

Request for Proposal Transfer Course Evaluation System & Syllabus Solution

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1. BACKGROUND

1.1. About ONCAT

Established in 2011, the Ontario Council on Articulation and Transfer (ONCAT) was created to enhance academic pathways and reduce barriers for students looking to transfer among Ontario's public colleges and universities, and Indigenous Institutes.

ONCAT aims to enhance student pathways and reduce barriers for students looking to transfer. Working with our network of Ontario's 45 colleges and universities, Indigenous Institutes, students, government, guidance counsellors, as well as other stakeholders provincially and nationally, ONCAT is building a culture and understanding of transfer so that students can pursue a more seamless and affordable postsecondary education.

Alongside our members and stakeholders, we do this by:

- developing and maintaining the student-facing website ONTransfer.ca, used to connect current and prospective students to transfer opportunities;
- supporting and funding academic projects aimed at creating and expanding credit transfer pathways and improving our understanding of student mobility and the student transfer experience;
- engaging Ontario's regions and communities through facilitated groups;
- collecting credit transfer data and sharing resources; and
- hosting events that bring together credit transfer experts from across the province.

ONCAT is funded by the Government of Ontario.

1.2. About ONTransfer.ca

ONTransfer.ca is an online service offered by ONCAT that provides searching functionality for students and stakeholders to explore program pathways and course equivalencies across postsecondary institutions ("Institutions"). Ongoing collaboration and data initiatives with Ontario institutions allow for informative search results and assistance in student mobility.

ONTransfer.ca includes two types of searches for students interested in transferring between any of Ontario's public colleges and universities, and Indigenous Institutes.

- Program Pathways
(<https://search.ontransfer.ca>); and
- Course Transfers (C2C Search)
(https://ontransfer.ca/i/ontransfer+search_course_transfers)

Both searches have a backend for managing data and a front end for student searches.

In addition to online search features, ONTransfer.ca connects institutional partners to each other and to prospective transfer students through published institutional resources, marketing and advertising campaigns, committees and student engagement programs, and fairs and conferences held at various times of the year.

The scope of this RFP is limited to the C2C Search backend.

1.3. About the C2C Search

The C2C Search is a customized off-the-shelf product. It has been in use since 2014. It has a customized back end (skin, accessibility, language, and unique data types for ONCAT). It also provides customized APIs used to build the frontend search with a custom user interface and experience (UI/UX) that conforms with ONCAT's and Ontario Government branding, accessibility, and language requirements.

Due to lack of improvements over the last 8 years, the course-to-course search tool no longer meets our requirements.

2. IMPORTANT DETAILS

This Request for Proposal (“RFP”) invites you (“Vendor” or “Bidder”) to submit a proposal (“Proposal” or “Bid”) to replace or improve the C2C Search using your Transfer Course Evaluation System & Syllabus Solution (“Product”) configured, customized, and supported according to the requirements set out herein (“Project” or “Deliverables”).

2.1. Instructions

Read the RFP carefully and follow all the instructions in [Section 4](#).

2.2. Timetable

Issue Date	JANUARY 25, 2023, at 4:00 PM EST.
Deadline for Expression of Interest	MARCH 31, 2023, at 4:00 PM EST.
Deadline for Questions	APRIL 11, 2023, at 4:00 PM EST.
Deadline for Issuing Addenda	APRIL 19, 2023, at 4:00 PM EST.
RFP Closing Date and Time (Deadline for Proposal Submission)	APRIL 28, 2023, at 4:00 PM EST.
Presentation and Demonstrations	To Be Determined.

Bids are irrevocable for 120 days after the RFP Closing Date and Time.

2.3. Contact

All contact with ONCAT regarding this RFP should be by email only with the ONCAT Contact: **IT@oncat.ca**

All emails to the ONCAT Contact will be deemed received once the recipient has replied confirming receipt.

3. REQUIREMENTS

3.1. Goal

The overarching goal of the Project is to refresh the C2C Search using an existing product to improve functionality and useability for institutional partners and ONCAT, and to have a flexible system that can be enhanced over time.

3.2. Product

3.2.1. Currently in Use

Product must be an existing course equivalency database product that is currently being used to manage course equivalencies.

3.2.2. Fully Owned

The Product must be fully owned by the Vendor. The Product can have third-party, open source, or commercial component dependencies, but they must be disclosed in the Vendor's Proposal.

3.2.3. Local Installation or SaaS

The Product can be delivered as a software license for local installation or a software-as-a-service agreement (SaaS) available on the cloud.

3.3. User Stories

The Vendor must request from ONCAT, as instructed in [Section 4.2](#), the *C2C Search User Story Rubric* which forms an integral part of this RFP and which provides user stories that help to illustrate many of the requirements herein.

3.4. Data

3.4.1. Supports Current Data

The Product must be able to store, interpret, and process all the data currently in the C2C Search such as courses, course details, course equivalencies, institutions, and users.

Some examples of current course equivalencies include:

- one course to one course;
- one course to many courses;
- many courses to one course;
- course equivalencies specific to the program the student is entering at the receiving institution;
- non-equivalent courses;
- expired (archived) course equivalencies; and
- conditional equivalencies.

3.4.2. Languages

At minimum, the Product must be able to store, process (e.g., search), and interpret data using international character sets (i.e., Unicode).

3.4.3. Syllabi

The Product must store course syllabi. Multiple syllabi need to be attached for each course, evaluation, or calendar. Meta data needs to be attached to each syllabus so that course syllabi can be searched.

3.4.4. PESC Codes

The Product must store PESC Codes.

3.4.5. Campus

The Product should support equivalencies based on the institution campus at which the course is offered.

3.4.6. Course Versions

The Product should track course versions to minimize data entry when course names and numbers change and provide a record of same.

3.4.7. External Equivalencies

The Product must support equivalencies with institutions outside of Ontario and/or Canada.

