TRANSLATION, INTERPRETATION AND AMERICAN SIGN LANGUAGE SERVICES

REQUEST FOR PROPOSALS

Issued by: Ontario Education Collaborative Marketplace

OECM Request for Proposals Number: # 2012-172

Request for Proposal Issued On: October 26, 2012

Proposal Submission Deadline: 2:00:00pm on November 28, 2012 Local Time in Toronto, Ontario, Canada

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

90 Eglinton Avenue East, Suite 504, Toronto, Ontario, Canada, M4P 2Y3
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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation to prospective Proponents to submit Proposals for the provision of Translation, Interpretation and / or American Sign Language (“ASL”) Services (“Services”) to the Ontario Education Collaborative Marketplace (“OECM”) Clients as further described in Part 2 - Deliverables (the “Deliverables”).

The Services are set out in three (3) Service categories:

• Category A – Translation.
• Category B – Interpretation.
• Category C – American Sign Language.

Proponents shall submit Proposals for one (1), some or all three (3) Service categories.

This RFP is issued by OECM.

1.2 Ontario Broader Public Sector Procurement Directive

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

The purpose of the directive is:

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

The directive applies to all School Boards, Colleges and Universities (SCUs) in Ontario.

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

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


1.3 Overview of Ontario Education Collaborative Marketplace

OECM, incorporated in 2006, leads collaborative strategic sourcing initiatives and promote the adoption of leading integrated supply chain management practices.

OECM is a not-for-profit/non share corporation, partially funded by the government of Ontario and governed by a Board of Directors representing publicly funded education institutions as well as the business community. All OECM agreements meet the mandatory requirements of the BPS Procurement Directive. They are primarily designed for Ontario’s publicly funded educational institutions, but are also available to the BPS organizations and municipalities.

The education sector in Ontario spends an estimated $4 billion annually on goods and services. OECM’s common tendering and contracting approach facilitates product standardization and greater savings
leverage, making it easier and less costly to procure goods and services. In this way, OECM provides participating SCU’s with opportunities to realize both process and procurement savings, which will result in more funds being available for core academic activity.

SCU’s who participate in OECM’s strategic sourcing events will have access to high quality goods and services, and will achieve more efficient use of their own institutional resources.

OECM is governed by a Board of Directors comprised of representatives from SCU’s, and the Ministries of Education, and Training, Colleges and Universities, as well as three (3) independent Directors. The Board plays a key role in governance, policy formulation, and decision-making.

OECM receives a cost recovery fee through its agreements with suppliers, which will ultimately lead to OECM’s financial self-sufficiency.

Working in collaboration with Ontario’s education sector and BPS Clients, OECM:

- Leads collaborative comprehensive strategic sourcing events to contract for goods and services on behalf of the education sector and other BPS organizations.
- Establishes agreements for products and services commonly used throughout the education sector.
- Provides agreement relationship management services for all agreements developed by OECM throughout their lifecycle.
- Develops tools, guides, and other materials to streamline or enhance access to and usage of OECM agreements.
- Conducts analysis and reporting to ensure adherence to supplier performance and agreement terms.
- Actively promotes adherence to the Ontario BPS Procurement Directive in all phases of the sourcing and agreement lifecycle.

For more information about OECM, please visit [http://www.oecm.ca/](http://www.oecm.ca/).

1.4 OECM Geographical Zones

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

- Central Zone.
- East Zone.
- North East Zone.
- North West Zone.
- West Zone.

The Zones are also illustrated in Appendix G.

1.5 School Board, College and University Zone Information

OECM supports one-hundred-and-eighteen (118) School Boards, Colleges, and Universities (SCU’s). The approximate number of SCU’s, students and employees in each Zone is set out below and further illustrated in Appendices G and H:

<table>
<thead>
<tr>
<th>Zone</th>
<th># of SCU’s</th>
<th>Approximate # Students</th>
<th>Approximate # Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central Zone</td>
<td>53</td>
<td>2,291,386</td>
<td>181,383</td>
</tr>
<tr>
<td>East Zone</td>
<td>18</td>
<td>505,605</td>
<td>36,641</td>
</tr>
</tbody>
</table>
### 1.6 OECM Client Participation

There are one-hundred-and-sixty-nine (169) Clients using OECM agreements today:

- One-hundred-and-five (105) SCU’s.
- Sixty-four (64) other BPS organizations.

Participation in OECM agreements has been steadily growing, demonstrated by a growth in spend on OECM agreements by over 150% in 2011 compared to 2010. This clearly demonstrates that the Ontario education sector and other BPS organizations are achieving value and savings by using OECM agreements.

### 1.7 OECM Client Working Group

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

<table>
<thead>
<tr>
<th>Client</th>
<th>Client’s Website</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conseil scolaire de district catholique</td>
<td><a href="http://www.csdccs.edu.on.ca/">www.csdccs.edu.on.ca/</a></td>
</tr>
<tr>
<td>Centre-Sud</td>
<td></td>
</tr>
<tr>
<td>Toronto District School Board</td>
<td><a href="http://www.tdsb.on.ca">www.tdsb.on.ca</a></td>
</tr>
<tr>
<td>Thames Valley School Board</td>
<td><a href="http://www.tvdsb.ca">www.tvdsb.ca</a></td>
</tr>
<tr>
<td>Grand Erie District School Board</td>
<td><a href="http://www.granderie.ca/">www.granderie.ca/</a></td>
</tr>
<tr>
<td>Conseil des écoles catholiques du Centre-Est</td>
<td><a href="http://www.ecolecatholique.ca/">www.ecolecatholique.ca/</a></td>
</tr>
</tbody>
</table>

### 1.8 Objectives

OECM is seeking to satisfy the following objectives by issuing this RFP.

- Obtain quality end-to-end Services to Clients demonstrating value for money.
- Provide excellent customer service.
- Provide cost effective Services.

### 1.9 Type of Agreement

The Preferred Proponent shall be required to enter into an Agreement (“Agreement”) substantially in the form of the Agreement attached in Appendix A Form of Agreement for the provision of the Deliverables to Clients throughout the Province.
OECM intends to award Agreements as follow:

<table>
<thead>
<tr>
<th>Service Category</th>
<th>Number of Preferred Proponents</th>
<th>Geographic Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category A – Translation</td>
<td>Up to three (3)</td>
<td>Province of Ontario</td>
</tr>
<tr>
<td>Category B – Interpretation</td>
<td>Up to two (2)</td>
<td>Per Zone</td>
</tr>
<tr>
<td>Category C – American Sign Language</td>
<td>Up to two (2)</td>
<td>Per Zone</td>
</tr>
</tbody>
</table>

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

Clients, including BPS organizations, participating in the Agreements will execute Client-Supplier Agreements (CSAs) with the Supplier as attached in Appendix A.

The Supplier and Client, when executing a CSA, will mutually agree to additional terms and conditions (e.g. Client’s business hours, delivery locations, signature requirements upon delivery, reporting, invoice formatting, payment terms, and security clearance checks).

The Agreement will be signed on or around January 2013, and no obligation on the part of OECM or its Clients to purchase Services shall arise until such time as the Agreement is executed.

1.10 Client-Supplier Agreements

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

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

- Promoting OECM Agreement within the Client community.
- Executing CSAs with interested Clients.
- Providing great customer service.
- Identifying improvement opportunities.

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

- Using online communication tools to inform and educate.
- Holding information sessions (e.g. webinars).
- Attending, where appropriate, Client events.
- Facilitating CSA execution.
- Supporting relationships through effective contract management.
- Facilitating issue resolution.
- Continuously marketing improvement opportunities.
- Facilitating or coordinating bulk orders.

1.11 Proponent Consortium Information

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

- One (1) of the members of the consortium shall identify itself as the Proponent and shall complete, sign, and submit with its Proposal the Form of Offer (Appendix B) on behalf of the consortium.
- The Proponent must also complete, sign and submit the Consortium Information (Appendix F) listing all other consortium members and what each will supply.
- The Proponent shall assume full responsibility and liability for the work and actions of all consortium members with respect to the obligations to be assumed pursuant to this RFP.
1.12 No Guarantee of Volume of Work or Exclusivity of Agreement

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

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

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

1.13 Rules of Interpretation

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

- Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.

- Words in the RFP shall bear their natural meaning.

- References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”.

- In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

- Unless otherwise indicated, time periods will be strictly applied.

- The following terminology applies in the RFP:
  - Whenever the terms “must” or “shall” are used in relation to OECM or the Proponents, such terms shall be construed and interpreted as synonymous and shall be construed to read “OECM shall” or the “Proponent shall”, as the case may be.
  - The term “will” describes a procedure that is intended to be followed.

