);
- (c) Claims Management and Claims Advocacy;
- (d) Risk Management;
- (e) Monitoring of Current and Future Trends Analysis;
- (f) Reporting/Dashboard (e.g., Customer software platform); and,
- (g) Other Services (e.g., Cyber Incident Response Support).

#### 2.1.1 Account Management and Day to Day Administrative Services

The Supplier shall provide Account Management and Day-to-Day Administrative Services including, but not limited to:

- (a) Providing an experienced dedicated and responsive team led by an experienced professional and knowledgeable account executive;
- (b) Providing requested information and documentation on a timely basis while keeping the Customer apprised of all new developments and changes in the insurance industry which may impact their insurance risk management needs;
- (c) Participating and providing appropriate resources to attend agreed upon regular meetings, to effectively prepare for and manage the annual insurance renewal process for all its policies of insurance; and,
- (d) Acknowledging/responding to inquiries within one (1) Business Day.

The JIC will require the Supplier's account team to meet on a regular basis, and as required, to discuss issues that may arise from time to time which could impact their insurance and risk management programs.

#### 2.1.2 Insurance Program (Life Cycle) Services

The Supplier shall provide comprehensive Insurance Program Life Cycle Services (e.g., renewal strategy, planning, renewal, program administration, performance review) including, but not limited to:

- (a) Conducting a complete and comprehensive policy review and interpretation of the Customers business strategy, risk profile, financial, and operational objectives;
- (b) Providing analytics and recommended solutions that integrate claims and risk control solutions which cover a twelve (12) to twenty-four (24) month planning cycle;

- (c) Conducting a cost-benefit analysis and identify new or emerging risk issues (including policy placement recommendations, changes/updates) within the Customer's acceptable time limits;
- (e) Preparing proposals and provide copies for review and acceptance by the Customer;
- (f) Reviewing of insurance market conditions in terms of insurer capacity, pricing, and the opportunities for enhancement of existing coverage, as well as new coverage considerations;
- (g) Identifying any gaps in insurance coverage on an ongoing basis and provide solutions to close those gaps;
- (h) Benchmarking the Customer's insurance program against peers, as appropriate;
- (i) Providing firm Rates to the Customer, including confirmation of any enhanced or contingent profit commissions or overrides received from any insurer;
- (j) Identifying reputable and suitable insurers with an interest in insuring the Customer's portfolio in compliance with applicable Ministry requirements (i.e., Ministry of Colleges and Universities, Ministry of Labour, Immigration, Training and Skills Development requirement of having a rating of B+ or greater);
- (k) Providing deductible studies to determine the appropriate level of deductible for each class of insurance, in relation to the Customer's appetite for risk, and the corresponding premium credits available;
- (l) Reviewing and providing the financial ratings of all proposed insurers;
- (m) Providing timely issuance and review of all insurance documents (e.g., policies, binders, cover notes, certificates of insurance and auto liability slips) and others while ensuring that the terms, conditions and other relevant information is accurate;
- (n) Seeking approval from the Customer prior to binding renewal coverage;
- (o) Providing prompt issuance of all necessary certificates of insurance in accordance with instructions from the Customer;
- (p) Preparing annual stewardship report (e.g., the goals, objectives, activities and accomplishments achieved during the renewal process);
- (q) Providing an annual summary report of insurance outlining all relevant policy information; and,
- (r) Preparing and circulating meeting minutes as applicable for the Customer.

### **2.1.3 Claims Management and Claims Advocacy Services**

The Supplier shall provide Claims Management and Claims Advocacy Services including, but not limited to:

- (a) Meeting on a quarterly basis with the JIC, reviewing loss run reports for accuracy and for confirmation of the breakdown of claims costs between indemnities, legal expenses and adjusting expenses and request them from insurers;
- (b) Monitoring and identifying claims trends, frequencies, link between claims and risk control and share with the Customer to introduce appropriate risk control measures to reduce the overall cost of risk;
- (c) Tracking claims and adjusting costs, as each JIC Customer, as applicable, will pay costs for claims below the deductible, including any adjusting expenses;
- (d) Providing end to end claims management support (e.g., assistance with reporting new incidents/claims, resolving claims and the oversight and management of open claims);
- (e) Providing claims handling/reporting procedures (e.g., development and implementation of internal claims handling procedures);

- (f) Assisting with maintaining and updating the Construction Occupancy, Protection, and Exposure (“COPE”) information for the Customers locations; and,
- (g) Providing incident and claims reporting and tracking system and associated training to inform Customers of the insights needed to manage risks effectively and gain the most from the tool (e.g., dashboards and reporting).

The Supplier shall allow all Service requirements to be reviewed (e.g., either in-house or through contracted third-party firm) to support risk and claims management efforts (excluding adjuster services).

#### **2.1.4 Risk Management Services**

The Supplier shall, provide Risk Management Services, including but not limited to:

- (a) Providing a systemic, comprehensive risk identification, assessment, prioritizing and mitigation process review of insurance needs to understand the Customers uncertainties and potential risks;
- (b) Ensuring there is a process for on-going assessment and communication;
- (c) Providing risk financing strategies (e.g., techniques) to assist the Customer in managing risk choosing the least costly risk and ensuring the Customers risks are reduced and are managed appropriately;
- (d) Providing training and education (e.g., webinars, white papers) as appropriate, of new risks and exposures encountered by the Customer and assessing the current risk exposures facing the Customer;
- (f) Providing risk control methods and expertise to assist the Customer in evaluating potential losses and take action (e.g., avoidance, loss prevention, loss reduction) to reduce or eliminate risks;
- (g) Providing liability and insurance reviews of Customer’s contracts as required;
- (h) Providing support for ensuring property and liability risk control inspections (e.g., engineering) are carried out at Customer’s identified locations; tracking of recommendations to resolution, and ensure that the information remains with the Customer; and,
- (i) Providing risk control Services as required on a specific project basis (e.g., new initiative).

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

The Supplier will ensure that it stays current on issues including, but not limited to:

- (a) Insurer capacity, new insurance products, alternative risk financing and financial strength of insurers;
- (b) Changes in the insurance market and impact on future premiums (e.g., hard vs soft market); and,
- (c) Trends in risks relevant to the Customers industry that may have an impact on the Customers risk exposure and insurance program.

#### **2.1.6 Reporting/Dashboard Services**

The Supplier shall provide Reporting/Dashboard Services including, but not limited to:

- (a) Providing a comprehensive and innovative software system that is interactive and is a centralized location for Customers to have access to and retrieve real-time data (e.g., claims, trends; policies, vehicles, properties);
- (b) Providing training to Customers as appropriate to effectively utilize dashboard services (e.g., creating customizable reports); and,

- (c) Providing regular reports customized and agreed upon to meet the needs of the Customer at no additional cost; (e.g., JIC monthly meetings).

### **2.1.7 Other Services**

The Supplier may provide other Services at a Rate mutually agreed upon between the Supplier and Customer related to Insurance Broker Services, such as:

- (a) Cyber advisory; and,
- (b) Privacy advisory.

## **2.2 Disaster Recovery and Business Continuity**

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

## **2.3 Licences, Permits, Right to Use and Approvals**

The Supplier shall obtain all licences, permits, right to use and approvals required in connection with the supply of the Services and provide them at Customer and OECM request. The costs of obtaining such licences, permits, 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 Law to hold or obtain any such licence, permit, right to use and approval to carry on an activity contemplated in its Proposal or in the Master Agreement, neither acceptance of the Proposal nor execution of the Master Agreement by OECM shall be considered an approval by OECM for the Supplier to carry on such activity without the requisite licence, right to use or approval.