3.4.8. Glossary

The Product should have a glossary of terms that ONCAT can manage. The terms should be flagged with a tool tip in the backend and should be available to the frontend via the frontend API (see 3.6.1 below).

3.4.9. Read-Only Database Access

The Product must allow ONCAT to directly query (read-only) all the data in the Product database (e.g., via SQL scripts) or provide some other way for ONCAT to query the data in real-time or near real-time.

3.4.10. Custom Fields

The Product should be flexible enough to accommodate various types of custom fields (in addition to the fields which the Vendor's product normally provides) that will allow institutions to store their own unique course equivalency data (e.g., language, version, date, comments, lab/no lab flag, legacy course and/or institution codes, syllabi meta data, etc.).

3.4.11. Exporting

The Product must provide flexible end user functionality to export equivalencies and related data, such as courses, programs, institutions, and users so that ONCAT or institutions can easily use the data outside of the Product.

3.4.12. Flexibility

Equivalency Data. The Product must support complex course equivalencies and/or must be flexible enough to elegantly accommodate unique course equivalencies of Institutions and have scalable properties that increase the chances of it being able to accommodate unforeseen data and features in the future.

User Profile Data. The Product must store user profile data for ONCAT and institution users in a way that is compatible with ONCAT's requirements and is mutable and future proof.

3.5. Backend

The Product must have a backend that allows ONCAT and Institutions to manage all data including institutions, equivalencies, equivalency evaluations and syllabi.

3.5.1. User Interface

Skin. The Product must have some ability to customize the skin, color, or branding of the backend user interface.

Language. The Product's user interface must be English. A French user interface is not required.

Accessibility. The Product must comply with the Accessibility for Ontarians with Disabilities Act (AODA), specifically its Information and Communication Standards which currently requires compliance with World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0, at Level AA.

For more information, please see the following:

- AODA:
<https://www.ontario.ca/laws/statute/05a11>
- Information and Communication Standards:
<https://www.ontario.ca/laws/regulation/110191#BK35>
- WCAG:
<https://www.w3.org/WAI/WCAG21/quickref/>

3.5.2. Users and Roles

The Product must support users organized into groups with roles that provide tiered access to the Product's functions and data. ONCAT users should have access to all data, configurations, and settings, and be able to manage all users, while institution users should have no access to system configuration and settings, be able to access only their own data, and be able to manage only their own users and settings. Contact details, such as names and email addresses, must be stored for every user.

More specifically, the Product needs to support the following users and groups.

ONCAT Users

- ONCAT Super User. View, edit, delete all data and all configuration and settings

- ONCAT Administrator. No access to system configuration or settings, but has access to all data and own settings, except for certain privacy related data

Institution Users

- Institution Administrator. Access to all institution data, users, and settings
- Program Coordinator. Restrictions to data and users and own settings
- Subject Matter Expert. Same as Program Coordinator except no access to users and some restrictions to data

3.5.3. Data Maintenance

Add, Edit, Delete. The Product must allow institutions to maintain data, including adding, editing, deleting, or expiring key data such as institutions, programs, courses, equivalencies, course syllabi/outlines, credentials, programs, campus codes, terms, and contacts.

Minimize Re-Entry of Data. The Product should keep a history of changes to a course and connect previous decision to the new course name and connect previous version to the new number so that equivalency information need not be re-entered.

Validation Logic. The Product's data maintenance forms should have validation logic where appropriate to avoid entry of incorrect data such as checking for duplicates and required field.

Bulk Load. The Product must have comprehensive bulk load, direct connection, or synchronization capabilities so that institutions that have a Student Information System (SIS) can easily move equivalencies and related data, such as courses, programs, institutions, from their system into the Product database. Bulk loaded data should be identifiable as such to be distinguished from data managed via the user interface and locked if needed on a per Institution/Campus basis so that the bulk loaded data remains authoritative. Additionally, institution information (e.g., PESC list) can be easily bulk uploaded.

3.5.4. Evaluation Workflow

The Product must have workflow functionality that allows ONCAT and Institutions to collaboratively create equivalencies using an evaluation process that includes:

- creating evaluation requests (each with a unique evaluation request ID) that are sent to Institutions for evaluation;
- controlling the number of evaluation requests that Institutions receive and from whom they receive them;
- adding comments, questions, and answers to each evaluation;
- timestamping evaluations with due dates or effective dates;
- reviewing requests and acting on them without logging in;
- creating new institutions in a standardized way;
- converting equivalency evaluations into equivalencies and have the ability for them to appear or not appear on the front-end (via the API); and
- correcting mistakes made during the evaluation process by overwriting completed evaluations.

The evaluation workflow must also have notification features such as:

- email notifications with links to evaluations to initiate and action evaluation requests;
- combining multiple evaluation request notifications into one periodic request (daily or weekly);
- notification of outstanding evaluation tasks and ability to resend evaluation events that are outstanding; and
- notification based on expiry dates or review dates sent to relevant parties.

The workflow must allow evaluations that are in progress to be saved.

Users should be able to access certain quick workflow tasks (such as evaluations) without logging in.

Comparisons. The Product should facilitate comparisons of equivalency decisions.

Bulk Uploads. The Product should allow institutions to upload one or more evaluation records from their systems.

3.5.5. Communication

ONCAT and Institutions should be able to create messages that can be easily sent to individuals or groups of users and appear in their dashboards based on their role.

3.5.6. Searching

The Product's backend should have powerful and flexible search options that combine database fields for searching equivalencies and evaluations, then ideally allow users to save the search options in their account profile for future use.

3.5.7. Reporting and Dashboard

Reporting

The Product must have useful reporting capabilities for ONCAT and for institutions.

Existing Equivalencies. Reports on equivalencies in the system.