1.14 Definitions

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

The following definitions apply:

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

“American Sign Language” or “ASL” means a language in which the hands, arms, head, facial expression and body language are used to speak without sound.
“Applicable Law” means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time.

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

“Business Day” means Monday to Friday except when such a day is a public holiday, as defined in the Employment Standards Act (Ontario), or as otherwise agreed to by the parties in writing.

“Business Hour” means 8:00am to 5:00pm local time in Toronto, Ontario, Canada of any Business Day.

“Client” means Ontario School Boards, Colleges and Universities and potentially other Broader Public Sector organizations that may purchase the Deliverables under the resulting Agreement.

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

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

“Conflict of Interest” means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement.

“Cost Recovery Fee” or “CRF” means a fee, which contributes to the recovery of OECMs operating costs as a not-for-profit/non-share corporation, which is based on the before tax amount invoiced by the Supplier to Clients for Deliverables acquired through an Agreement subsequent to this RFP. Once CSAs have been executed, this fee must be remitted by the Supplier to OECM on a quarterly basis as set out in Section 2.2.15.

“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.

“Deliverables” means the Services to be delivered as specified in this RFP.

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

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

“Interpretation” means facilitating spoken language communication between two (2) or more parties who do not share a common language by delivering, as faithfully as possible, the original message from source into target language.

“OECM” means the Ontario Education Collaborative Marketplace.

“Personal Information” or “PI” is defined in the Agreement.

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

“Proponent” means an entity that submits a Proposal in response to this RFP and, as the context may suggest refers to a potential Proponent.
“Proposal” means all of the documentation and information submitted by a Proponent in response to the RFP.

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

“Province” means the Province of Ontario.

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

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

“Request for Proposals” or “RFP” means this Request for Proposals number #2012-172 issued by OECM for the purchase of Translation, Interpretation and American Sign Language Services, including all appendices, amendments and addenda thereto.

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

“Service” means the Deliverables to be procured pursuant to this RFP.

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

“Supplier” or “Service Provider” means a Preferred Proponent who has assumed full liability and responsibility for the provision of Deliverables pursuant to the Agreement either as a single Supplier or a lead Supplier engaging other suppliers or Subcontractors.

“Term” has the meaning set out in Section 1.10 of this RFP.

“Translation” means transposing the meaning of a written text from a source language to a target language by producing an equivalent target text that retains the elements of meaning, form and tone.

“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.

“Zone” means the OECM geographical boundaries within the Province of Ontario as identified in Appendix G.

[End of Part 1]
2.1 Description of Deliverables

OECM invites Proponents to submit Proposals to provide Services which meet or exceed the requirements set out in this RFP.

The Services are set out in the following three (3) Service categories:

<table>
<thead>
<tr>
<th>Category</th>
<th>Method of Delivery</th>
<th>Applicable RFP Section #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category A: Translation Services</td>
<td>• Standard Delivery</td>
<td>Section 2.3</td>
</tr>
<tr>
<td></td>
<td>• Rush Delivery</td>
<td></td>
</tr>
<tr>
<td>Category B: Interpretation Services</td>
<td>• Consecutive Interpretation</td>
<td>Section 2.4</td>
</tr>
<tr>
<td></td>
<td>- In-Person Services</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Remote Services</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Simultaneous Interpretation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- In-Person Services</td>
<td></td>
</tr>
<tr>
<td>Category C: American Sign Language</td>
<td>• In-Person Services</td>
<td>Section 2.5</td>
</tr>
<tr>
<td></td>
<td>• Video Services</td>
<td></td>
</tr>
</tbody>
</table>

Proponents may submit Proposal for one (1), two (2), or all three (3) Service categories.

General requirements set out in Section 2.2 are applicable to each and every Service category.

For example, if a Proponent is proposing on category A - Translation Services, that Proponent must read and understand the Deliverables set out in Section 2.2 and Section 2.3. Likewise, if a Proponent is proposing on all three (3) Service categories, that Proponent must read and understand all Sections in Part 2 of this RFP.

2.2 General Requirements

The requirements set out in this Section are applicable to all three (3) Service categories.

2.2.1 Languages

The Supplier should provide Translation and Interpretation Services in three (3) groups of languages, set out below and further detailed in Appendix I for Translation and Appendix J for Interpretation, from English and / or French to:

- National Canadian languages.
- Other languages.
- Aboriginal languages.

The Supplier shall at a minimum provide Services from and to English and French.

There may be situations where securing the Services of qualified personnel may not be possible for some languages (e.g. aboriginal languages). If this occurs, the Supplier shall demonstrate to Clients it went through reasonable measures in attempting to place qualified personnel and shall offer Services and Rates of the most qualified personnel available at the time. The Supplier shall communicate this during the ordering process. The final decision will remain with the Clients.

Upon request, Clients and / or OECM may ask the Supplier to provide the certifications and designations of its personnel to prove its compliance with the minimum qualifications set out in this RFP.

2.2.2 Ordering Process

The Supplier should provide Clients with various ways of ordering the Services such as:
• Email.
• Fax.
• Telephone.

After the Clients submit an order, the Supplier should acknowledge the request within two (2) Business Hours.

The Supplier will provide a detailed quote to Clients within one (1) Business Day or eight (8) Business Hours, including but not limited to:

• Description of the Service.
• Service delivery date and time.
• Price for Service with any applicable discount (e.g. matches discount).
• Language (i.e. target and source).
• Minimum charge, if applicable.
• Personnel’s name and qualifications.
• Quote validity period.
• Travel cost and postal code of departure if applicable.

2.2.3 Service Lead Time

The Client may request the Services to be delivered as follows for each Service category:

<table>
<thead>
<tr>
<th>Service Category</th>
<th>Service Delivery Type</th>
<th>Service lead time option #1</th>
<th>Service lead time option #2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category A - Translation</td>
<td>Not applicable</td>
<td><strong>Standard</strong>: up to two thousand (2,000) words within one (1) Business Day.</td>
<td><strong>Rush</strong>: up to three thousand (3,000) words within one (1) Business Day.</td>
</tr>
<tr>
<td>Category B - Interpretation</td>
<td>Consecutive in-person</td>
<td>Clients shall order this Service at least one (1) Business Day prior to when the Service is required. In the event the Supplier cannot deliver the Services in-person when requested, alternative solutions should be proposed to Clients at the time of the order acknowledgment such as but not limited to remote Interpretation Services.</td>
<td><strong>Immediate</strong>: the Supplier shall deliver the Services within five (5) minutes from the time they receive the request. In the event the Supplier cannot provide the Services immediately, the Supplier must propose to the Client alternative solutions such as but not limited to a scheduled Interpretation Service.</td>
</tr>
<tr>
<td>Category C - ASL</td>
<td>Simultaneous in-person</td>
<td>Clients shall order this Service at least five (5) Business Days prior to when the Service is required.</td>
<td>Clients shall order this Service at least three (3) Business Days prior to when the Service is required.</td>
</tr>
</tbody>
</table>
2.2.3.1 Minimum Order

Clients prefer not to have minimum orders. However, if absolutely necessary, minimum orders may be proposed by the Proponent as follows:

<table>
<thead>
<tr>
<th>Service Category</th>
<th>Service Delivery</th>
<th>Minimum orders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category A - Translation</td>
<td>Standard delivery</td>
<td>Up to $25</td>
</tr>
<tr>
<td></td>
<td>Rush delivery</td>
<td>Up to $25</td>
</tr>
<tr>
<td>Category B - Interpretation</td>
<td>Consecutive in-person</td>
<td>Up to (2) hours</td>
</tr>
<tr>
<td></td>
<td>Consecutive remote</td>
<td>No minimum</td>
</tr>
<tr>
<td></td>
<td>Simultaneous in-person</td>
<td>Up to (3) hours</td>
</tr>
<tr>
<td>Category C - ASL</td>
<td>In-person and video conferencing</td>
<td>Up to (3) hours</td>
</tr>
</tbody>
</table>

Where applicable, minimum orders will commence once personnel are on-site and shall not include any travel time.

2.2.4 Personnel Travel Charges

The Supplier shall not charge the Clients for travel within a fifty (50) kilometers radius from the point of the departure of the personnel. (e.g. personnel’s office, another client’s location).

2.2.5 Satisfaction Surveys

After a Service has been delivered, the Supplier shall send a satisfaction survey to Clients. This survey should be focused on, but not limited to the following:

- Customer support.
- Document editing.
- Order processing.
- Overall quality of work.
- Response time.
- Service quality.