## **2.4 Environmental, Social, and Governance**

The Supplier shall possess and provide information, if requested by OECM or the Customer, related to its robust Environmental, Social and Governance (“ESG”) business framework.

The Supplier shall collaborate and support the Customer to align with their ESG framework as it relates to currently available ESG processes, products/equipment, technologies and/or sustainable initiatives.

Wherever practical and without compromising quality, Suppliers are to promote:

- (a) Environmental design principles as required by the Customer (e.g., environmental sustainability, data security and privacy, lean construction practices, waste management, decarbonization, indoor air quality, comfort);
- (b) Sustainable social design principles as required by the Customer (e.g., social equity and equality, diversity, inclusive, accessibility, economic, and cultural impacts that achieve overarching Customer goals that helps shape healthy, diverse and inclusive environments); and,
- (c) Governance practices to enhance positive impact to the Customer (e.g., corporate oversight, risk management, staff retention and management, and leadership).

The Supplier should keep OECM and Customers informed about social procurement processes.

Throughout the Term of the Master Agreement, OECM and/or the Customer may consult with the Supplier to assess ESG commitments.

## **2.5 Financial Administration Act Section 28**

In accordance with the requirements of the *Financial Administration Act* (“FAA”), notwithstanding anything else in the CSA, or in any other agreement between the Customer and the Supplier executed to carry out the Services provided for herein, the remedies, recourse or rights of the Supplier shall be limited to the Customer and to the right, title and interest owned by the Customer in and to all of its real or personal property, whether now existing or hereinafter arising or acquired from time to time. The Supplier unconditionally and irrevocably waives and releases all other claims, remedies, recourse or rights against the Crown in right of Ontario in respect of the CSA, and agrees that it shall have no remedies, recourse or rights in respect of the CSA against

the Crown in right of Ontario, any Ontario Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or representative of a Crown agency or a corporation in which the Crown holds a majority of the shares or appoints a majority of the directors or members, other than against the Customer and its assets.

If the Supplier and the Customer agree that a CSA is exempt from the application of subsection 28(1) of the *Financial Administration Act* pursuant to Ontario Regulation 376/18: Section 28 Exemptions – Colleges, the Customer represents and warrants that the CSA (i) complies with all applicable policies of the Customer; (ii) complies with all applicable laws and Ontario government directives applicable to it; and, (iii) relates to activities of the Customer that are permitted under its objects and that are undertaken within Canada. The Supplier represents and warrants that the CSA complies with all Applicable Laws and Ontario government directives applicable to it.

## 2.6 Invoicing

Flexibility in invoicing processes is required. The Customer and Supplier can mutually agree to invoicing details when executing a CSA.

The invoices, in either paper or electronic format, as detailed in the Customer's CSA shall be itemized and contain, at a minimum, the following information:

- (a) Customer name and location;
- (b) Customer purchase order number (if applicable) and order date;
- (c) Description of Services provided and Rates; and,
- (d) Harmonized Sales Tax ("HST") and total cost.

### 2.6.1 Payment Terms and Methods

The Customer's common payment terms are net thirty (30) days.

The Supplier shall accept payment from Customers by cheque, or Electronic Funds Transfer ("EFT") at no additional cost to the Customer.

Different payment terms may be agreed to when executing a CSA (e.g., 2%/10 early payment discount for Customers).

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

## 2.7 Rates

There will be two (2) types of Rates (i.e., JIC Fixed Fee Rate, Commission Percentage Rate) as follows:

The Supplier's proposed JIC maximum fixed fee Service Rate for existing Lines of Coverage shall be applicable to the Master Agreement resulting from this RFP.

The Supplier's proposed maximum commission percentage Rate shall be less than or equal to than the industry standard commission percentage Rates on Lines of Coverage for the policy term in which it is placed (e.g., JIC ancillary Services, new initial insurance placement outside of JIC group policies). The final commission percentage Rate will be mutually agreed upon between the Supplier and Customer when finalizing the CSA or when Services are purchased during the CSA term. The Supplier shall provide supporting document to support the commission percentage Rate charged.

Rate shall be:

- (a) In Canadian funds and shall include all applicable costs, including, but not limited to overhead, materials, fuel, fuel surcharge, duties, tariffs, travel and carriage, delivery, office support, profit, permits, licences, labour, and Workplace Safety Insurance Board costs and all other overhead, office support, profit, licenses including any fees or other charges required by law; and,
- (b) Exclusive of the Harmonized Sales Tax ("HST"), or other similar taxes.

The Customer and Supplier will mutually agree on Rates (e.g., non JIC group rates) and the process and timing for refreshing those Rates based on the Customer's Service needs. However, the Rates for Ontario Customers, shall not exceed the Master Agreement Rates.

### **2.7.1 Incentives for Customers**

Where feasible, the Supplier should offer incentives to Customers to promote additional cost savings resulting from better operational efficiencies that may including, but not limited to:

- (a) Complementary risk control, cyber and privacy advisory hours;
- (b) Interns/co-op opportunities for College students;
- (c) Discounts through third-party partnerships; and,
- (d) Memberships to education and information resources.

In consultation with OECM, the Customer may negotiate specific details related to one (1) or more financial incentives.

The financial incentives the Supplier and Customer agree to shall be incorporated into the CSA and reviewed and adjusted (e.g., annually) as required and reported to OECM as part of the sales reporting.

The financial incentive to Customers can be reviewed and adjusted annually as required.

### **2.7.2 Travel Expenses**

The Supplier must obtain prior approval from the Customer for costs incurred as a result of accommodation or travel associated with a particular work assignment. These costs must be charged in accordance with the Customer's travel policy, as may be amended from time to time. Suppliers may obtain applicable rates from the Customer. All such pre-approved costs, where applicable, must be itemized separately on invoices.

Customers shall not be responsible for any meal, hospitality, or incidental expenses incurred by the Supplier, whether incurred while travelling or otherwise including,

- (a) Meals, snacks and beverages;
- (b) Gratuities;
- (c) Laundry or dry cleaning;
- (d) Valet services;
- (e) Dependent care;
- (f) Home management; and,
- (g) Personal telephone calls.

### **2.7.3 OECM Cost Recovery Fee**

As a not-for-profit/non-share capital corporation, OECM recovers its operating costs from its agreements through a Cost Recovery Fee ("CRF"). CRFs from the resulting Master Agreement from this RFP and other OECM agreements are structured to support OECM's financial model, while providing savings to Customers.

The Supplier shall pay to OECM a maximum CRF of two percent (2%) on all Services invoiced by the Supplier to the Customers throughout the Term.

CRF will be calculated as follows:

| <b>EXAMPLE OF HOW CRF WILL BE CALCULATED WITH A CRF = 2%</b>                    |                    |            |            |                                  |
|---|--------------------|------------|------------|----------------------------------|
| <b>Sales per Quarter</b>  | <b>Calculation</b> | <b>CRF</b> | <b>HST</b> | <b>Total CRF Payment to OECM</b> |
| If Supplier has \$100,000 total sales in first quarter                          | \$100,000 x 2% CRF | \$2,000    | \$260      | \$2,260                          |
| If Supplier has \$200,000 total sales in second quarter                         | \$200,000 x 2% CRF | \$4,000    | \$520      | \$4,520                          |
| If Supplier has \$50,000 total sales in third quarter                           | \$50,000 x 2% CRF  | \$1,000    | \$130      | \$1,130                          |
| If Supplier has \$150,000 total sales in fourth quarter                         | \$150,000 x 2% CRF | \$3,000    | \$390      | \$3,390                          |
| <b>Total CRF Payment to OECM for <u>first year of the Master Agreement</u>:</b> |                    |            |            | <b>\$11,820</b>                  |

The CRF and applicable HST shall be paid to OECM quarterly, via EFT, by May 15, August 15, November 15 and February 15 throughout the Term as follows:

| <b>Calendar Quarter</b> | <b>Months</b>               | <b>CRF Payment Due Date</b> |
|-------------------------|-----------------------------|-----------------------------|
| 1st Quarter             | January, February, March    | May 15                      |
| 2nd Quarter             | April, May, June            | August 15                   |
| 3rd Quarter             | July, August, September     | November 15                 |
| 4th Quarter             | October, November, December | February 15                 |

The CRF will be reviewed (e.g., annually) and may, at OECM's sole discretion, be adjusted downwards for remaining Term.