Potential or Implied Equivalencies. Report of any potential or implied equivalencies that exist in the database. For example: (a) if Western has accepted a Brock course as equivalent to a Western course, it would be useful for Brock to know that it could consider establishing the reciprocal equivalency (Reciprocity); or (b) if Western's Course A is equivalent to Seneca's Course B, and Seneca's Course B is equivalent to York's Course C, then it would be useful for Western and York to know of the potential or implied equivalency between Western's Course A and York's Course C (Triangulation).

Denied Equivalences. Reports on equivalency evaluations that have been denied.

All Equivalencies for Each Course. Reports to show all course equivalency decisions for a course.

Credential and Program Connections. Reports that identify if a course is offered for a particular credential type or required for a particular program.

User Activity. Reports on user activity (when or how often users have logged in and what they have done).

Dashboard

The Product should have a dashboard that provides summary information based on the user's role at-a-glance. For example:

- evaluation requests listed/counted/sorted/grouped by status, dates, institution;

- summary of outstanding program requests;
- number of equivalencies by institution;
- questions and answers;
- communication from ONCAT; and
- links to reports to which users have access.

3.6. Frontend

3.6.1. API Only

Product must allow for secure consumption (reading) of all data and functionality using APIs so that a frontend interface, customized according to ONCAT's and Ontario's requirements for branding, accessibility, and language can be developed for ONTransfer.ca by external third-party developers.

3.7. Performance

The Product must:

- have excellent actual and perceived performance with low latency, reduced load times, optimized rendering of assets, and a smooth user interface;
- be compatible across all modern browsers; and
- its APIs should operate without bottlenecks or other hinderances.

If the Product is cloud-based, it must operate in a secure hosting environment with high reliability and availability. The servers used for the infrastructure must physically residing in Canada and no data may be transferred outside of Canada.

3.8. Security

The Product (including all its APIs) must use an encryption protocol such as TLS 1.2 or higher to ensure all data is transmitted securely. Sensitive data must be encrypted when stored (e.g., encryption at rest).

The Product's backend must be password protected and have a password retrieval function. If the Product provides Two-Factor Authentication (2FA), it should be optional for the user. Additionally, the Product should support Single sign-on (SSO) such as OAuth 2.0.

ONCAT should have super administrator access to be able to see all data, reporting, and configuration settings in the system.

The Product must have protection against the latest security threats, reasonably assumed to be within the scope of such a product, especially protection of students' personal data. Updates to the Product should close any new threats.

All aspects of the Project and Product must adhere to Canadian and Ontario privacy laws (e.g., Personal Information Protection and Electronic Documents Act (PIPEDA)) and resulting data transmission and residency requirements.

3.9. Professional Services

3.9.1. Discovery, Planning, and Analysis

The requirements herein are only for the purposes of estimating the scope and cost of the Project. The Vendor will be required to perform additional discovery, planning, and analysis to understand ONCAT's requirements with sufficient detail to propose exactly how the Product will be customized and data will be migrated to satisfy ONCAT's requirements before development or customization begins. The results of the discovery and analysis should be presented to ONCAT in a written technical/specifications document.

3.9.2. Customization

The Vendor will be responsible for all application or database programming, scripting, configuration, or other forms of development required to customize the Product.

3.9.3. Data Migration

The Vendor will be responsible for successfully moving, cleansing, and/or converting the C2C Search data for use in the Product.

The Vendor should follow a methodical data migration project lifecycle with planning, analysis and design, implementation, and closeout.

ONCAT will provide subject matter experts for the source C2C Search system and database.

The Vendor will be responsible for validating the migration results.

The C2C Search database currently contains approximately 260,000 active equivalencies, 1,830,000 inactive ones, and 10,000 declined evaluations.

3.9.4. Development Environments

The Vendor will be responsible for setting up and maintaining throughout the Project the necessary environments for development including development and staging servers.

3.9.5. Installation or Setup

The Vendor will be required to install the Product if it requires local installation. If the Product is a cloud product the Vendor will be responsible for all set up or configuration of the Product.

3.9.6. Knowledge Transfer

Documentation

The Product must have documentation for administrators on how to set up and maintain the Product and for users on how to use it. The front-end APIs, and any changes to them, must be well documented.

Training

The Vendor must provide ONCAT with live training via video conference which can be recorded by ONCAT for future use. Training for post-secondary institutions will not be required.

3.9.7. Maintenance and Support

Maintenance

Upgrades. The Product should benefit from future upgrades without resulting in any impact on the data and without causing any significant down time, be compatible with customizations of the Product that the Vendor performed, and not adversely affect the availability, functionality, or performance of the Product and its APIs.

Performing Upgrades. The Vendor must install, or assist ONCAT's local vendor to install, any upgrades to the Product, unless the Product is a cloud product in which case the Vendor will be responsible for performing all upgrades.

Technical Support

The Vendor must provide timely assistance to help ONCAT with any difficulties or problems encountered when using the Product.

Backups

All the Product's data must be backed up automatically and regularly and must be easy to restore.

3.10. Future Requirements

Roadmap. The Vendor should have a roadmap for how the product will evolve and improve in the future.

Customization. The Product must be able to accommodate reasonable future customization requests as new requirements arise to address changes in the course articulation landscape, ONCAT's business needs, and the expectations of students. The Vendor must have processes in place to accommodate this. Such customization is not within the scope of this Project.

4. BIDDING PROCESS

4.1. Step 1: RFP Review

Vendors should review this RFP to determine if its Product can meet the RFP Requirements and if it is interested in submitting a Bid.

4.2. Step 2: Expression of Interest

A Vendor wishing to express interest in submitting a Bid must send an email to the ONCAT Contact provided in [Section 2.3](#) before the **Deadline for Expression of Interest** in [Section 2.2](#).

The email must include:

- Subject: ONCAT C2C Search Expression of Interest – [Company Name]
- Body: Product description and Vendor qualifications (500 words max.)

4.3. Step 3: Non-Disclosure Agreement

After receiving an expression of interest from the Vendor, ONCAT will share a Non-Disclosure Agreement (NDA) with the Vendor. The Vendor must return the signed NDA by email to the ONCAT Contact provided in [Section 2.3](#).