The Supplier shall send a summarized report of the surveys to OECM, on a monthly basis.

2.2.6 Other Related Services

The Supplier should offer Clients other related Services such as but not limited to:

- Langue des signes québécoise (LSQ).
- Message relay (i.e. interpreter receives a message from one party and subsequently transmits to another party in the target language).
- Sight translation (i.e. from written to verbal).
- Transcription (i.e. from verbal to written).

2.2.7 Permits, Licenses, and Approvals

Suppliers shall obtain all permits, licences, and approvals required in connection with the supply of the Services. The costs of obtaining such permits, licences, and approvals shall be the responsibility of, and shall be paid for by, the Supplier.
Where a Supplier is required by Applicable Laws to hold or obtain any such permit, licence, and approval to carry on an activity contemplated in its Proposal or in the Agreement, neither acceptance of the Proposal nor execution of the Agreement by OECM shall be considered an approval by OECM for the Supplier to carry on such activity without the requisite permit, licence, or approval.

2.2.8 Personnel

Upon request, the Supplier should submit information related to the qualifications and experience of its personnel (i.e. translator and / or interpreter) who will be assigned to provide the Services, which may include resumes, documentation of accreditation, and / or letters of reference. See Section 4.5.4 before submitting any such personal information.

2.2.9 Invoicing

Clients require flexibility in invoicing and payment processes.

Supplier shall submit invoices, either a paper or electronic format, per Service. The invoice shall contain, at minimum, the following:

- Client purchase order number (if applicable) and order date.
- Service description (e.g. number of words and price).
- Name of personnel (i.e. the translator or interpreter).
- Departing postal code, if travel charge is applicable.

Note – Clients’ payment terms will not be in effect until Supplier provides an accurate invoice.

2.2.10 Payment Terms

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

2.2.11 Volume Discount

On occasion, Clients may need to purchase large volumes of Services (e.g. if order values greater than $5,000). Supplier should, if this occurs, be prepared to offer better pricing than submitted in response to this RFP.

2.2.12 Management Support

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

2.2.12.1 Customer Support to Clients

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

- The provision of a dedicated team of resources (including account managers) available to handle questions and resolve any issues that may arise throughout the Term of the Agreement.
- Responsive, customer focused services with capacity to manage large and small Clients across Ontario.
- Help desk support via a toll free telephone number.
- A variety of ordering options (including online).
- Reporting, as required.

2.2.12.2 Contract Management with OECM

The Supplier will provide appropriate contract management support including, but not limited to:
• Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency, and continuous improvement, including respecting the Clients mandatory requirement to fulfill their supply chain code of ethics as set out in the BPS Procurement Directive.

• Monitoring price, quality, and service.

• Carry out and provide results from a Client satisfaction survey.

2.2.12.3 Reporting

The Supplier shall provide OECM and Clients with monthly reports relating to the provision and support of the Services (e.g. spend reports, purchasing history, range of Services ordered, etc.).

Clients may require other reporting. The details of which would be set out in the CSA.

2.2.13 Accessibility for Ontarians with Disabilities Act

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

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

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

2.2.14 Pricing Methodology

The proposed Rates shall be firm for the first one (1) year of the Agreement.

2.2.14.1 Optional Pricing Refresh

OECM or the Supplier may request a pricing review at the first anniversary of the Agreement and at the first and or second optional extension periods, if exercised.

Either party shall request a price review by providing a written notice ninety (90) days prior to the annual anniversary date of the Agreement.

Any such request from a Supplier for a pricing refresh must be accompanied by appropriate documentation. As part of any review OECM will consider pricing adjustments that reflect changes in operation adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, or ordinances. OECM will not consider any fixed costs or overhead adjustments in its review.

Performance received under the Agreement will be considered when contemplating a pricing refresh.

During the pricing refresh process OECM or the Supplier may also adjust the language list and / or the other related Services requirements.

If a proposed price increase is not accepted by OECM, the Agreement extension will not be exercised.

If a price review is not requested the prices will remain the same for next year of the Agreement.

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

Agreements will be amended accordingly, if necessary.
2.2.15 OECM Cost Recovery Fee

OECM will collect a quarterly Cost Recovery Fee (“CRF”), as set out below, from the resulting Agreement from this RFP.

<table>
<thead>
<tr>
<th>Service Category</th>
<th>Applicable Cost Recovery Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category A – Translation</td>
<td>2%</td>
</tr>
<tr>
<td>Category B – Interpretation</td>
<td>4%</td>
</tr>
<tr>
<td>Category C - ASL</td>
<td>3%</td>
</tr>
<tr>
<td>Other Related Services</td>
<td>3%</td>
</tr>
</tbody>
</table>

The Supplier shall pay to OECM the above CRF per Service category, calculated on the before tax amount invoiced by the Supplier to the Client for Services provided during the Term of the Agreement.

The Supplier shall calculate and report the Rates monthly, and pay to OECM on a monthly basis (i.e. based on the calendar year) according to the timelines set out below for the Term of the Agreement:

<table>
<thead>
<tr>
<th>CRF due by:</th>
<th>Covering Rates Charged to Clients During the Following Timeframes:</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 10th</td>
<td>From previous January to March</td>
</tr>
<tr>
<td>July 10th</td>
<td>From previous April to June</td>
</tr>
<tr>
<td>October 10th</td>
<td>From previous July to September</td>
</tr>
<tr>
<td>January 10th</td>
<td>From previous October to December</td>
</tr>
</tbody>
</table>

The first CRF payment shall be made to OECM by April 10, 2013. The first CRF payment will include all orders Service purchases made between the date the Agreement is executed and March 31, 2013.

The CRF shall be paid to OECM by the Supplier on a quarterly basis thereafter.

Detailed reporting requirements are set out in the Agreement.

2.3 CATEGORY A - TRANSLATION SERVICES

Supplier shall provide Translation Services to OECM and its Clients throughout the Province of Ontario from English and / or French to other various languages. The Supplier will have to translate various documents (e.g. web content, books, reports) in various formats such as but not limited to:

- PDF
- Microsoft suite of products (i.e. Word, Excel).

2.3.1 Qualifications

The Supplier and its personnel shall at minimum be certified under one (1) of the following:

<table>
<thead>
<tr>
<th>Minimum Qualification</th>
<th>Supplier</th>
<th>Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Translation Services Standard (CAN/CGSB131.10).</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>European 15038 Translation Service Standard.</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Have a professional designation as a certified translator or a degree in Translation or related discipline (e.g. linguistic) and documented Translation experience from the last two (2) years.</td>
<td></td>
<td>✓</td>
</tr>
</tbody>
</table>
Have obtained a post-secondary education and Translation documented experience from the last five (5) years.  

- ☑

Be in good standing with the Canadian Translators, Terminologists and Interpreters Council (CTTIC) & member association and other industry-recognized associations.  

- ☑

Supplier and its personnel should be in good standing with the CTTIC and other industry-recognized associations.

Supplier should have documented procedures in place for selecting qualified personnel in accordance with the National Standard Guide for Community Interpreting Services (NSGCIS).

Other certification and / or designation such as but not limited to ISO 9001/2009 will be considered as an asset.

The Supplier will be responsible to provide Clients with qualified personnel.

2.3.2 Quality Control

The Supplier shall have a strict and well documented quality control process. Clients may request either of the following two (2) levels:

- **Level 1 – Translation and Proofreading, including:**
  - A translator that translates the document and,
  - Another translator that proofreads the translated document.
  
  The translator that performs the proofreading must be fluent in or be a native speaker of the source or the target language.

- **Level 2 – Translation, Editing, and Proofreading**
  - In addition to the above-noted level, this level involves another process - editing. Editing shall be provided by a qualified translator that speaks the source or the target language fluently and is a native speaker of the source or the target language.

2.3.3 Computer Assisted Translation

The Supplier may use a Computer Assisted Translation (“CAT”) software tool in an effort to support and enhance the delivery of fast and cost effective Services. CAT, in no way, replaces an actual translator.

CAT is a form of language Translation Service in which a human translator uses a computer software application to support and facilitate the Translation process.

OECM will not accept Translation Services provided by a machine, such as but not limited to machine translation.

2.3.4 Translation Memory

The Supplier should provide Translation Services using translation memory as a CAT tool. The usage of the Translation memory tool should reflect the matches within a source document:

- **Exact match or 100% match** appears when the match between the current source segment and the stored one is a character by character match.

- **Fuzzy match** when the match is not exact, a fuzzy match is greater than 0% and less than 100% match.
2.3.5 Glossary of Terms

Clients may require a glossary of terms, for some or all languages. The glossary of terms will be developed by:

- The Supplier using the Client’s existing glossary of terms.
- Creating a new glossary of terms for the Client based on their specific requirements.