The Supplier shall be responsible for paying interest, as specified in Article 4.08 of the Master Agreement, for late CRF payments.

Upon termination or expiry of the Master Agreement, the Supplier will submit all outstanding CRF payments within thirty (30) days of the Master Agreement termination or expiry date.

## **2.8 Supplier Support to Customers**

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

- (a) Providing a responsive account executive (with applicable back-up) assigned to the Customer to support their needs by providing day-to-day and ongoing administrative support, and operational support;
- (b) Managing issue resolution in a timely manner;
- (c) Complying with agreed upon escalation processes to resolve outstanding issues;
- (d) Responding to Customer's inquiries (e.g., to day-to-day activities) within one (1) Business Day;
- (e) Ensuring minimal disruption to the Customer;
- (f) Providing easy access to the Supplier (e.g., online, toll free telephone number, email, voicemail, chat or fax);

- (g) Providing training/demonstrations, knowledge transfer, and no-cost educational events (e.g., webinars), if available;
- (h) Establishing an ongoing communications program with the Customer (e.g., new initiatives, innovation, sustainability);
- (i) Adhering to the Customer's confidentiality and privacy policies (e.g., related to student's private information);
- (j) Providing written notice to Customers on any scheduled shut down that would impact services (e.g., inventory count, relocation of warehouse, website maintenance);
- (k) Providing Customer reporting;
- (l) Providing ongoing customer support and training on the Supplier's software system; and,
- (m) Attending meetings with Customers, as requested.

### **2.8.1 Transition Support**

The Supplier should, at no additional cost, provide Customers transition support (e.g., providing historical data and records from the Customer's current agreement) with minimal service disruption.

## **2.9 Supplier Management Support to OECM**

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

- (a) Assigning to OECM a Supplier Account Executive and team responsible for supporting and overseeing all aspects of the Master Agreement;
- (b) Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- (c) Promoting the Master Agreement within the Customer community;
- (d) Maintaining OECM's and Customer's confidentiality by not disclosing Confidential Information without the prior written consent of OECM and/or the Customer, as the case may be, as further described in Appendix A – Form of Master Agreement;
- (e) Attending business review meetings with OECM to review such information as:
  - i. CSAs and upcoming opportunities; and,
  - ii. Review and monitor performance management compliance;
- (f) Complying with Appendix E – OECM's Supplier Code of Conduct requirements as described on the OECM website at <https://oecm.ca/suppliers/#code-of-conduct>;
- (g) Managing issue resolution in a timely manner;
- (h) Complying with agreed upon escalation processes to resolve outstanding issues;
- (i) Timely submission of reports as described in Appendix C – Supplier Reporting Requirements; and,
- (j) Complying with Master Agreement close out processes (e.g., ensuring all Master Agreement obligations have been fulfilled, such as submission of final reporting and CRF payments to OECM).

### **2.9.1 Master Agreement Award and Launch**

The Supplier will meet with OECM to discuss an effective launch strategy, and shall provide:

- (a) Supplier's profile and logo;
- (b) Supplier's contact information;



- (c) Customer engagement strategy;
- (d) Access to knowledge sharing materials (e.g., webinars);
- (e) Marketing materials; and,
- (f) Other relevant materials.

### **2.9.2 Promoting OECM Master Agreements**

To support Customers, OECM and the Supplier will work together to encourage the use of the Master Agreement resulting from this RFP.

The Supplier will actively promote the Master Agreement to Customers which may include, but not be limited to:

- (a) Conducting sales and marketing activities directly to onboard Customers;
- (b) Executing CSAs with interested Customers;
- (c) Providing excellent and responsive Customer support;
- (d) Gathering and maintaining Customer and market intelligence, including contact information;
- (e) Identifying Customer savings; and,
- (f) Identifying improvement opportunities (e.g., new Services),

OECM will promote the use of the Master Agreement with Customers which may include, but not be limited to:

- (a) Using online communication tools to inform and educate;
- (b) Holding information sessions and webinars, as required;
- (c) Attending, where appropriate, Customer and Supplier events;
- (d) Facilitating CSA execution, where appropriate;
- (e) Facilitating Second Stage requests, as required;
- (f) Providing effective business relationship management;
- (g) Managing and monitoring Supplier performance;
- (h) Facilitating issue resolution; and,
- (i) Marketing Supplier promotions.

### **2.9.3 Supplier Performance Management Scorecard**

To ensure Master Agreement requirements are met, the Supplier's performance will be measured and tracked by OECM as described in Appendix D – Supplier Performance Management Scorecard.

### **2.9.4 Rate Refresh**

The proposed Service Fixed Fee Rates for the participating JIC Customers shall be firm maximum Rates for the first three (3) years of the Master Agreement and may be adjusted for the fourth and fifth years, on the anniversary date of the Master Agreement, with a maximum increase that is equal to or less than the then current Statistics Canada published CPI.

The Supplier shall provide a written notice with supporting documentation to OECM at least nine (9) months days prior to the Master Agreements' applicable anniversary date if requesting a Rate refresh.

As part of any review OECM will consider Rate adjustments that reflect changes in operation, adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, and fluctuations in foreign exchange rates as published by the Bank of Canada, tariffs, or ordinances. Any Rate refresh request from a Supplier must be accompanied by supporting documentation (e.g., detailed calculations and Customer impact analysis) to support any Rate adjustment. OECM may use a third-party index (e.g., CPI) in its Rates review. OECM will not consider any fixed costs or overhead adjustments in its review.

Volumes and Supplier performance (i.e., Supplier Performance Management Scorecard and/or Supplier Recognition Program evaluation results) will be considered when contemplating a Rate refresh.

If a proposed Rate refresh was agreed upon between OECM and the Supplier, the new Rates would only be applicable to Services ordered after the effective date of the new Rates. The effective date of the Rate change must allow Customers a minimum of ninety (90) days' prior notice from OECM. If, however, a proposed Rate increase is not accepted by OECM the Master Agreement may be terminated within one-hundred and twenty (120) days unless the Supplier agrees to withdraw its request for a Rate increase and continue the provision of the Services at the existing agreed upon Rates.

If a Rate refresh is not requested, the existing Rates shall remain in effect until the next Rate refresh opportunity.

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

Based on above, the Master Agreement will be amended, if needed.

#### **2.9.5 Process to Add Other Services**

During the Term, the Supplier may request adding other Insurance Broker Services (e.g., newly available Services) to the Master Agreement to align with Customers' needs. OECM will review and assess the request and may accept or reject based on Services in the current Master Agreement and Customers' needs.

Additional Service requests from the Supplier must be accompanied by appropriate documentation (e.g., rationale for the addition, proposed Rates).