ONCAT will then:

- share the *C2C Search User Story Rubric*, which the Vendor will need to complete and return as specified below; and
- answer questions the Vendor may have, provided the **Deadline for Questions** in [Section 2.2](#) has not passed.

4.4. Step 4: Questions

Before working on its Proposal, the Vendor should review the RFP and, after signing the NDA, the *C2C Search User Story Rubric* carefully. The Vendor can email questions to the ONCAT Contact provided in [Section 2.3](#) before the **Deadline for Questions** in [Section 2.2](#).

Any additional questions that come up while working on the proposal can be sent to ONCAT, but must arrive before the Deadline for Questions.

Before the Deadline for Issuing Addenda shown in [Section 2.2](#), ONCAT will share all questions and answers with all interested Vendors that have signed the NDA

4.5. Step 5: Proposal

Before the **RFP Closing Date and Time** in [Section 2.2](#), the Vendor must submit a written proposal according to the proposal contents and format instructions below to the ONCAT Contact shown in [Section 2.3](#).

Proposal Contents and Format

The email must use the following Subject:

- ONCAT C2C Search Proposal – [Company Name]

The Proposal must include the following and must be structured as described below.

1. Qualifications

(a) Experience & Capabilities

Describe the Vendor's capabilities and experience relevant to the Project.

(b) Team

Describe the team that will be providing the professional services. Include past experiences and roles relevant to the Project. Indicate if any are freelancers, consultants, or subcontractors. Provide a resume or brief biography of each team member.

(b) References

Provide three references relevant to the Project.

2. Requirements

Describe, in narrative form, how the Vendor will meet each requirement listed in Section 3 [Requirements](#).

Structure the response so that each requirement listed in the RFP is addressed separately in its own paragraph.

Where appropriate, provide details on technology, approach, challenges, limitations, risks, advantages, alternatives, etc.

Alternative approaches and/or methodologies to meet the Requirements will be considered, but Proposals that depart significantly from them will be rejected.

3. User Stories

Refer to the *C2C Search User Story Rubric* which is a Microsoft Excel spreadsheet file obtained from ONCAT as described above in Sections 4.2 and 4.3. Please complete the last four columns in the spreadsheet to indicate if the Product can accommodate the user stories described, and if so, does it do it "Out-of-the-Box" or "With Customization". If the response needs to be qualified, use the "Notes" column.

4. Case Studies

Provide two (2) case studies in narrative form that demonstrate that the Vendor's Product is currently being used for a transfer credit system, ideally for a not-for-profit or government funded organization.

5. Timing

Outline a work plan that includes major tasks and milestones along with timing for each.

6. Pricing

Break down the pricing as follows:

- Product Price (Purchase, License, or Subscription)
- Customization Price
- Data Migration Price
- Knowledge Transfer Price
- Maintenance and Support Price

The Vendor is welcome to provide additional breakdowns and costs based on different options or scenarios.

As part of the pricing, the Vendor must fully disclose and provide the terms of any licenses, including any licenses for third party open source or commercial components that it does not fully own, and that the Product is subject to.

7. Form of Offer

The Vendor must complete the Form of Offer in [Appendix A Form of Offer](#) and submit it as part of the Proposal.

4.6. Step 6: Product Presentation

The top scoring Vendors, at ONCAT's absolute and sole discretion, will be invited to meet with ONCAT to do a live demonstration of their Product.

Presentation Content and Format

With reference to ONCAT's specific requirements in [Section 3](#) and the *C2C Search User Story Rubric* the Vendor must demonstrate which requirements its Product currently meets and which can be met with additional configuration or customization by the Vendor.

The meeting can be either in person or by video conference. It must not exceed 2 hours: approximately 45 minutes for Product demonstration, with the balance for introduction, background, discussion, and closing.

4.7. Step 7: Scoring

The Vendor's Proposal and its Product Presentation will together be the Vendor's Bid ("Bid") which will be scored as described below.

4.7.1. Proposal

The proposal will be given a score out of 85.

Qualifications	15
Meeting Requirements	35
Timing	10
Pricing	25

Proposal Score	85
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4.7.2. Presentation

The presentation will be given a score out of 15.

Presentation Score	15
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4.7.3. Selection

The Proposal Score and Presentation Score will be combined to select a Vendor.

Proposal Score	85
Presentation Score	15
TOTAL	100

If none of the Vendors sufficiently meets ONCAT's requirements, ONCAT has the right to select none of them and consider other options for the C2C Search.

5. TERMS AND CONDITIONS

5.1. Bidder Representations and Warranties

By submitting a Bid for consideration, the Bidder in each case, agrees, confirms or warrants as follows:

- (i) to be bound to its Bid;
- (ii) that to its best knowledge and belief, no actual or potential Conflict of Interest exists with respect to the submission of the Bid or performance of the contemplated contract other than those disclosed in the Form of Offer. Where ONCAT discovers a Bidder's failure to disclose all actual or potential Conflicts of Interest, ONCAT may disqualify the Bidder or terminate any contract awarded to that Bidder pursuant to this procurement process;
- (iii) that it has accepted the provisions of this RFP and has prepared its Bid with reference to all of the provisions of the RFP and has factored all of those provisions, including the insurance requirements, into its pricing assumptions and calculations and into the proposed costs indicated in its pricing; and
- (iv) that its Bid was arrived at separately and independently, without conspiracy, collusion or fraud. See the Competition Bureau of Canada for further information.

5.2. General Instructions and Requirements

5.2.1. Bidders to Follow Instructions

Bidders should structure their Bids in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Bid should reference the applicable section numbers of this RFP where that request was made.

5.2.2. Conditional Bids May be Disqualified

A Bidder who submits conditions, options, variations or contingent statements to the terms set out in the RFP including the Form of Offer, either as part of its Bid or after receiving notice of selection, may be disqualified.