The glossary of terms will include Translations for commonly used:

- Acronyms.
- Client-specific oriented term.
- Phrases.
- Repetitive text.

The glossary of terms, in an electronic and searchable format, shall be available at the Client level, as well as at OECM’s level (i.e. for all Clients who have signed a CSA).

2.3.6 Sample Translation

Before signing CSA, Clients may request for sample Translation from English or French to up to ten (10) languages, to test and ensure the Supplier meets their specific requirements and needs.

The sample Translation shall not be more than two-hundred-and-fifty (250) words per language, and shall be provided to Clients within ten (10) Business Days. Clients shall not be charged for the cost of the sample translation.

2.4 CATEGORY B - INTERPRETATION SERVICES

Supplier shall provide two (2) types of Interpretation Services:

- **Consecutive Interpretation:**
  
  Supplier shall provide consecutive community and / or conference Interpretation Services to OECM and its Clients. The Services may occur in situations including but not limited to:
  
  - Parent and / or student counselling session.
  - Meeting.
  - Conference call with multiple participants.

  Consecutive Interpretation Services shall be provided in the following two (2) methods:
  
  - In-person Services.
  - Remote Services: The Supplier shall provide remote Interpretation Services, without additional charges for software and or long distance charges, including but not limited to:
    - Telephone.
    - Video conferencing.

  Furthermore, the Suppliers should advise Clients on the necessary equipment to have or install to receive the Service.

  The Suppliers shall provide remote Services to all Zones, regardless of the Zones they will be awarded for in-person Services.

- **Simultaneous Interpretation:**
  
  Supplier shall provide simultaneous Interpretation Services to OECM and its Clients. The Services may occur in situations including but not limited to meetings.
Clients may not have the adequate equipment to facilitate the Interpretation. Suppliers shall provide equipment rental such as but not limited to: headphones, radio transmitter, and booth to Clients as well as technician services to set up the equipment.

2.4.1 Qualifications

During the Term of the Agreement the Supplier will be responsible to provide Clients with qualified interpreters. The Supplier and its personnel shall at minimum be certified under one (1) of the following:

<table>
<thead>
<tr>
<th>Minimum Qualification</th>
<th>Supplier</th>
<th>Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Language Industry Association (AILIA) – NSGCIS Certified.</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>• A minimum of two (2) years of documented Interpretation experience.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Successfully passed the Interpreter Language and Interpreting Skills Assessment Tool (ILSAT) test.</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>• Obtained a minimum of hundred (100) hours community interpretation training, such as but not limited to Multilingual Community Interpreter Services (MCIS), Cultural Interpretation Services for Our Communities (CISOC).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• A minimum of two (2) years of documented Interpretation experience.</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>• Successfully passed the Community Interpreter Language and Interpreting Skills Assessment Tool (CILSAT) test.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Obtained a minimum of hundred (100) hours community interpretation training, such as but not limited to MCIS, CISOC.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Supplier shall abide by a code of ethics published by organization such as but not limited to the following:

- AILIA.
- CTTIC.
- Ordre des Traducteurs, Terminologues et Interprètes Agrées du Québec (OTTIAQ).

The Supplier should have documented procedures in place for selecting qualified personnel (i.e. interpreter) in accordance with the NSGCI.

The Supplier shall support its personnel in annual on-going professional development.

Other certification and / or designation such as but not limited to ISO 9001/2009 will be considered as an asset.
2.5 CATEGORY C - AMERICAN SIGN LANGUAGE INTERPRETATION SERVICES

The Supplier shall provide qualified ASL Services to OECM and its Clients.

2.5.1 Supplier’s Qualifications

The Supplier and its personnel shall possess at a minimum:

<table>
<thead>
<tr>
<th>Minimum Qualification</th>
<th>Supplier</th>
<th>Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>AILIA – NSGCIS certified.</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td>• A minimum of two (2) years documented Interpretation experience.</td>
<td></td>
<td>☑</td>
</tr>
<tr>
<td>• Be certified from the Association of Visual Language Interpreters of Canada.</td>
<td></td>
<td>☑</td>
</tr>
</tbody>
</table>

2.5.2 Service Delivery

The Supplier shall deliver ASL Interpretation Services in the following two (2) methods:

• In-person Services.

• Video Conferencing Services:

  The Supplier shall provide video conferencing Services, without additional charges to the Client for software and or long distance charges.

  The Supplier shall provide video conferencing Services to all Zones, regardless of the Zones they will be awarded for in-person Services.

2.5.3 Equipment Requirements

Furthermore, the Suppliers should advise Clients on the necessary equipment to have or install to receive the Service.

[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 five (5) stages:

<table>
<thead>
<tr>
<th>Stages</th>
<th>Evaluation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stage I</td>
<td>Mandatory Requirements</td>
</tr>
<tr>
<td>Stage II</td>
<td>Rated Requirements</td>
</tr>
<tr>
<td>Stage III</td>
<td>Pricing</td>
</tr>
<tr>
<td>Stage IV</td>
<td>Cumulative Score</td>
</tr>
<tr>
<td>Stage V</td>
<td>Tie Break</td>
</tr>
</tbody>
</table>

3.2 Evaluation Point Allocation

The following table is a summary of the point allocation for the evaluation of this RFP for each category:

<table>
<thead>
<tr>
<th>Stages</th>
<th>Evaluation</th>
<th>Scoring Methodology</th>
<th>Maximum Points (if applicable)</th>
<th>Minimum Threshold Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stage I</td>
<td>Mandatory</td>
<td>Pass/Fail</td>
<td>40</td>
<td>Refer to section 3.4</td>
</tr>
<tr>
<td>Stage II</td>
<td>Rated Requirements</td>
<td></td>
<td>60</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Stage III</td>
<td>Pricing</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please refer to Appendix E where rated requirements are set out.

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

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

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

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

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

<table>
<thead>
<tr>
<th>Appendix</th>
<th>Title of Appendix</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appendix B</td>
<td>Form of Offer</td>
</tr>
<tr>
<td>Appendix C</td>
<td>Rate Bid Form</td>
</tr>
<tr>
<td>Appendix F</td>
<td>Consortium Information, if applicable</td>
</tr>
</tbody>
</table>

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

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

(a) Conflict of Interest

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

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

(b) General

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

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

(c) Proof of Insurance

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

3.3.2 Rate Bid Form – Appendix C (Mandatory Form)

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

- All prices shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, materials, fuel, office support, profit, permits, licenses, labour, carriage, insurance, Workplace Safety Insurance Board costs, travel (within fifty (50) kilometers), standby time, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates.

- All prices shall be quoted exclusive of the harmonized sales tax (HST), or other similar taxes, each of which, if applicable, should be stated separately.

All prices quoted, unless otherwise instructed in this RFP, shall remain firm for the Term of the Agreement.

- In the event of any discrepancy in the pricing, the lowest unit price submitted shall prevail.

- The Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the RFP, that it has factored all of the provisions of the Agreement into its pricing assumptions, calculations and into its proposed Pricing.

A Proposal that includes conditional, optional, contingent or variable rates that are not expressly requested in the Rate Bid Form may be disqualified.
3.3.3 Consortium Information – Appendix F (Mandatory Form, if applicable)

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

3.4 Stage II – Rated Requirements (40 Points per Service category)

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

A separate evaluation and scoring will be conducted for each Service category.

The maximum points allocated for each category in Stage II is 40 points.

A minimum threshold, as set out below and in Appendix E, is required in order for the Proposal to receive a pass in this stage and proceed to Stage III of the evaluation process.

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

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

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

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

The response to each rated requirement in Appendix E should:

- Be complete.
- Concise and factual.
- Bullet point format is acceptable.
- Exhibit that the Proponent understands OECMs business needs by providing answers demonstrating its capabilities.