Volumes and Supplier's performance (i.e., as described in Appendix D – Supplier Performance Management Scorecard and/or Supplier Recognition Program evaluation results) will be considered when contemplating adding Services. In the event the Supplier's performance is poor and/or unacceptable, OECM may not agree to the Supplier's Service refresh request. All other Services shall remain unchanged.

Rates, for newly added Service will be negotiated at the time of the request.

Based on above, the Master Agreement will be amended, if needed.

#### **2.9.6 Saving Calculation**

OECM tracks, validates, and reports on savings on all of its agreements. Collaborative procurement processes enables several types of savings including direct and indirect savings (e.g., process improvement, lead time reduction, standardization, economies of scale, cost avoidance).

The Supplier shall report Customer savings (e.g., Master Agreement Rate versus Rate invoiced to Customer, cost avoidance and/or other savings).

#### **2.9.7 OECM's Supplier Recognition Program**

OECM's suppliers play a fundamental role in ensuring Customers' needs are met with consistent and exceptional service. As part of OECM's efforts to provide greater value to Customers and support their Supplier selection process across OECM agreements, OECM has a Supplier Recognition Program ("SRP"). Through the SRP, OECM objectively assesses supplier's performance using an open, fair and transparent framework to recognize and reward top-performing Suppliers on an annual basis.

Further details will be provided to the Suppliers.

**2.9.8 Reporting to OECM**

The Supplier shall be responsible for providing reports as further described in Appendix C – Supplier Reporting Requirements.

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

[End of Part 2]

## PART 3 – EVALUATION OF PROPOSALS

### 3.1 Stages of Proposal Evaluation

OECM will conduct the evaluation of Proposals in the following stages:

| Stage      | Description                   | Refer to RFP Section | Scoring Methodology and Maximum Points (if applicable) | Minimum Threshold Requirement (if any) |
|------------|-------------------------------|----------------------|--|--|
| Stage I    | Qualification Response        | 3.2                  | Pass/Fail  | Pass                                   |
| Stage II   | Technical Response            | 3.3                  | 250  | 175                                    |
| Stage III  | Presentation                  | 3.4                  | 200  | 140                                    |
| Stage IV   | Commercial Response           | 3.5                  | 150  | Not Applicable                         |
| Stage V    | Cumulative Score              | 3.6                  | 600  | Not Applicable                         |
| Stage VI   | Tie Break Process             | 3.7                  | Not Applicable   | Not Applicable                         |
| Stage VII  | Negotiations                  | 3.8                  | Not Applicable   | Not Applicable                         |
| Stage VIII | Master Agreement Finalization | 3.9                  | Not Applicable   | Not Applicable                         |

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

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

The Proponent **must** complete and submit the following forms to qualify and proceed to the next stage of evaluation.

| Title   | OTP Envelope  |
|---|---------------|
| Qualification Response  | Qualification |
| Appendix B – Commercial Response (in Microsoft Excel format only) | Commercial    |

If the Proponent fails to insert information contained in the above forms, OECM may provide an opportunity to rectify such deficiency within a period of two (2) Business Days from notification thereof. Only Proponents satisfying the identified deficiencies within allotted time will proceed to Stage II.

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

### 3.3 Stage II – Technical Response

Stage II will consist of an evaluation and scoring of the Technical Response of each Eligible Proposal.

The Technical Response includes a series of questions the Proponent is required to respond to in order to demonstrate the Proponent's ability to fulfill the RFP Deliverables. Only information contained within the Technical Response will be evaluated in Stage II.

Only Proposals that meet or exceed the minimum thresholds will receive a **pass** in this stage and proceed to Stage III of the evaluation process.

Point allocations for the Technical Response sections are as follows:

| Technical Response Sections                        | Available Points | Minimum Threshold |
|--|------------------|-------------------|
| 1. Proponent's Experience and Qualifications       | 55               | 38.5              |
| 2. Proponent's Approach and Methodology            | 105              | 73.5              |
| 3. Proponent's Customer Support/Account Management | 90               | 63                |
| <b>TOTAL POINTS:</b>                               | <b>250</b>       | <b>175</b>        |

Detailed sub-point allocations and minimum thresholds are set out in the Technical Response on OTP.

In the case that contradictory information or information that contains conditional statements is provided, OECM will determine whether the response complies with the requirements and may seek clarification from the Proponent.

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

Stage II resulting scores per Proposal will be used when determining the cumulative score as described below in Section 3.6.

### 3.4 Stage III – Presentation

Proponents with the highest scoring Proposals may be invited to attend a presentation session.

It is anticipated that the presentation will occur via Microsoft Teams. The Proponent should ensure its key resources are available to attend the presentation.

OECM will send a notice and further details to the Proponent being invited at least three (3) Business Days and not more than ten (10) Business Days in advance of the proposed date and time for the presentation. If the Proponent is unable to conduct the presentation at the proposed date and time, OECM will use reasonable efforts to: (i) find a mutually agreeable time on the date proposed by OECM; and, (ii) if OECM and Proponent are unable to do so, find a mutually agreeable time on a day prior to the date originally proposed by OECM.

Proponents may be required to answer questions during the presentation. There may be a time restriction to the question-and-answer period.

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

#### 3.4.1 Content

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

- (a) Exhibiting the capabilities of its Insurance Broker Services;
- (b) Implementation plan; and,
- (c) Exhibit how its Insurance Broker Services offering brings value and savings to OECM Customers.

Stage III resulting scores per Proposal will be used when determining the cumulative score as described below in Section 3.6.

### 3.5 Stage IV – Commercial Response

The Proponent **must** complete and upload Appendix B – Commercial Response, in Microsoft Excel format only, into the OTP Commercial Envelope for this stage of evaluation.

Upon the completion of Stage III of the evaluation, the Commercial Response will be opened for all Eligible Proposals.

Point allocations for the Commercial Response sections are as follows:

| Commercial Response Sections          | Available Points |
|---------------------------------------|------------------|
| 1. Maximum Fixed Fee for JIC Services | 150              |
| <b>TOTAL POINTS:</b>                  |                  |

Detailed sub-point allocations are set out in Appendix B – Commercial Response on OTP.

Rates will be evaluated using a relative formula. See example below:

| <b>EXAMPLE<br/>COMMERCIAL RESPONSE EVALUATION FOR JIC FIXED FEE SERVICES</b>                              |                                      |                  |
|---|--------------------------------------|------------------|
| Proposed Rates  | Calculation                          | Resulting Points |
| If Proponent 1 proposes the lowest Rate of \$100.00, it would receive 100% of the points allocated.       | $\$100 \div \$100 \times 150$ Points | 150              |
| If Proponent 2 proposes the second lowest Rate of \$200.00, it would receive 50% of the points allocated. | $\$100 \div \$200 \times 150$ Points | 75               |
| If Proponent 3 proposes the third lowest Rate of \$400.00, it would receive 25% of the points allocated.  | $\$100 \div \$400 \times 150$ Points | 37.5             |

Where \$0.00 is entered in any Rate cell, it is deemed to mean that the particular Service **will be provided to Customers at no additional cost**. Therefore, when evaluating and scoring the Rates, a Proposal specifying \$0.00 in a Rate cell in the Commercial Response shall receive the maximum point allocation for that particular Service. The remaining Proposals will be evaluated using a relative formula based on the remaining percentage of available points regardless of the Proposals of \$0.00 Rate as per below example.

| <b>EXAMPLE – WHERE FOUR (4) PROPOSALS WERE RECEIVED</b>                     |   |   |
|---|---|---|
| Number of Proposals with a proposed Rate of \$0.00 for a particular Service | The number of remaining Proposals with a Service Rate greater than \$0.00 | The percentage (%) of the sub-point allocation for the remaining Proposals will be: |
| 1   | 4   | 80%   |
| 2   | 3   | 60%   |
| 3   | 2   | 40%   |
| 4   | 1   | 20%   |

Where N/A or not applicable is entered in a Commercial Response cell or a Commercial Response cell is left blank for the Service, it is deemed to mean that the particular Service will **not be provided** to Customers. Therefore, when evaluating and scoring the Rates, a Proposal specifying N/A or not applicable, or left blank in Appendix B – Commercial Response will receive a zero (0) point allocation for that particular pricing section.