5.2.3. Bids in English

All Bids are to be in English only. Any Bids received by ONCAT that are not entirely in the English language may be disqualified.

5.2.4. ONCAT's Information in RFP Only an Estimate

ONCAT and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Bidders the general size of the work.

5.2.5. Bidders Shall Bear Their Own Costs

The Bidder shall bear all costs associated with or incurred in the preparation and presentation of its Bid including, but not limited to, if applicable, costs incurred for interviews or demonstrations.

5.2.6. No Guarantee of Volume of Work or Exclusivity of Contract

ONCAT makes no guarantee of the value or volume of work to be assigned to the successful Bidder. The Agreement executed with the Preferred Bidder will not be an exclusive contract for the provision of the described Deliverables. ONCAT may contract with others for the same or similar Deliverables to those described in this RFP or may obtain the same or similar Deliverables internally.

5.2.7. RFP Terms

All rights and obligations that apply to this procurement process are found only in the RFP. For greater clarity, no other documents are to be read into this RFP or used to interpret or understand its terms or establish any rights or obligations related to this procurement.

5.2.8. Accessibility Obligations

The Province of Ontario is committed to the highest possible standard for accessibility. Vendor(s) are responsible for complying with the requirements under the Ontario Human Rights Code, the Ontarians with Disabilities Act, 2001 and Accessibility for Ontarians with Disabilities Act, 2005 ("AODA") and its regulations. In circumstances where Vendors are providing a service to the public on behalf of ONCAT, they may need to follow ONCAT direction to ensure ONCAT compliance with the AODA and its

regulations (such as the Integrated Accessibility Standards Regulation). The vendor is responsible for applying Integrated Accessibility Standards Regulation and effective dates and timelines as they pertain to the Government of Ontario, as directed by ONCAT.

5.3. Communication After Issuance of RFP

5.3.1. All New Information to Bidders by Way of Addenda

This RFP may only be amended by ONCAT by an addendum in accordance with this section. If ONCAT, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Bidders through addenda to the RFP. Each addendum shall form an integral part of this RFP.

Each addendum may contain important information including significant changes to this RFP. The onus remains on the Bidder to make any necessary amendments and to re-submit its Bid based on the addenda. ONCAT may also be issuing addenda included in the RFP as an attachment, which will contain responses to Bidders' questions.

5.3.2. Post-Deadline Addenda and Extension of RFP Closing Date and Time

ONCAT may, at its discretion, issue addenda after the deadline for issuing addenda and may also then extend the RFP closing date.

5.3.3. Verify Information or Clarification and Incorporate Response into Bid

ONCAT reserves the right, but is not obliged, to verify or seek clarification and supplementary information relating to the verification or clarification from Bidders after the RFP Closing Date and Time including those related to an ambiguity in a Bid or in any statement made subsequently during the evaluation process. The response received by ONCAT from a Bidder shall, if accepted by ONCAT, form an integral part of that Bidder's Bid. However, Bidders are cautioned that any verifications or clarifications sought will not be an opportunity either to correct errors or change their Bids in any substantive manner.

Verifications or clarifications under this subsection may be made by whatever means ONCAT deems appropriate and may include contacting,

- (a) any person identified in the Bid; and
- (b) persons or entities other than those identified by any Bidder.

In submitting a Bid, a Bidder is deemed to consent to ONCAT's verification or clarification rights.

In the event that ONCAT receives information at any stage of the evaluation process which results in earlier information provided by the Bidder being deemed by ONCAT to be inaccurate, incomplete or misleading, ONCAT reserves the right to revisit the Bidder's compliance with the mandatory requirements and/or adjust the scoring of rated requirements.

5.4. Bid Process Requirements

5.4.1. Bids must be submitted on time

Bids must be submitted by the RFP Closing Date and Time. Bids submitted after this point in time may be deemed late, disqualified, and returned to the Bidder, all in the discretion of ONCAT.

5.4.2. Bid Irrevocable after RFP Closing Date and Time

Bids shall remain irrevocable in the form submitted by the Bidder for a period of 120 days from the moment that the RFP Closing Date and Time has lapsed.

5.4.3. Bidders to Review RFP

Bidders shall promptly examine all the documents comprising this RFP and:

- (a) shall report any errors, omissions, or ambiguities; and
- (b) may direct questions or seek additional information

in writing by e-mail on or before the Deadline for Questions to the ONCAT Contact set out in this RFP. All questions submitted by Bidders by email to the ONCAT Contact shall be deemed to be received once the e-mail has entered the ONCAT Contact's email inbox. No such communications are to be directed to anyone other than the ONCAT Contact. ONCAT is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the Bidder to seek clarification from the ONCAT Contact on any matter it considers to be unclear. ONCAT shall not be responsible for any misunderstanding on the part of the Bidder concerning this RFP or its process.

5.4.4. No Incorporation by Reference by Bidder

Except for links to examples where the Product's ability to meet the Requirements is being demonstrated, the entire content of the Bid should be submitted in a fixed form and the content of web sites or other external documents referred to in the Bid will not be considered to form part of the Bid.

5.4.5. Amending or Withdrawing Bids Prior to RFP Closing Date and Time

At any time prior to the RFP Closing Date and Time, a Bidder may amend or withdraw a submitted Bid by sending a notice of amendment or withdrawal to the ONCAT Contact. The right of Bidders to amend or withdraw includes amendments or withdrawals wholly initiated by Bidders and amendments or withdrawals in response to subsequent information made through an addendum to the RFP.

5.4.6. Bid to be Retained by ONCAT

ONCAT will not return any Bid or accompanying documentation submitted by a Bidder including amended or withdrawn bids.

5.5. Execution of Agreement, Notification and Debriefing

5.5.1. Selection of Bidder

ONCAT anticipates that it will select a Bidder within the irrevocable period. Notice of selection by ONCAT will be in writing. ONCAT and the Preferred Bidder shall execute an agreement and satisfy any other applicable conditions of this RFP within 30 days of notification of selection. This provision is solely to the benefit of ONCAT and may be waived by ONCAT at its sole discretion.