The following is an overview of the point allocation and minimum score requirements, if any, for the rated requirements of this RFP in Appendix E. (N/A denotes – not applicable):

<table>
<thead>
<tr>
<th>Rated Requirement Components</th>
<th>Available Points, applicable for each Service Category</th>
<th>Minimum Score Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0 - Proponent's Overview</td>
<td>1</td>
<td>N/A</td>
</tr>
<tr>
<td>2.0 - Customer Support &amp; Contract Management</td>
<td>6</td>
<td>N/A</td>
</tr>
<tr>
<td>3.0 - Proponent’s Experience &amp; Qualifications</td>
<td>3</td>
<td>1.5</td>
</tr>
<tr>
<td>4.0 – Coverage (language or Zone)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appendix I for Category A - Translation</td>
<td>15</td>
<td>7.5</td>
</tr>
<tr>
<td>Appendix J for Category B - Interpretation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appendix K for Category C - ASL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.0 - Personnel’s Qualifications</td>
<td>10</td>
<td>5</td>
</tr>
<tr>
<td>Rated Requirement Components</td>
<td>Available Points, applicable for each Service Category</td>
<td>Minimum Score Required</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>-------------------------------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>6.0 - Technology Support</td>
<td>3</td>
<td>N/A</td>
</tr>
<tr>
<td>7.0 - Ordering, Delivery &amp; Response Time</td>
<td>2</td>
<td>N/A</td>
</tr>
<tr>
<td>TOTAL AVAILABLE POINTS FOR RATED REQUIREMENTS:</td>
<td>40 Points</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Please note, detailed rated requirements for the above components, including sub-point allocations are set out in Appendix E.

A minimum score for rated requirements, as noted above, must be achieved for any Proponent to move on to the next evaluation stage.

### 3.5 Stage III – Pricing (60 points per Service category)

Only at the completion of all rated requirements and the presentation, will the package containing Appendix C – Rate Bid Form be opened for all Eligible Proposals.

The total available points for pricing are set out below:

<table>
<thead>
<tr>
<th>Pricing Components</th>
<th>Available Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category A - Translation</td>
<td></td>
</tr>
<tr>
<td>National Canadian languages</td>
<td>12</td>
</tr>
<tr>
<td>Other languages</td>
<td>30</td>
</tr>
<tr>
<td>Aboriginal languages</td>
<td>5</td>
</tr>
<tr>
<td>Translation Memory Discount</td>
<td>10</td>
</tr>
<tr>
<td>Minimum Orders</td>
<td>3</td>
</tr>
<tr>
<td>TOTAL AVAILABLE POINTS FOR PRICING:</td>
<td>60 Points</td>
</tr>
<tr>
<td>Category B - Interpretation</td>
<td></td>
</tr>
<tr>
<td>Consecutive In-Person Services (including travel charge and minimum orders)</td>
<td>30</td>
</tr>
<tr>
<td>Simultaneous In-Person Services (including travel charge and minimum orders)</td>
<td>10</td>
</tr>
<tr>
<td>Consecutive remote Services</td>
<td>15</td>
</tr>
<tr>
<td>Equipment Rental</td>
<td>5</td>
</tr>
<tr>
<td>TOTAL AVAILABLE POINTS FOR PRICING PER ZONE:</td>
<td>60 Points</td>
</tr>
<tr>
<td>Category C - ASL</td>
<td></td>
</tr>
<tr>
<td>In-Person Services (includes travel charge and minimum orders)</td>
<td>40</td>
</tr>
<tr>
<td>Video conferencing Services</td>
<td>20</td>
</tr>
<tr>
<td>TOTAL AVAILABLE POINTS FOR PRICING PER ZONE:</td>
<td>60 Points</td>
</tr>
</tbody>
</table>

Please note, detailed pricing point allocations are set out in Appendix C.

Points will be calculated - using a relative formula (i.e. by dividing that Proponent’s price into the lowest bid price) for each component of proposed pricing on the Rate Bid Form.

### 3.6 Category A – Translation Pricing Evaluation

Proponents shall complete its proposed Rates on two (2) delivery methods in Appendix C:

- Standard Delivery
• Rush Delivery

The evaluation and scoring of Rates for category A will occur in the following six (6) steps:

• Step 1 – evaluation and scoring of proposed Rate for the national Canadian languages.
• Step 2 – evaluation and scoring of proposed Rate for the other languages.
• Step 3 – evaluation and scoring of proposed Rate for the aboriginal languages.
• Step 4 – evaluation and scoring of proposed discount for translation memory.
• Step 5 – evaluation and scoring of proposed minimum order.
• Step 6 – a total of the results from steps 1 through to 5.

Each Proponent will receive a percentage of the total possible points allocated to price as set out above in Section 3.5.

The following is an EXAMPLE of how the evaluation and scoring of proposed pricing will occur for category A: Translation:

Category A - Step 1 – Evaluation of Proposed Rate for the National Canadian Languages (i.e. standard delivery, level 2 of quality control)

The below illustrates how points will be calculated for proposed pricing for standard Translation Services - using a relative formula (i.e. by dividing that Proponent’s price into the lowest bid price):

<table>
<thead>
<tr>
<th>EXAMPLE: Step 1 – National Canadian Languages (from English to French)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pricing Components</td>
</tr>
<tr>
<td>If Proponent 1 proposes the lowest price of $0.18 per word on Appendix C, that Proponent will receive 100% of the possible points.</td>
</tr>
<tr>
<td>If Proponent 2 proposes $0.20 per word that Proponent will receive the following points.</td>
</tr>
<tr>
<td>If Proponent 3 proposes $0.23 per word that Proponent will receive the following points.</td>
</tr>
</tbody>
</table>

The above process will occur for all proposed pricing for all national Canadian languages in category A.

Once the pricing evaluations and scores are complete, the scores will be totalled for all three (3) groups of languages. These totalled scores will be the scores used in Step 5.

For this example, OECM will be using the following hypothetical scores for pricing for category A:

• Proponent 1 = 7.50 points
• Proponent 2 = 8.20 points
• Proponent 3 = 6.30 points

Category A - Step 2 – Evaluation of Proposed Rate for the Other Languages (i.e. standard delivery, level 2 of quality control)

The below illustrates how points will be calculated for proposed pricing for standard delivery Translation Services - using a relative formula (i.e. by dividing that Proponent’s price into the lowest bid price):
The above process will occur for all proposed pricing for all other languages in category A.

Once the pricing evaluations and scores are complete, the scores will be totalled for all three (3) groups of languages. These totalled scores will be the scores used in Step 5.

For this example, OECM will be using the following hypothetical scores for pricing for category A:

- Proponent 1 = 28.20 points
- Proponent 2 = 25.30 points
- Proponent 3 = 25.70 points

**Category A - Step 4 – Evaluation of Proposed Discount for the Translation Memory (i.e. exact match)**

The below illustrates how points will be calculated for proposed minimum discount for an exact match - using a relative formula (i.e. by dividing highest percentage into the Proponent’s proposed minimum discount):

<table>
<thead>
<tr>
<th>Pricing Components</th>
<th>Calculation</th>
<th>Resulting Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Proponent 1 proposes the lowest price of $1.40 per word on Appendix C, that Proponent will receive 100% of the possible points.</td>
<td>$1.40 ÷ $1.40 x 0.17</td>
<td>0.13</td>
</tr>
<tr>
<td>If Proponent 2 proposes $1.30 per word that Proponent will receive the following points.</td>
<td>$1.10 ÷ $1.30 x 0.17</td>
<td>0.14</td>
</tr>
<tr>
<td>If Proponent 3 proposes $1.10 per word that Proponent will receive the following points.</td>
<td>$1.10 ÷ $1.10 x 0.17</td>
<td>0.17</td>
</tr>
</tbody>
</table>

The above process will occur for all proposed pricing for all aboriginal languages in category A.

Once the pricing evaluations and scores are complete, the scores will be totalled for all three (3) groups of languages. These totalled scores will be the scores used in Step 5.

For this example, OECM will be using the following hypothetical scores for pricing for category A:

- Proponent 1 = 2.80 points
- Proponent 2 = 3.10 points
- Proponent 3 = 4.20 points
EXAMPLE: Step 4 – Discount Translation Memory

<table>
<thead>
<tr>
<th>Pricing Components</th>
<th>Calculation</th>
<th>Resulting Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Proponent 3 proposes the highest minimum discount 75% per exact match on Appendix C, that Proponent will receive 100% of the possible points.</td>
<td>$0.75 \times 5$</td>
<td>5</td>
</tr>
<tr>
<td>If Proponent 1 proposes 68% per match that Proponent will receive the following points.</td>
<td>$0.68 \times 5$</td>
<td>4.53</td>
</tr>
<tr>
<td>If Proponent 2 proposes 61% per match that Proponent will receive the following points.</td>
<td>$0.61 \times 5$</td>
<td>4.07</td>
</tr>
</tbody>
</table>

The above process will occur for all proposed pricing for all of languages in category A.

Once the pricing evaluations and scores are complete, the scores will be totalled for all three (3) groups of languages. These totalled scores will be the scores used in Step 5.