Stage IV resulting scores per Eligible Proposal will be used when determining the cumulative score as described below in Section 3.6.

### 3.6 Stage V – Cumulative Score

At this stage, the scores from Stages II, III and IV will be combined for each Eligible Proposal.

Subject to the express and implied rights of OECM; the Proponents with the highest scoring Eligible Proposals or all Proponents may become the Preferred Proponents, and be invited to negotiations, as further described below.

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

### **3.7 Stage VI – Tie Break Process**

At this stage, where two (2) or more of the highest scoring Eligible Proposals achieve a tie score on completion of the Stage V, OECM may invite all Proponents to negotiations or break the tie by selecting the Proposal with the highest score in Stage IV – Commercial Response.

### **3.8 Stage VII – Negotiations**

Concurrent negotiations, with the Preferred Proponents, will be based on the RFP Deliverables, and the Proposals, understanding that OECM is seeking the best overall solution and value for money for Customers.

The negotiations may include:

- (a) RFP Deliverables;
- (b) Master Agreement management (e.g., performance, KPIs, penalties, reporting);
- (c) Master Agreement terms and conditions;
- (d) Additional references, if required; and,
- (e) Rates.

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

OECM intends to complete negotiations within fifteen (15) calendar days after notification. If, for any reason, OECM and a Preferred Proponent fail to reach an agreement within the aforementioned timeframe, OECM may:

- i. Request the Preferred Proponent to submit its Best and Final Offer;
- ii. Terminate negotiations with that particular Preferred Proponent;
- iii. Extend the negotiation timeline; or,
- iv. Publish one (1) or some of the Suppliers, who have executed Master Agreements, within our promotional marketing launch.

Other Master Agreements, if successfully negotiated with other Preferred Proponents would be added to OECM's website at a later date.

Upon successful negotiations, the Preferred Proponent will be invited to execute a Master Agreement.

### **3.9 Stage VIII – Master Agreement Finalization**

The Preferred Proponent will be given five (5) Business Days to execute the Master Agreement, unless otherwise specified by OECM. Once the Master Agreement has been executed, Customers may execute a CSA.

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

[End of Part 3]

## PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

### 4.1 General Information and Instructions

#### Procurement Process Non-Binding

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

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

#### Non-Binding Rates

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

#### 4.1.1 RFP Timetable

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

| Request for Proposals Timetable  |                            |
|--|----------------------------|
| Event  | Time/Date                  |
| OECM's Issue Date of Request for Proposals:  | May 23, 2024               |
| Proponent's Information and Ontario Tenders Portal Demonstration Session:                    | 2:00 pm on May 28, 2024    |
| Proponent's Deadline to Submit Questions:  | 5:00 pm on June 6, 2024    |
| OECM's Deadline for Issuing Answers:   | June 14, 2024              |
| Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents: | 5:00 pm on June 20, 2024   |
| OECM's Deadline for Issuing Final Documents:   | June 25, 2024              |
| Proponent's Intent to Submit a Proposal:   | June 28, 2024              |
| Closing Date:  | 2:00:00 pm on July 3, 2024 |
| Targeted Date for Presentation/Demonstration Session:  | Second week of August 2024 |
| Anticipated Master Agreement Start Date:   | October 2024               |
| All times specified in this timetable are local times in Toronto, Ontario, Canada            |                            |

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



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

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

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

The Proponent should participate in the Proponent's Information and OTP Demonstration Session, which will take place at the time set out in Section 4.1.1.

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

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

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

Information provided during this session will be posted on OTP.

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

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

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

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

#### **4.1.4 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.

#### **4.1.5 Proponent's Costs**

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

- (a) The preparation, presentation/demonstration] and submission of its Proposal;
- (b) The Proponent's attendance at any meeting in related to the RFP process including any presentation in relation to the RFP process;
- (c) The conduct of any due diligence on its part, including any information gathering activity;
- (d) The preparation of the Proponent's own questions; and,
- (e) Any discussion and/or finalization, if any, in respect of the Form of Master Agreement.

## 4.2 Communication after RFP Issuance

### 4.2.1 Communication with OECM

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

If the Proponent fails to comply with the requirement to direct all communications to OECM through OTP, it may be disqualified from this RFP process. Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with the following as it relates to this RFP:

- (a) Any employee or agent of OECM;
- (b) Any project advisor;
- (c) Any member of OECM's governing body (such as Board of Directors, or advisors);
- (d) Any employee, consultant or agent of OECM's Customers; and,
- (e) Any elected official of any level of government, including any advisor to any elected official.

### 4.2.2 Proponent to Review RFP

The Proponent shall promptly examine this RFP and all Appendices, including the Form of Master Agreement and:

- (a) Shall report any errors, omissions or ambiguities; and,
- (b) May direct questions or seek additional information **on** or **before** the Proponent's Deadline to Submit Questions to OECM.

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

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

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

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

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

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

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

### 4.2.3 Proponent's Intent to Submit Proposal

The Proponent should inform OECM, via OTP **Message**, by the date specified in the RFP Timetable noted in Section 4.1.1 of the RFP, if it intends to submit a Proposal in response to this RFP.

#### 4.2.4 Proponent to Notify

In the event the Proponent has any reason to believe that an error, omission, uncertainty or ambiguity, as set out in Section 4.2.2 exists, the Proponent must notify OECM through OTP prior to submitting a Proposal.

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

The Proponent shall not:

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

#### 4.2.5 All New Information to Proponents by way of Addenda

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

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

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

Such addenda may contain important information including significant changes to this RFP. The Proponent is responsible for obtaining all addenda issued by OECM.

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

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

### 4.3 Proposal Submission Requirements

#### 4.3.1 General

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

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

- (a) Email at [etenderhelp\\_CA@jaggaer.com](mailto:etenderhelp_CA@jaggaer.com);
- (b) By phone at 866-722-7390; or,
- (c) Accessing website information at [https://ontariotenders.app.jaggaer.com/esop/nac-host/public/attach/eTendering\\_responding\\_to\\_tender\\_guide.pdf](https://ontariotenders.app.jaggaer.com/esop/nac-host/public/attach/eTendering_responding_to_tender_guide.pdf).

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

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

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

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

**4.3.2 Proposal in English**

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

**4.3.3 Proposal Submission Requirements**

The Proponent is solely responsible for submitting its Proposal on OTP prior to the Closing Date.

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

| Description   | OTP Envelope  | Complete within OTP | Complete and Upload to OTP |
|---|---------------|---------------------|----------------------------|
| Qualification Response  | Qualification | √                   |                            |
| Technical Response  | Technical     | √                   |                            |
| Appendix B – Commercial Response (in Microsoft Excel format only) | Commercial    |                     | √                          |

**4.3.4 Other Proposal Considerations**

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

- (a) Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored;
- (b) Completely address, on a point-by-point basis, each Technical Response question in Technical Response. Technical Responses left blank and/or unanswered will receive a score of zero (0). Refer to Section 3.3;
- (c) Information attached as part of the Commercial Envelope in OTP will not be considered as part of the evaluation of Stage II - Technical Response. Refer to Section 3.3; and,
- (d) The Proposal should be complete in all respects. Proposal evaluation and scoring applies only to the information contained in the Proposal, or accepted clarifications as set out in Section 4.3.13 Clarification of Proposals.