5.5.2. Failure to Enter into Agreement

In addition to all of ONCAT's other remedies, if a Preferred Bidder fails to execute an agreement or satisfy any other applicable conditions within the period of time set out in this RFP following the notice of selection, ONCAT may, in its sole discretion and without incurring any liability, rescind the selection of that Bidder and proceed with the selection of another Bidder, or consider other options.

5.5.3. Notification to Other Bidders of Outcome of Procurement Process

Once the Preferred Bidder and ONCAT execute the Agreement, the other Bidders will be notified by ONCAT in writing of the outcome of the procurement process, including the name of the Preferred Bidder, and the award of the contract to the Preferred Bidder.

5.5.4. Debriefing

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

5.5.5. Bid Dispute

Bidders are advised that a formal bid dispute process is available, the details for which are available from the ONCAT Contact.

5.5.6. Prohibited Bidder Communications

Bidders shall address all questions and requests for clarification with respect to their Bids, or the RFP documents or the RFP process only to the ONCAT Contact set out in this RFP.

Bidders shall not contact or make any attempt to contact,

- (a) any Ontario government employee or representative, other than ONCAT Contact; or,
- (b) any other Bidder

with respect to a Bid, the RFP documents, or the RFP process, at any time during the RFP process.

Without limiting the generality of the above, Bidders, shall not contact or attempt to contact:

- (a) any member of ONCAT evaluation team for the RFP;
- (b) any expert or advisor assisting ONCAT evaluation team;
- (c) any staff of the Premier of Ontario's office or the Ontario Cabinet Office;

(d) any Member of the Ontario Provincial Parliament or his or her staff or advisors;
or

(e) any Member of the Ontario Provincial Cabinet or their staff or advisors,

on matters related to their Bids, the RFP documents, or the RFP process at any time during the RFP process.

5.5.7. Bidder Not to Make a Public Statement or Communicate with Media

A Bidder may not at any time directly or indirectly make a public statement or communicate with the media in relation to this RFP or any contract awarded pursuant to this RFP without first obtaining the written permission of ONCAT. Where a Bidder makes a communication contrary to this section ONCAT may disclose such information necessary to correct any inaccuracy of information.

5.5.8. Confidential Information of ONCAT

All information provided by or obtained from ONCAT in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) is the sole property of ONCAT and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Contract;
- (c) must not be disclosed without prior written authorization from ONCAT; and
- (d) shall be returned by the Bidders to ONCAT immediately upon the request of ONCAT.

5.5.9. Freedom of Information and Protection of Privacy Act

The Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31, as amended, applies to information provided to ONCAT by a Bidder. A Bidder should identify any information in its Bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by ONCAT. The confidentiality of such information will be maintained by ONCAT, except as otherwise required by law or by order of a court or tribunal.

Bidders are advised that their Bids will, as necessary, be disclosed on a confidential basis, to ONCAT's advisers retained for the purpose of evaluating or participating in the evaluation of their Bids.

By submitting any Personal Information requested in this RFP, Bidders are agreeing to the use of such information as part of the evaluation process, for any audit of this procurement process and for contract management purposes. Where the Personal Information relates to an individual assigned by the Preferred Bidder to provide the Deliverables, such information may be used by ONCAT to compare the qualifications of such individual with any proposed substitute or replacement. If a Bidder has any questions about the collection and use of Personal Information pursuant to this RFP, questions are to be submitted to the ONCAT Contact in accordance with the Bidders to Review RFP section.

5.6. Reserved Rights and Governing Law

5.6.1. Reserved Rights of ONCAT

ONCAT reserves the right to:

- (a) make public the names of any or all Bidders; the name of the Preferred Bidder(s); and, the total price for the contract awarded;
- (b) request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's Bid;
- (c) assess a Bidder's Bid on the basis of:
 - i. a financial analysis determining the actual cost of the Bid when considering factors including transition costs arising from the replacement of existing services, practices, methodologies and infrastructure (howsoever originally established);
 - ii. information provided by references;
 - iii. the Bidder's past performance on previous contracts awarded by the Government of Ontario;
 - iv. the information provided by a Bidder pursuant to ONCAT exercising its clarification rights under this RFP process; or
 - v. other relevant information that arises during this RFP process;
- (d) waive non-compliance where, in ONCAT's sole discretion, such non-compliance is minor and not of a material nature, or to accept or reject in whole or in part any or all Bids, with or without giving notice. Such minor non-compliance will be

deemed substantial compliance and capable of acceptance. ONCAT will be the sole judge of whether a Bid is accepted or rejected;

- (e) verify with any Bidder or with a third party any information set out in a Bid;
- (f) check references other than those provided by any Bidder;
- (g) disqualify any Bidder whose Bid contains misrepresentations or any other inaccurate or misleading information;
- (h) disqualify any bid or rescind any contract award where the bidder either: fails to disclose; or is determined to have an actual or perceived unfair advantage or Conflict of Interest determined to be material by ONCAT;
- (i) disqualify any Bidder or the Bid of any Bidder who has engaged in conduct prohibited by this RFP;
- (j) 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;
- (k) select any Bidder other than the Bidder whose Bid reflects the lowest cost to ONCAT or the highest score;
- (l) cancel this RFP process at any stage;
- (m) cancel this RFP process at any stage and procure (whether through issuing a new RFP or not) the same or similar Deliverables;
- (n) accept any Bid in whole or in part; or
- (o) reject any or all Bids;

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

By submitting its Bid, the Bidder authorizes the collection by ONCAT of the information set out under (e) and (f) in the manner contemplated in those subparagraphs.