For this example, OECM will be using the following hypothetical scores for pricing for category A:

- Proponent 1 = 6.10 points
- Proponent 2 = 7.20 points
- Proponent 3 = 8.30 points

**Category A - Step 5 – Evaluation of Proposed Minimum Order**

The below illustrates how points will be calculated for proposed minimum orders - using a relative formula (i.e. dividing that Proponent’s minimum order into the lowest bid minimum order):

<table>
<thead>
<tr>
<th>Pricing Components</th>
<th>Calculation</th>
<th>Resulting Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Proponent 2 proposes the lowest minimum order of $0 on Appendix C, that Proponent will receive 100% of the possible points.</td>
<td>$0.00 \times 3$</td>
<td>3 *</td>
</tr>
<tr>
<td>If Proponent 3 proposes $10 that Proponent will receive the following points.</td>
<td>$0.00 \times 10 \times 3$</td>
<td>0</td>
</tr>
<tr>
<td>If Proponent 1 proposes $12 per match that Proponent will receive the following points.</td>
<td>$0.00 \times 12 \times 3$</td>
<td>0</td>
</tr>
</tbody>
</table>

*Proponents entering $0.00 in any cell on any Appendix C, are deemed to mean that the particular Service, will be provided to the Client at no charge/no fee for the Term of the Agreement. Therefore when evaluating and scoring the Rates, the Proponent shall receive the maximum points allocated to that particular item.

For this example, OECM will be using the following hypothetical scores for pricing for category A:

- Proponent 1 = 0 points
- Proponent 2 = 3 points
- Proponent 3 = 0 points

**Category A - Step 6 – A Total of Resulting Scores from Steps 1 through to 5:**

The below illustrates how points will be totaled from steps 1 through to 5 inclusive:

<table>
<thead>
<tr>
<th>Pricing Evaluation Step</th>
<th>Pricing Components</th>
<th>Proponent 1</th>
<th>Proponent 2</th>
<th>Proponent 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>National Canadian languages</td>
<td>7.50</td>
<td>8.20</td>
<td>6.30</td>
</tr>
<tr>
<td>2</td>
<td>Other languages</td>
<td>28.20</td>
<td>25.30</td>
<td>25.70</td>
</tr>
<tr>
<td>3</td>
<td>Aboriginal languages</td>
<td>2.80</td>
<td>3.10</td>
<td>4.20</td>
</tr>
<tr>
<td>4</td>
<td>Translation Memory Discount</td>
<td>6.10</td>
<td>7.20</td>
<td>8.30</td>
</tr>
</tbody>
</table>
In this example, Proponent 2 would be the highest scoring proponent for Stage III - Pricing; Proponent 1 would be the second highest scoring Proponent for Stage III – Pricing; and Proponent 3 would be the third highest scoring Proponent for Stage III - Pricing.

The same calculations will occur for all Proposals who have successfully passed Stage I and Stage II in category A.

3.7 Category B – Interpretation Pricing Evaluation

Proponents shall complete its proposed Rates, which will be applicable for the Zones the Proponent is submitting a Proposal, on three (3) Service deliveries in Appendix C:

- Consecutive in-person Services.
- Simultaneous in-person Services.
- Consecutive remote Services.
- Equipment rental.

Please see detailed instructions in Appendix C.

The evaluation and scoring of Rates for category B will occur in the following five (5) steps:

- Step 1 – evaluation and scoring of proposed Rate for consecutive in-person Services.
- Step 2 – evaluation and scoring of proposed Rate for simultaneous in-person Services.
- Step 3 – evaluation and scoring of proposed Rate for consecutive remote Services.
- Step 4 – evaluation and scoring of proposed Rate for the equipment rental.
- Step 5 – a total of the results from steps 1 through to 4.

Each Proponent will receive a percentage of the total possible points allocated to price as set out above in Section 3.5.

The following is an EXAMPLE of how the evaluation and scoring of proposed pricing will occur for category B – Interpretation for Central Zone:

### Category B - Step 1 – Evaluation of Proposed Rate for In-Person Consecutive Services

The below illustrates how points will be calculated for proposed pricing for Interpretation in-person consecutive Services using a relative formula (i.e. by dividing that Proponent’s price into the lowest bid price):

<table>
<thead>
<tr>
<th>Pricing Components</th>
<th>Calculation</th>
<th>Resulting Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Proponent 1 proposes the lowest price of $50 per hour to provide in-person consecutive Interpretation Services.</td>
<td>$50 ÷ $50 x 20</td>
<td>20</td>
</tr>
<tr>
<td>If Proponent 2 proposes $55 per hour that Proponent will receive the following points</td>
<td>$50 ÷ $55 x 20</td>
<td>18.18</td>
</tr>
<tr>
<td>If Proponent 3 proposes $60 per hour that Proponent will receive the following points.</td>
<td>$50 ÷ $60 x 20</td>
<td>16.67</td>
</tr>
</tbody>
</table>

The above process will occur for all proposed pricing for all components for category B.

Once the pricing evaluations and scores are complete, the scores will be totalled for all three (3) groups of languages. These totalled scores will be the scores used in Step 5.
For this example, OECM will be using the following hypothetical scores for pricing for category B:

- Proponent 1 = 24.50 points.
- Proponent 2 = 26.30 points.
- Proponent 3 = 27.20 points.

**Category B - Step 2 – Evaluation of Proposed Rate for In-Person Simultaneous Services**

The below illustrates how points will be calculated for proposed pricing for Interpretation in-person consecutive Services using a relative formula (i.e. by dividing that Proponent’s price into the lowest bid price):

<table>
<thead>
<tr>
<th>Pricing Components</th>
<th>Calculation</th>
<th>Resulting Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Proponent 2 proposes the lowest price of $20 per hour to provide in-person simultaneous Interpretation Services.</td>
<td>$20 ÷ $20 x 5</td>
<td>5</td>
</tr>
<tr>
<td>If Proponent 1 proposes $22 per hour that Proponent will receive the following points</td>
<td>$20 ÷ $22 x 5</td>
<td>4.5</td>
</tr>
<tr>
<td>If Proponent 3 proposes $23 per hour that Proponent will receive the following points.</td>
<td>$20 ÷ $23 x 5</td>
<td>4.35</td>
</tr>
</tbody>
</table>

The above process will occur for all proposed pricing for all components for category B.

Once the pricing evaluations and scores are complete, the scores will be totalled for all three (3) groups of languages. These totalled scores will be the scores used in Step 5.

For this example, OECM will be using the following hypothetical scores for pricing for category B:

- Proponent 1 = 5.30 points.
- Proponent 2 = 7.20 points.
- Proponent 3 = 6.10 points.

**Category B - Step 3 – Evaluation of Proposed Rate for Consecutive Remote Services**

The below illustrates how points will be calculated for proposed pricing for consecutive remote Interpretation Services using a relative formula (i.e. by dividing that Proponent’s price into the lowest bid price):

<table>
<thead>
<tr>
<th>Pricing Components</th>
<th>Calculation</th>
<th>Resulting Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Proponent 2 proposes the lowest price of $1 per minute to provide remote Interpretation Services.</td>
<td>$1 ÷ $1 x 6</td>
<td>6</td>
</tr>
<tr>
<td>If Proponent 3 proposes $1.50 per minute that Proponent will receive the following points</td>
<td>$1 ÷ $1.50 x 6</td>
<td>4</td>
</tr>
<tr>
<td>If Proponent 1 proposes $2.20 per minute that Proponent will receive the following points.</td>
<td>$1 ÷ $2.20 x 6</td>
<td>2.73</td>
</tr>
</tbody>
</table>

The above process will occur for all proposed pricing for all components for category B.

Once the pricing evaluations and scores are complete, the scores will be totalled for all three (3) groups of languages. These totalled scores will be the scores used in Step 5.

For this example, OECM will be using the following hypothetical scores for pricing for category B:

- Proponent 1 = 10.30 points
- Proponent 2 = 8.10 points
- Proponent 3 = 5.60 points

**Category B - Step 4 – Evaluation of Proposed Rate for the Equipment Rental**
The below illustrates how points will be calculated for proposed pricing (including delivery) for the equipment rental using a relative formula (i.e. by dividing that Proponent’s price into the lowest bid price):

**EXAMPLE: Step 4 – Equipment Rental (i.e. radio transmitter)**

<table>
<thead>
<tr>
<th>Pricing Components</th>
<th>Calculation</th>
<th>Resulting Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Proponent 2 proposes the lowest price of $50.00 per day rental for a radio transmitter on Appendix C.</td>
<td>$50÷ $50 x 0.71</td>
<td>0.71</td>
</tr>
<tr>
<td>If Proponent 3 proposes $52.00 per day rental for a radio transmitter on Appendix C that Proponent will receive the following points</td>
<td>$50÷ $52 x 0.71</td>
<td>0.68</td>
</tr>
<tr>
<td>If Proponent 1 proposes $53.00 per day rental for a radio transmitter on Appendix C that Proponent will receive the following points.</td>
<td>$50÷ $53 x 0.71</td>
<td>0.67</td>
</tr>
</tbody>
</table>

The above process will occur for all proposed pricing for all components for category B.