**4.3.5 Proposal Receipt by OECM**

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

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

**4.3.6 Withdrawal of Proposal**

A Proponent may withdraw its Proposal by deleting its submission on OTP **before** the Closing Date or at any time throughout the RFP process until the execution of a Master Agreement. To withdraw a Proposal after the Closing Date, the Proponent should send a **Message** to OECM through OTP.

#### **4.3.7 Amendment of Proposal on OTP**

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

#### **4.3.8 Completeness of Proposal**

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

#### **4.3.9 Proposals Retained by OECM**

All Proposals submitted by the Closing Date shall become the property of OECM and will not be returned to the Proponent.

#### **4.3.10 Acceptance of RFP**

By submitting a Proposal, a Proponent agrees to accept the terms and conditions contained in this RFP, and all 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 Closing Date. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all addenda.

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

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

#### **4.3.13 Clarification of Proposals**

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

OECM will exercise this right in a similar manner for all Proponents.

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.

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:

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

The Proponent shall co-operate in the verification of information and is deemed to consent to OEMC 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 Master Agreement, if any, with the Preferred Proponent will not be an exclusive agreement for the provision of the described Deliverables.

#### **4.3.18 Substantial Compliance**

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

#### **4.3.19 No Publicity or Promotion**

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

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, OEMC shall be entitled to take all reasonable steps as may be deemed necessary by OEMC, including disclosing any information about a Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

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

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

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

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

If the Preferred Proponent and OEMC cannot execute the Master Agreement within the allotted twenty (20) days, OEMC will, as described in Section 3.8 and 3.9, be at liberty to extend the timeline, request the Preferred Proponent to submit its Best and Final Offer, terminate discussions/negotiations with the Preferred Proponent, or publish one (1) or some of the Suppliers, who have executed Master Agreements within OEMC's promotional marketing launch. Other Master Agreements, if successfully negotiated with other Preferred Proponents would be added to OEMC's website at a later date.

#### **4.4.2 Failure to Execute a Master Agreement**

When the Preferred Proponent successfully reaches an agreement with OEMC at the end of the negotiation process in accordance with the evaluation set out in this RFP, the Preferred Proponent will be allotted five (5) Business Days to execute the Master Agreement unless otherwise specified by OEMC.

If the Preferred Proponent cannot execute the Master Agreement within the allotted timeframe, OECM may rescind the invitation to execute a Master Agreement or publish one (1) or some of the Suppliers, who have executed Master Agreements within OECM's promotional marketing launch. Other Master Agreements, if successfully negotiated with other Preferred Proponents would be added to OECM's website at a later date.

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

#### **4.4.3 Master Agreement**

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

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

#### **4.4.4 Notification to Other Proponents**

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

#### **4.4.5 Debriefing**

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

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

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

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

A protest in writing should include the following:

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

For the purpose of a protest, OECM will review and address any protest in a timely and appropriate manner. OECM will engage an independent and impartial third party should the need arise.

## **4.5 Prohibited Communications, and Confidential Information**

### **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:

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

### **4.5.2 Confidential Information of the Proponent**

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

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

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

### **4.5.3 Proponent's Submission**

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

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

### **4.5.4 Personal Information**

Personal Information shall be treated as follows:

- (a) 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;
- (b) 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,
- (c) Consent – It is the responsibility of the Proponent to obtain the consent of such individuals prior to providing the information to OECM. OECM will consider that the appropriate consents have been obtained for the disclosure to and use by OECM of the requested information for the purposes described.

### **4.5.5 Non-Disclosure Agreement**

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



#### **4.5.6 Freedom of Information and Protection of Privacy Act**

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

By submitting a Proposal, including any Personal Information requested in this RFP, the Proponent agrees 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 Municipal Freedom of Information and Protection of Privacy Act**

The *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M. 56 applies to information provided by the Proponent. A Proponent should identify any information in its Proposal, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by OECM and its Customers. The confidentiality of such information will be maintained by OECM, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

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

#### **4.5.8 Intellectual Property**

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

### **4.6 Reserved Rights and Governing Law of OECM**

#### **4.6.1 General**

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

- (a) Make public the names of any or all Proponents;
- (b) Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information, if accepted, into the Proposal, at OECM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- (c) Waive formalities and accept Proposals that substantially comply with the requirements of this RFP;
- (d) Verify with any Proponent or with a third party any information set out in a Proposal;
- (e) Check references other than those provided by Proponents;
- (f) With supporting evidence, disqualify any Proponent on grounds such as:
  - i. Bankruptcy or insolvency;
  - ii. False declarations;
  - iii. Significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior agreement or agreements;
  - iv. Final judgments in respect of serious crimes or other serious offence; or,
  - v. Professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent;

- (g) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- (h) Disqualify any Proponent whose Proposal is determined by OECM to be non-compliant with the requirements of this RFP;
- (i) Disqualify a Proposal based upon the past performance or on inappropriate conduct in a prior procurement process, or where the Proponent has or the principals of a Proponent have previously breached an agreement with OECM, or has otherwise failed to perform such agreement to the reasonable satisfaction of OECM (i.e., has not submitted required reporting and/or Cost Recovery Fees to OECM);
- (j) Disqualify any Proponent, who, in relation to this RFP or the evaluation and selection process, has engaged directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the Supplier.
- (k) Disqualify the Proponent who has been charged or convicted of an offence in respect of an agreement with OECM, or who has, in the opinion of OECM, engaged in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion, unethical conduct, including lobbying as described above or other forms of deceitfulness, or other inappropriate communications offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of OECM, or where the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM;
- (l) 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;
- (m) 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;
- (n) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (o) Reject a Subcontractor proposed by a Proponent within a Customer;
- (p) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;
- (q) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
  - i. OECM determines it would be in the best interest of OECM not to award a Master Agreement,
  - ii. the Proposal prices exceed the bid prices received by OECM for Services acquired of a similar nature and previously done work,
  - iii. the Proposal prices exceed the costs OECM or its Customers would incur by doing the work, or most of the work, with its own Services,
  - iv. the Proposal prices exceed the funds available for the Services, or,
  - v. the funding for the acquisition of the proposed Services has been revoked, modified, or has not been approved,and where OECM cancels this RFP, OECM may do so without providing reasons, and OECM may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing;
- (r) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal;
- (s) Accept any Proposal in whole or in part;

- (t) If OECM receives a Proposal from a Proponent with Rates that are abnormally lower than the Rates in other Proposals, OECM may verify with the Proponent that the Proponent satisfies the conditions for participation and is capable of fulfilling the Master Agreement; or,
- (u) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM and/or its Customers or is otherwise engaged in a dispute with OECM and/or its Customers;

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 – Proponent**

In the event that the Preferred Proponent fails or refuses to execute the Master Agreement within allotted time from being notified, OECM may, in its sole discretion:

- (a) Extend the period for concluding the Master Agreement, provided that if substantial progress towards executing the Master Agreement is not achieved within a reasonable period of time from such extension, OECM may, in its sole discretion, terminate the discussions;
- (b) 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; or,
- (c) 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:

- (a) 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;
- (b) 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,
- (c) It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.

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

#### **4.6.4 Assignment**

The Proponent shall not assign any of its rights or obligations hereunder during this 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 this RFP process.