5.6.2. Governing Law of RFP Process

This RFP process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

5.7. Supplementary Terms and Conditions

5.7.1. Occupational Health and Safety Requirements

Vendor(s) are required to comply with the Occupational Health and Safety Act (“OHSA”) and regulations and applicable OPS and site-specific health and safety requirements. Vendor(s) are responsible for meeting all of the ‘employer’ obligations under the OHSA and shall ensure that all work is carried out safely. The Vendor shall ensure that all subcontractors (hired by the Vendor) work in accordance with the OHSA and its regulations.

5.8. Publication of Data and Consent

5.8.1. Publication of Data and Consent

It is Ontario’s intention, in accordance with the Open Data Directive and as part of its commitment to open data, to publish and allow the public to use:

- (i) procurement contract data, including the name of the Preferred Bidder and total contract value; and,
- (ii) data created or collected as an output of a contract,

except where Ontario chooses not to publish the data in accordance with the Open Data Directive, such as for privacy, confidentiality, security, legal or commercially sensitive reasons.

Each Bidder, by submitting a Bid, expressly consents to the above and agrees that, if it becomes the Preferred Bidder, it will not object to the above being incorporated into its contract.

6. APPENDIX A FORM OF OFFER

Bidder Instructions:

1. This Form of Offer must be signed and all pages of the original included with the Bid.
2. Other than inserting the information requested and signing the Form of Offer, a Bidder may not make any changes to or qualify the Form of Offer in its Bid. A Bid 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. Bids containing any change may, subject to the express and implied rights of ONCAT, be disqualified. If a Bid is not disqualified despite such changes or qualifications, the provisions of the Form of Offer as set out in this RFP, will prevail over any such changes or qualifications in or to the Form of Offer provided in the Bid.

Bidder Instructions for Tax Compliance:

3. Bidders are advised that if they are selected for contract award, their Ontario tax obligations, if any, must be in good standing at the time of entering into an Agreement.

ONCAT will rescind the notice of selection of a Bidder for contract award whose Ontario tax obligations are not in good standing within the timeframe for satisfying the preconditions of execution set out in the RFP.

Bidders are required to follow the following process in order to determine their tax compliance status.

The Ministry of Finance (MOF) has automated the Tax Compliance Verification (TCV) process by creating an online portal (<http://www.etax.fin.gov.on.ca/>) where you can confirm your tax compliance status online and at any time.

Getting a TCV Number

Before you can verify your tax compliance status, your business will need to have a One-key ID (<https://www.iaa.gov.on.ca/iaalogin/IAALogin.jsp>). Visit One-key Account Registration (<https://www.appenrol.one-key.gov.on.ca/UserMgmtWebApp/registration.iaa>) to set up an account.

1. To get your TCV number: Register for E-Services
(<https://www.etax.fin.gov.on.ca/eServices/eServicesHome/RegisterOneKey?lang=enn>)
2. Select e-Services from My Services
3. Select or Add a business on the e-services page
4. Select TCV (you will be redirected to Bidder Portal
(<http://www.etax.fin.gov.on.ca/>))
5. In the Bidder Portal (<https://www.etax.fin.gov.on.ca>), select Request TCV
Number on the TCV page
6. Attach the Filing and Balance Confirmation (FBC) Letter (if required) and select
Next
7. Select View Summary to review compliance summary
8. Download TCV Certificate (optional)
9. Provide your email to receive alerts about your account status

Where to go for help?

Please refer to the frequently asked questions
(<https://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/English/FAQ-TCTC-Program>) for more information.

This Form of Offer must be signed, and all pages of the original included with the Bid.

To: Ontario Council on Articulation and Transfer (ONCAT)

1. Bidder's Information

Full Legal Name of Bidder	Bidder to insert response
Any other relevant name under which the Bidder carries business	Bidder to insert response
Any other registered business name under which the Bidder carries on business:	Bidder to insert response
The jurisdiction under which the Bidder is formed:	Bidder to insert response
Bidder Mailing Address:	Bidder to insert response
Bidder Telephone:	Bidder to insert response
Bidder Representative Name:	Bidder to insert response
Bidder Representative Title:	Bidder to insert response
Bidder Representative E-mail Address:	Bidder to insert response
Bidder Representative Mailing Address:	Bidder to insert response
Bidder Representative Telephone:	Bidder to insert response
Indicate whether the Bidder is an individual, a sole proprietorship, a corporation or a partnership:	Bidder to insert response

2. Offer

The Bidder has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting the Bid, the Bidder agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement, and offers to provide the Deliverables in accordance with the rates set out in the Pricing Form.

3. Mandatory Forms

The Preferred Bidder will enclose as part of the Bid, the mandatory forms referenced.

4. Addenda

The Bidder has read and accepted all addenda issued by ONCAT to date. We understand that the onus remains on us to have made any necessary amendments to our Bid based on the addenda.

5. Bid Irrevocable

The Bidder agrees that its Bid shall be irrevocable for the period of days set out in Section 1.3 following the RFP Closing Date.

6. Conflict of Interest

Prior to completing this portion of the Form of Offer, Bidders should refer to the definition of Conflict of Interest below.

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

- (a) in relation to the RFP process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its Bid that is confidential to the Crown and not available to other Bidders; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process including the giving of a benefit of any kind, by or on behalf of the Bidder to anyone employed by, or otherwise connected with, ONCAT; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or
- (b) in relation to the performance of its contractual obligations in a Crown contract, the Vendor’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 contractual obligations.

If the boxes in this section are left blank, the Bidder will be deemed to declare that it has no foreseeable Conflict of Interest (in either definition part (a) or part (b)) in performing the contractual obligations contemplated in the RFP. Otherwise, if either or both of the following statements apply, check the appropriate box.

Part (a) of definition: The Bidder declares that there is an actual or potential unfair advantage relating to the preparation and submission of its Bid.

Part (b) of definition: The Bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the Bidder declares an actual or potential Conflict of Interest by marking either of the boxes, the Bidder must describe it in the following space provided.