Once the pricing evaluations and scores are complete, the scores will be totalled for all three (3) groups of languages. These totalled scores will be the scores used in Step 5.

For this example, OECM will be using the following hypothetical scores for pricing for category B:

- Proponent 1 = 2.10 points.
- Proponent 2 = 1.30 points.
- Proponent 3 = 2.80 points.

**Category B - Step 5 – A total of Resulting Scores from Steps 1 to 4:**

The below illustrates how points will be totaled from steps 1 through 4 inclusive:

**EXAMPLE: Step 5 – Total Resulting Scores from Steps 1 to 4**

<table>
<thead>
<tr>
<th>Pricing Evaluation Step</th>
<th>Pricing Components</th>
<th>Proponent 1</th>
<th>Proponent 2</th>
<th>Proponent 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Consecutive in-person Services</td>
<td>24.50</td>
<td>26.30</td>
<td>27.20</td>
</tr>
<tr>
<td>2</td>
<td>Simultaneous in-person Services</td>
<td>5.30</td>
<td>7.20</td>
<td>6.10</td>
</tr>
<tr>
<td>3</td>
<td>Consecutive Remote Services</td>
<td>10.30</td>
<td>8.10</td>
<td>5.60</td>
</tr>
<tr>
<td>4</td>
<td>Equipment Rental</td>
<td>2.10</td>
<td>1.30</td>
<td>2.80</td>
</tr>
<tr>
<td>5</td>
<td>Total:</td>
<td>42.20</td>
<td>42.90</td>
<td>41.70</td>
</tr>
</tbody>
</table>

In this example, Proponent 2 would be the highest scoring proponent for Stage III - Pricing; Proponent 1 would be the second highest scoring Proponent for Stage III – Pricing; and Proponent 3 would be the third highest scoring Proponent for Stage III - Pricing.

The same calculations will occur for all Proposals who have successfully passed Stage I and Stage II in category B.

**3.8 Category C –ASL Interpretation Pricing Evaluation**

Proponents shall complete proposed Rates, which will be applicable for all Zones the Proponent is submitting a Proposal, on two (2) Service deliveries in Appendix C:

- In-person ASL Interpretation Services
- Video conferencing Services

Please see detailed instructions in Appendix C.
The evaluation and scoring of Rates for category C will occur in the following three (3) steps:

- Step 1 – evaluation and scoring of proposed Rate for in-person Services
- Step 2 – evaluation and scoring of proposed Rate for video conferencing Services
- Step 3 – a total of the results from steps 1 through to 3.

Each Proponent will receive a percentage of the total possible points allocated to price as set out above in Section 3.5.

The following is an EXAMPLE of how the evaluation and scoring of proposed pricing will occur for category C - ASL in North West Zone:

**Category C - Step 1 – Evaluation of Proposed Rate for In-Person Services**

The below illustrates how points will be calculated for proposed pricing for ASL in-person Services using a relative formula (i.e. by dividing that Proponent’s price into the lowest bid price):

<table>
<thead>
<tr>
<th>Pricing Components</th>
<th>Calculation</th>
<th>Resulting Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Proponent 1 proposes the lowest price of $60.00 per hour to provide in-person ASL Services.</td>
<td>$60 ÷ $60 x 30</td>
<td>30</td>
</tr>
<tr>
<td>If Proponent 2 proposes $63.00 per hour that Proponent will receive the following points</td>
<td>$60 ÷ $63 x 30</td>
<td>28.57</td>
</tr>
<tr>
<td>If Proponent 3 proposes $65.00 per hour that Proponent will receive the following points.</td>
<td>$60 ÷ $65 x 30</td>
<td>27.69</td>
</tr>
</tbody>
</table>

The above process will occur for all proposed pricing for all components for category C.

Once the pricing evaluations and scores are complete, the scores will be totalled for all three (3) groups of languages. These totalled scores will be the scores used in Step 5.

For this example, OECM will be using the following hypothetical scores for pricing category C:

- Proponent 1 = 32.10 points
- Proponent 2 = 25.20 points
- Proponent 3 = 36.10 points

**Category C - Step 2 – Evaluation of Proposed Rate for Video Conferencing Services**

The below illustrates how points will be calculated for proposed pricing for ASL video conferencing Services using a relative formula (i.e. by dividing that Proponent’s price into the lowest bid price):

<table>
<thead>
<tr>
<th>Pricing Components</th>
<th>Calculation</th>
<th>Resulting Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Proponent 2 proposes the lowest price of $15.00 per hour to provide video ASL Services.</td>
<td>$15 ÷ $15 x 10</td>
<td>10</td>
</tr>
<tr>
<td>If Proponent 3 proposes $20.00 per hour that Proponent will receive the following points</td>
<td>$15 ÷ $20 x 10</td>
<td>7.5</td>
</tr>
<tr>
<td>If Proponent 1 proposes $28.00 per hour that Proponent will receive the following points.</td>
<td>$15 ÷ $28 x 10</td>
<td>5.36</td>
</tr>
</tbody>
</table>

**Category C - Step 3 – A total of Resulting Scores from Steps 1 to 2:**

The below illustrates how points will be totaled from steps 1 through to 2 inclusive:
### Pricing Evaluation

<table>
<thead>
<tr>
<th>Pricing Evaluation Step</th>
<th>Pricing Components</th>
<th>Proponent 1</th>
<th>Proponent 2</th>
<th>Proponent 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>In-person Services</td>
<td>32.10</td>
<td>25.20</td>
<td>36.10</td>
</tr>
<tr>
<td>2</td>
<td>Video Services</td>
<td>5.36</td>
<td>10.00</td>
<td>7.50</td>
</tr>
<tr>
<td>3</td>
<td>Total:</td>
<td>37.46</td>
<td>35.20</td>
<td>43.60</td>
</tr>
</tbody>
</table>

In this example, Proponent 3 would be the highest scoring proponent for Stage III - Pricing; Proponent 1 would be the second highest scoring Proponent for Stage III – Pricing; and Proponent 2 would be the third highest scoring Proponent for Stage III - Pricing.

The same calculations will occur for all Proposals who have successfully passed Stage I and Stage II in category C.

#### 3.9 Stage IV – Cumulative Score

At the conclusion of Stage III, the scores from Stages II and III will be added for each Service category (and Zone, if applicable) and, subject to the express and implied rights of OECM, the highest scoring Proponent will become the Preferred Proponent and invited to enter into discussions to finalize the terms of the Agreement, attached in Appendix A – as set out in Section 1.9.

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

#### 3.10 Stage V - Tie Break Process

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

#### 3.11 Agreement Execution

The Preferred Proponent will have up to fifteen (15) days after being notified of the award to sign the Agreement.

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

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

#### 3.12 Agreement Launch and Marketing

OECM will promote the use of the Agreement with Clients as set out in Section 1.10.

Shortly after the Agreement has been awarded, the Supplier will be expected to meet with OECM, as and when required, to discuss an effective collaborative Agreement launch approach.

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

[End of Part 3]
PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 RFP Timetable

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date of RFP:</td>
<td>October 26, 2012</td>
</tr>
<tr>
<td>Proponent Information Session:</td>
<td>3:00pm on November 1, 2012</td>
</tr>
<tr>
<td>Proponent Deadline for Questions:</td>
<td>5:00pm November 7, 2012</td>
</tr>
<tr>
<td>Deadline for Issuing Addenda:</td>
<td>November 9, 2012</td>
</tr>
<tr>
<td>Proponent Deadline for Questions Pertaining to Issued Addenda only:</td>
<td>5:00pm on November 14, 2012</td>
</tr>
<tr>
<td>Deadline for Issuing Final Addenda:</td>
<td>November 16, 2012</td>
</tr>
<tr>
<td>Proposal Submission Deadline:</td>
<td>2:00:00pm on November 28, 2012</td>
</tr>
<tr>
<td>Anticipated Agreement Start Date:</td>
<td>January, 2013</td>
</tr>
</tbody>
</table>

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

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

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

4.1.2 Proponent Information Session

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

Proponents wishing to attend should register, noting its full legal name and the names of the representatives by emailing the RFP Coordinator prior to 1:00pm on November 1, 2012. Access to the teleconference and any applicable information will be emailed to the registered Proponents.