#### **4.6.7 Disqualification for Misrepresentation**

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

#### **4.6.8 References and Past Performance**

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

#### **4.6.9 Cancellation**

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

#### **4.6.10 Competition Act**

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

#### **4.6.11 Trade Agreements**

The Proponent should note that procurements coming within the scope of either Chapter 5 of the Canadian Free Trade Agreement, Chapter 19 of the Comprehensive Economic and Trade Agreement ("CETA") or within the scope of the Trade and Cooperation Agreement between Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP.

For more information, refer to the following:

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

#### **4.6.12 Governing Law**

The terms and conditions in this Part 4:

- (a) Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);

- (b) Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and,
- (c) Are to be governed by and construed in accordance with the laws of the province or territory within which the Customer is located and the federal laws of Canada applicable therein.

[End of Part 4]

## **APPENDIX A – FORM OF MASTER AGREEMENT**

This Appendix is posted as a separate PDF document.

## **APPENDIX B – COMMERCIAL RESPONSE**

The Proponent must complete this Appendix, posted as a separate Microsoft Excel document, and upload it into OTP.

The Proponent may not make any changes to any of the RFP forms, including Appendix B – Commercial Response. Any Proposal containing any such changes, whether on the face of the form or elsewhere in the Proposal, may be disqualified.

**APPENDIX C – SUPPLIER REPORTING REQUIREMENTS**

Once CSAs have been executed, the Supplier must provide the following reports to OEMC for the Term. Reports shall be submitted via email in Microsoft Excel format according to the frequency set out below.

| <b>Supplier Reporting Requirements</b>   |  |  |
|--|--|--|
| <b>Sales Reporting</b>   | <b>Frequency</b>                         | <b>Due Date</b>                                  |
| Sales Reporting including, but not limited to:<br>(a) Customer’s name;<br>(b) Invoice number and date;<br>(c) All Services provided;<br>(d) Quantity invoiced;<br>(e) Rate and total Rate; and,<br>(f) Cost Recovery Fee.  | Quarterly                                | 8th Business Day following each Calendar Quarter |
| <b>Performance Reporting</b>   | <b>Frequency</b>                         | <b>Due Date</b>                                  |
| (a) Key Performance Indicators (“KPIs”) Report - As set out in Appendix D – Supplier Performance Management Scorecard.<br>(b) Performance results specific to Customer’s KPIs.   | Quarterly (calendar)                     | 8th Business Day following each Calendar Quarter |
| <b>CSA Reporting</b>   | <b>Due Date</b>                          |  |
| (a) Provide a copy of each fully executed CSA  | Within thirty (30) days of CSA execution |  |
| <b>Other Reporting</b>   |  |  |
| May include:<br>(a) Sales Forecasting Reports;<br>i. By November 15 – for the next calendar year;<br>ii. By March 15 – for April to December, if the forecast in (a) above has changed; and,<br>iii. By July 15 – for August to December, if the forecast in (b) above has changed.<br>(b) Specific Customer Reports, as requested (e.g., purchase orders and invoices)<br>(c) OEMC Ad Hoc Reports - As requested and mutually agreed upon |  |  |

Final reporting requirements will be determined during negotiations.



## APPENDIX D – SUPPLIER PERFORMANCE MANAGEMENT SCORECARD

Master Agreement performance means the Supplier aligns with OECM's three (3) pillars of Savings, Choice and Service, supporting the growth of the Master Agreement among Customers, and providing quality products and services at competitive Rates.

Supplier performance means the Supplier meets or exceeds the performance requirements described below and adheres to all the other contractual requirements.

As part of OECM's efforts to provide greater value to Customers, OECM has implemented a Supplier Recognition Program ("SRP"). Through the SRP, OECM will objectively assess Supplier's performance using an open, fair and transparent framework to recognize and reward top-performing suppliers on an annual basis.

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

- (a) On time delivery of high-quality Services at the Master Agreement Rates or lower;
- (b) Customer satisfaction;
- (c) On-time Master Agreement activity reporting to OECM;
- (d) On-time Cost Recovery Fee remittance; and,
- (e) Continuous improvement.

Reporting, as described in Appendix C – Supplier's Reporting Requirements is mandatory for the Supplier to submit as they provide evidence and justification of adherence to the Master Agreement. Through consolidation of reporting information, OECM provides Customers a thorough understanding of the Supplier's performance aiding the adoption of the Master Agreement.

By providing the reports, OECM is able to analyze and maintain the integrity of the Supplier's performance.

Failure, by the Supplier, to provide accurate reports by the due dates set out in Appendix C – Supplier Reporting Requirements may be deemed poor performance and will reflect on the Supplier's Performance Management Scorecard and SRP results.

During the Term of the Master Agreement, the Supplier shall collect and report the agreed upon results of the performance measures as requested by OECM. The Performance Management Scorecard and other performance indicators will be used to measure the Supplier's performance throughout the Term of the Master Agreement, ensuring Customers receive appropriate Services on time. The Supplier's performance score will be considered when OECM contemplates Master Agreement decisions such as:

- (a) The approval or rejection, in whole or in part, of the Supplier's Rate refresh requests;
- (b) The approval or rejection of the Supplier's request to add other related Services to the Master Agreement;
- (c) Master Agreement extensions; and,
- (d) Master Agreement termination.

The Supplier shall maintain accurate records to facilitate the required performance management reporting requirements related to OECM and Customer KPIs.

During the business review, OECM will review the KPIs with the Supplier. The KPIs include but are not limited to the following:

| Key Performance Indicator   | Performance Measurement   | Performance Goal                        |
|---|---|---|
| Customer Issues – Number of Customer Complaints                         | Total Customer complaints annually out of total Customer requests | Less than 2% of total Customer requests |
| Accurate Invoicing  | Number of invoicing errors annually                               | Less than 2% annually                   |
| Services are provided in accordance with mutually agreed upon timelines | On time policy renewal  | 100% on time                            |
| High level of satisfaction  | Survey upon completion of Services                                | Average 98% satisfaction level          |
| On time response to Customer inquiries                                  | Within one (1) Business Day                                       | 100% on time                            |

| OECM Evaluation of Supplier's Performances                               |                         |                  |
|--|-------------------------|------------------|
| Key Performance Indicator  | Performance Measurement | Performance Goal |
| On time Sales Report Submissions   | On time                 | 98% of the time  |
| On time KPI Report Submissions   | On time                 | 98% of the time  |
| On time submission of executed CSAs received within 30 days of execution | On time                 | 98% of the time  |
| On time CRF payment remittance   | Day of                  | 98% of the time  |
| Response time to OECM inquiries  | One (1) Business Day    | 98% of the time  |

Other KPIs, as mutually agreed upon between the Supplier and OECM, may be added during the Term of the Master Agreement.

Customer may, when executing a Customer-Supplier Agreement, seek other KPIs.

## APPENDIX E – OECEM'S SUPPLIER CODE OF CONDUCT

The Supplier will take every measure to comply with OECEM's Supplier Code of Conduct ("SCC") principles set out below and to adopt behaviours and practices that are in alignment with these principles or those of OECEM's Customers as mutually agreed upon between the Customer and Supplier. OECEM's core values of collaboration, responsiveness, integrity, innovation and respect are in alignment with and entrenched within the key principles of the SCC. The SCC applies to the Supplier's owners, employees, agents, partners and subcontractors who provide Services to OECEM and/or Customers.