(Bidder to describe Conflict of Interest, if applicable)

In addition to the preceding declarations, the Bidder must indicate if any individuals, as employees, advisors, or in any other capacity (a) participated in the preparation of our Bid; and (b) were employees of the Ontario Public Service ("OPS") and have ceased that employment prior to the RFP Closing Date, by selecting "Yes" or "No".

If "Yes" is indicated, Bidders must complete the following section which relates to potential Conflict of Interest:

The following individuals, as employees, advisors, or in any other capacity (a) participated in the preparation of our Bid; and (b) were employees of the Ontario Public Service ("OPS") and have ceased that employment prior to the RFP Closing Date.

Name of Individual:	
Job Classification (of last position within OPS):	
Ministry (where last employed with OPS):	
Last Date of Employment with OPS:	
Name of Last Supervisor with OPS:	
Brief Description of Individual's Job Functions (at last position with OPS):	
Brief Description of Nature of Individual's Participation in Preparation of Bid	

(Repeat for each identified individual)

The Bidder agrees, upon request, to provide ONCAT with additional information from each individual identified in the preceding form prescribed by the Ministry. The Ministry will assess this information and may, at its sole and absolute discretion, conclude that an unfair advantage or Conflict of Interest arises and may, in addition to any other remedies available at law or in equity, disqualify the Bid submitted by the Bidder.

7. Disclosure of Information

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

8. Proof of Insurance

The Bidder has verified it can, and if selected, it shall obtain insurance coverage in accordance with the Form of Agreement (Appendix B of the RFP).

9. Occupational Health and Safety Declaration

The Bidder agrees, to the extent applicable, that it and any proposed Subcontractors each have a written occupational health and safety policy and will maintain a program to

implement that policy as required by clause 25(2)(j) of the Occupational Health and Safety Act, R.S.O. 1990, c.0.1 (OHSA) as amended.

- (a) With respect to the services being offered in this Bid, the Bidder and its proposed Subcontractors acknowledge the responsibility to, and shall:
- (i) fulfill all of the “employer” obligations under OHSA and ensure that all work is carried out in accordance with OHSA and its regulations;
 - (ii) appoint and ensure an adequate number of supervisors are provided for the work and that they all satisfy the definition of “competent” as prescribed in OHSA;
 - (iii) identify any hazards associated with the work, assess the risks and develop appropriate control measures to protect worker safety;
 - (iv) provide information and instruction to all employees to ensure they are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness;
 - (v) ensure that workers and supervisors have completed mandatory health and safety awareness training in accordance with O. Reg. 297/13;
 - (vi) notify ONCAT of the occurrence of all work-related health and safety incidents and Ministry of Labour investigations or orders; and
 - (vii) ensure appropriate emergency management procedures and response in the event of an accident or fire, including an emergency evacuation plan that accommodates for persons with disabilities (in accordance with section 27 of the Integrated Accessibility Standard Regulation, Accessibility for Ontarians with Disabilities Act, 2005) and shall cause its proposed Subcontractors to acknowledge such responsibility and comply with the above requirements
- (b) The Bidder agrees, to the extent applicable, that any and all equipment used in connection with the Deliverables under the Contract is at all times properly and safely maintained by duly qualified personnel and is at all times in good working order.
- (c) The Bidder agrees, to the extent possible, to take every precaution reasonable in the circumstances for the protection of worker health and safety, as required by the OHSA and shall cause its proposed Subcontractors to do the same.

10. Tax Compliance

Bidders are advised that if they are selected for contract award, their Ontario tax obligations, if any, must be in good standing at the time of entering into an Agreement.

The Ontario Government expects all Bidders to meet their Ontario tax obligations on a timely basis.

We hereby undertake that (i) the Bidder, if selected for contract award, will be in full compliance with all applicable Ontario tax statutes, whether administered by the Ontario Ministry of Finance (MOF) or by the Canada Revenue Agency (CRA), at the time of entering into an Agreement and that, in particular, all returns required to be filed will have been filed and all taxes due and payable under those statutes will have been paid or satisfactory arrangements for their payment will have been made or maintained and (ii) the Bidder will take all necessary steps prior to entering into an Agreement in order to be in full compliance with all those statutes at the time of entering into the Agreement.

Select “Yes” if you agree

Select “No” if you do not agree (May result in your disqualification)

Tax Compliance Verification Number

A Bidder’s TCV number is required by ONCAT to confirm with the MOF that the Bidder’s Ontario tax obligations, if any, are in good standing. If the Bidder does not provide its TCV number with the Form of Offer, it will have to provide the TCV number prior to signing an Agreement, so ONCAT can confirm with the MOF the Bidder’s tax compliance status at the time of signing the Agreement.

By providing the TCV number you are consenting to ONCAT releasing the TCV number to the Ministry of Finance for tax compliance verification.

Please enter your TCV number: _____

The Business Number is a business identifier for the Canadian Revenue Agency (“CRA”). It is a nine (9) digit number. It can be found as the first nine digits of your Harmonized Sales Tax (HST) number.

Please enter the Bidder's Business Number: _____

11. Execution of Agreement

The Bidder understands and agrees that in the event that its Bid is selected by ONCAT, in whole or in part, the Bidder agrees to finalize and execute an agreement in accordance with the terms of this RFP.

Dated at _____ this _____ day of _____ 2023

Signature of Authorized Signing Offer

Signature of Witness

[Click here to enter name.](#)

Print Name

[Click here to enter name.](#)

Name of Witness

[Click here to enter title.](#)

Print Title

I, the individual indicated above, acknowledge and confirm that (a) I have authority to bind the Bidder, (b) I am submitting this Bid on behalf of the Bidder; (c) the Bidder has read, understood, agrees and consents to be bound by the terms, conditions and provisions of the RFP, including the Form of Agreement, and (d) the Bidder offers to provide the Deliverables for the Rates set out in the Commercial Response in its Bid.