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

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

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

4.1.3 Proponents to Follow Instructions

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

4.1.4 Proposals in English

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

4.1.5 OECMs Information in RFP Only an Estimate

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

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

4.1.6 Proponent's Costs

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

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

4.2 Communication after RFP Issuance

4.2.1 RFP Coordinator Contact Information

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

- Name: Agnes Tijet
  Title: Sourcing Specialist
  Email: agnes.tijet@oecm.ca

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

- Any employee or agent of OECM (other than the RFP Coordinator).
- Any member of OECM’s governing body (such as Board of Governors, Board of Directors, or advisors).
- Any employee, consultant or agent of the OECM’s Clients as it related to this RFP.
- Any elected official of any level of government, including any advisor to any elected official.
- Any member of the Client (such as Board of Governors, Board of Directors, or advisors).

4.2.2 Proponents to Review RFP

Proponents shall promptly examine this RFP and:

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

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

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

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

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

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

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

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

4.2.3 Proponent to Notify

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

Proponents shall not:

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

4.2.4 All New Information to Proponents by way of Addenda

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

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

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

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

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

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

4.3.1 General

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

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

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

Submission address:

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

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

4.3.2 Proposal Submission Requirements

Proposals must be submitted in accordance with the instructions set out in this RFP in two (2) separate sealed packages, regardless of the number of Service categories being proposed as set out below.

Package 1 must include:

- One (1) completed and signed Appendix B - Form of Offer.
- One (1) completed and signed Appendix F – Consortium Information (if applicable).

Package 1 should include for the specific Service category being proposed:

- The entire Proposal related to the Service category being proposed and other (non-mandatory) information such as:
  - Appendix D – Reference Form,
  - Appendix E – Rated Requirements:
    - Category A – Translation – Appendix E1.
    - Category B – Interpretation – Appendix E2.
    - Category C – ASL – Appendix E3.
  - Appendix I – Language Requirements for Translation.
  - Appendix J – Language Requirements for Interpretation.
  - Appendix K – Language Requirements for American Sign Language.

Please note: no pricing information shall be included in package 1.

Package 2 must include:

- A completed Appendix C – Rate Bid Form for each specific Service category being proposed:
  - Category A – Translation - Appendix C1.
  - Category B – Interpretation - Appendix C2.
  - Category C – ASL - Appendix C3.
### Requirements

<table>
<thead>
<tr>
<th>Requirements</th>
<th>Submit the following quantities in each Package:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Package 1 – Proposal</td>
<td>Package 2 – Rate Bid Form</td>
</tr>
<tr>
<td>Original (bound)</td>
<td>1</td>
</tr>
<tr>
<td>Photocopies (bound)</td>
<td>4</td>
</tr>
<tr>
<td>Photocopy (unbound)</td>
<td>1</td>
</tr>
<tr>
<td>Electronic copy (searchable and not locked)</td>
<td>1</td>
</tr>
</tbody>
</table>

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

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

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

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

#### 4.3.3 Other Proposal Considerations

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

- All pages should be numbered.
- Any embedded literature links within a Proposal should be a direct link to the Services page rather than the Proponent’s main website. Where literature links are not possible, a PDF document may also be incorporated within the Proposal. Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored.
- The Appendices provided, as appropriate, should be used for completing the Proposal.
- Completely address, on a point-by-point basis, each rated requirement identified in Appendix E and the Proposal should be complete in all respects.
- Adhere to the proposal format requirements described above.
- Respond to the requirements in the applicable Appendices, or as may be directed in this RFP.

#### 4.3.4 Proposal Receipt by OECM

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

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

#### 4.3.5 Withdrawal of Proposal

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

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

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

OECM has no obligation to return amended Proposals.

4.3.7 Completeness of Proposal

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

4.3.8 Proposals Retained by OECM

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

4.3.9 Proposal Irrevocability

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

4.3.10 Acceptance of RFP

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

4.3.11 Amendments to RFP

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

4.3.12 Proposals will not be Opened Publicly

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

4.3.13 Clarification of Proposals

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

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

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

4.3.14 Verification of Information

OECM shall have the right, in its sole discretion, to:
• Verify any Proponent’s statement or claim made in its Proposal or made subsequently in a clarification, interview, site visit, oral presentation, demonstration, or discussion by whatever means OECM may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Proponent statement or claim, if such statement or claim or its Proposal is patently unwarranted or is questionable, which can result in changes to the Proponent's score in rated requirements.

• Access the Proponent’s premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and OECM shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. OECM and the Proponent shall each bear its own costs in a connection with access to OECM’s premises.

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

4.3.15 Proposal Acceptance

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

4.3.16 RFP Incorporated into Proposal

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

4.3.17 Exclusivity of Contract

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

4.3.18 Substantial Compliance

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

4.3.19 No Publicity or Promotion

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

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

4.4 Execution of Agreement, Notification and Debriefing

4.4.1 Selection of Proponent

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

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

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

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

4.4.3 Notification to Other Proponents of Outcome of RFP Process

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

4.4.4 Debriefing

Not later than sixty (60) Days following the date of posting of an Agreement award notification in respect of the RFP, a Proponent may contact the RFP Coordinator requesting a debriefing from OECM.

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

OECM will not disclose submission information from other Proponents.

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

4.4.5 Bid Dispute Resolution

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

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

A protest in writing shall include the following:

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

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

4.5 Prohibited Communications, Confidential Information and FIPPA

4.5.1 Confidential Information of OECM

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

- Remains the property of OECM and shall be removed from OECMs premises only with the prior written consent of OECM.
Must be treated as confidential and shall not be disclosed except with the prior written consent of OECM.

Must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement.

Must be returned to OECM upon request.

4.5.2 Confidential Information of the Proponent

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

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

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

4.5.3 Proponent's Submission

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

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

4.5.4 Personal Information

Personal Information shall be treated as follows:

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

- Use – Any personal information as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5 that is requested from a Proponent by OECM shall only be used to select the qualified individuals to undertake the Services and to confirm that the work performed is consistent with these qualifications.

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

4.5.5 Non-Disclosure Agreement

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

4.5.6 Freedom of Information and Protection of Privacy Act

The Freedom of Information and Protection of Privacy Act (Ontario), applies to information provided by Proponents. A Proponent should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by OECM. The confidentiality of such information will be maintained by OECM, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.
By submitting a Proposal, including any Personal Information requested in this RFP, Proponents agree to the use of such information for the evaluation process, for any audit of this procurement process, and for contract management purposes.

4.5.7 Competition Act

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

4.5.8 Trade Agreements

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

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

4.5.9 Intellectual Property

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

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:

- Make public the names of any or all Proponents.
- 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 OECMs 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.
- Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in OECMs sole and absolute discretion.
- Verify with any Proponent or with a third party any information set out in a Proposal, as described in Section 4.3.14.
- Check references other than those provided by Proponents.
- Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with OECM impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP.
- Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached a contract with OECM, or has otherwise failed to perform such contract to the reasonable satisfaction of OECM, the Proponent has been charged or convicted of an offence in respect of a
contract with OECM, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM.

- 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.

- 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.

- Accept or reject a Proposal if only one (1) Proposal is submitted.

- Reject a subcontractor proposed by a Proponent within a consortium.

- Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM.

- Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
  - OECM determines it would be in the best interest of OECM not to award an Agreement,
  - the Proposal prices exceed the bid prices received by OECM for Services acquired of a similar nature and previously done work,
  - the Proposal prices exceed the costs OECM or its Clients would incur by doing the work, or most of the work, with its own resources,
  - the Proposal prices exceed the funds available for the Services, or
  - 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.

- Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal, and

- reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM or is otherwise engaged in a dispute with OECM.

By submitting a Proposal, the Proponent authorizes the collection by OECM of the information identified in this RFP, which OECM may request from any third party.

4.6.2 Rights of OECM – Preferred Proponent

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

- Extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, OECM may, in its sole discretion, terminate the discussions.

- Exclude the Preferred Proponent from further consideration and begin discussions with the next highest scoring Proponent without becoming obligated to offer to negotiate with all Proponents.

- Exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP and issuing a new RFP for the same or similar Services.
OECM may also cancel this RFP in the event the Preferred Proponent fails to obtain any of the permits, licences, and approvals required pursuant to this RFP.

4.6.3 No Liability

The Proponent agrees that:

- Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.

- It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis.

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

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

4.6.4 Assignment

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

4.6.5 Entire RFP

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

4.6.6 Priority of Documents

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

4.6.7 Governing Law

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

[End of Part 4]