The Supplier will manage their operations according to the most stringent standards of ethical business, integrity and equity. The Supplier must therefore:

- (a) Refrain from engaging in any form of non-competitive or corrupt practice, including collusion, unethical bidding practices, extortion, bribery and fraud;
- (b) Ensure that responsible business practices are used, including ensuring that business continuity and disaster recovery plans are developed, maintained and tested in accordance with applicable regulatory, contractual and service level requirements, and that healthy and safe workplaces that comply with relevant health and safety laws are provided;
- (c) Ensure the protection of the confidential and personal information they receive from OECEM, and only use this information as part of their business relations with OECEM;
- (d) Comply with intellectual property rights relating to the Services provided to OECEM and its Customers;
- (e) Never place an OECEM employee in a situation that could compromise his/her ethical behaviour or integrity or create a conflict of interest;
- (f) Divulge all actual and potential conflicts of interest to OECEM; and,
- (g) Disclose to OECEM any behaviour deemed unethical on the part of an OECEM employee.

Also, the Supplier shall:

- (a) Comply with all foreign and domestic applicable federal/provincial/municipal laws and regulations including, but not limited to the environment, health and safety, labour and employment, human rights and product safety and anti-corruption laws, trade agreements, conventions, standards, and guidelines, where the products or services are provided to OECEM Customers. Fair competition is to be practised in accordance with applicable laws. All business activities and commercial decisions that restrict competition or may be deemed to be uncompetitive are to be avoided;
- (b) Not try to gain improper advantage or engage in preferential treatment with OECEM employees and Customers. The Supplier must avoid situations that may adversely influence their business relationship with OECEM or can be directly or indirectly perceived as a conflict of interest and interfere with the provision of the Services to OECEM or its Customers. The Supplier must disclose any actual or potential conflicts of interest promptly to OECEM;
- (c) Never offer to OECEM staff bribes, payments, gifts of entertainment or any type of transactions, inducements, services, discounts and/or benefits that may compromise or appear to compromise an OECEM's employees' ability to make business decisions in the best interest of OECEM and its Customers. If a Supplier is unsure whether a gift or entertainment offer to an OECEM employee complies with OECEM's SCC, the Supplier should consult with the intended recipient's manager;
- (d) Not engage in any improper conduct to gain influence or competitive advantage especially that which would put OECEM or its Customers at risk of violating anti-bribery and/or anti-corruption laws. The Supplier must ensure that the requirements of all these applicable laws are met, and not engage in any form of corrupt practices including extortion, fraud or bribery;
- (e) Ensure that any outsourcing and/or subcontracting used to fulfill Services are identified and approved by the Customer and monitored to ensure compliancy with contractual obligations and adherence to OECEM's SCC. Supplier's employees, subcontractors and other service providers must adhere to the requirements of the SCC, which must be made available as necessary. The Supplier must also ensure that its subcontractors and other

service providers are paid properly and promptly to avoid any disruption in the provision of Services by the Supplier to OECM or its Customers;

- (f) Maintain workplace professionalism and respect for the dignity of all employees, Customers, and individuals. The Supplier must never exercise, tolerate or condone harassment, discrimination, violence, retaliation and any other inappropriate behaviour;
- (g) Abide by applicable employment standards, labour, non-discrimination and human rights legislation. Where laws do not prohibit discrimination, or where they allow for differential treatment, the expectation of the Supplier is to be committed to non-discrimination principles and not to operate in an unfair manner. The Supplier must be able to demonstrate that their workplaces operate under the following principles:
  - i. Child labour is not accepted;
  - ii. Discrimination and harassment are prohibited, including discrimination or harassment based on any characteristic protected by law;
  - iii. Employees are free to raise concerns and speak up without fear of reprisal;
  - iv. Appropriate and reasonable background screenings, including investigations for prior criminal activity, have been completed to ensure integrity and character of the Supplier's employees; and,
  - v. Clear and uniformly applied employment standards are used that meet or exceed legal and regulatory requirements;
- (h) Provide healthy and safe workplaces for their employees. These workplaces must comply with applicable health and safety laws, statutes and regulations to ensure a safe and healthy work environment. Employers must also ensure that their employees are properly trained and that they have easy access to information and instructions pertaining to health and safety practices; and,
- (i) Give high priority to environmental issues and implement initiatives to foster sound environmental management through practices that prevent pollution and preserve Services. The Supplier must conduct business in an environmentally responsible and sustainable manner. The Supplier must comply with all applicable environmental laws, statutes and regulations, including, but not limited to, waste disposal (proper handling of toxic and hazardous waste), air emissions and pollution, to ensure that they meet all legal requirements and strive to prevent or mitigate adverse effects on the environment with a long-term objective of continual improvement.

The Supplier is expected to:

- (a) Abide by OECM's SCC;
- (b) Report violations of the SCC or identify any Customer requests that might constitute violations; and,
- (c) Cooperate and collaborate with OECM and bring about the resolution of SCC compliance issues.

Compliance with SCC principles is a criterion that is taken into consideration in OECM's supplier selection process and ongoing performance and relationship management.

The practices adopted by the Supplier must be verifiable. Such verification may be conducted by way of a Supplier's self-evaluation and/or an audit completed by OECM at its discretion. The Supplier must provide, upon request, OECM with documents attesting to their compliance with the SCC.

In addition, OECM may elect to visit the Suppliers' facilities if OECM so chooses. Appropriate notice will be provided to the Supplier. Whenever a situation of non-compliance is identified, OECM will endeavor to work with the Supplier in order to develop a corrective plan to resolve the non-compliant issues in a timely manner.

Failure to comply with OECM's SCC may result in termination of this Master Agreement.

For more information, visit OECM's website at <https://oecm.ca/suppliers/#code-of-conduct>.

**APPENDIX F – JIC MEMBERS**

| <b>JIC Customers</b> |   | <b>Address</b>  |
|----------------------|---|---|
| 1                    | The Algonquin College of Applied Arts and Technology    | 1385 Woodroffe Avenue, Ottawa, Ontario, K2G 1V8                         |
| 2                    | The Centennial College of Applied Arts and Technology   | 941 Progress Avenue, Scarborough, Ontario, M1G 3T8                      |
| 3                    | The Durham College of Applied Arts and Technology       | 2000 Simcoe Street North, Oshawa, Ontario, L1H 7K4                      |
| 4                    | The Fanshawe College of Applied Arts and Technology     | 1001 Fanshawe College Boulevard P.O. Box 7005, London, Ontario, N5Y 5R6 |
| 5                    | The Fleming College of Applied Arts and Technology      | 599 Brealey Drive, Peterborough, Ontario, K9J 7B1                       |
| 6                    | The George Brown College of Applied Arts and Technology | 200 King Street East, Toronto, Ontario, M5A 3W8                         |
| 7                    | The Georgian College of Applied Arts and Technology     | 1 Georgian Drive, Barrie, Ontario, L4M 3X9                              |
| 8                    | The Lambton College of Applied Arts and Technology      | 1457 London Road, Sarnia, Ontario, N7S 6K4                              |
| 9                    | The Mohawk College of Applied Arts and Technology       | 135 Fennell Avenue West, Hamilton, ON, L9C 0E5                          |
| 10                   | The Niagara College of Applied Arts and Technology      | 300 Woodlawn Road, Welland, Ontario, L3C 7L3                            |
| 11                   | The Northern College of Applied Arts and Technology     | 4715 Highway 101 East P.O. Box 3211, Timmins, Ontario, P4N 8R6          |
| 12                   | The Sault College of Applied Arts and Technology        | 443 Northern Avenue P.O. Box 60, Sault Ste. Marie, Ontario, P6A 5L3     |
| 13                   | The St. Clair College of Applied Arts and Technology    | 2000 Talbot Road West, Windsor, Ontario, N9A 6S4                        |
| 14                   | The St. Lawrence College of Applied Arts and Technology | 100 Portsmouth Avenue, Kingston, Ontario, K7L 5A6                       |