

REQUEST FOR PROPOSALS:

Indigenous Engagement Sessions

CLOSING DATE:

October 23, 2019 by 05:00 pm (EST)

CLOSING LOCATION

Kids Help Phone, National Office

Front Reception Desk

439 University Avenue, Suite 300

Toronto, ON, M5G 1Y8

Deanna.Dunham@kidshelpphone.ca

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1 REQUEST FOR PROPOSALS ACKNOWLEDGEMENT: PREPARATION AND SUBMISSION

1.1 Introduction

This Request for Proposals (“RFP”) is a closed invitation by Kids Help Phone (the “Organization” or “Kids Help Phone”) to certain entities (the “Respondents”), identified by the Organization, to submit formal written proposals (“Proposals”) for the provision of Indigenous Engagement Sessions as more particularly described in this RFP. This RFP does not bind the Organization or constitute an offer of any nature or kind whatsoever by the Organization to any or all of the Respondents.

1.2 Deadline

All Proposals must be received by **October 23, 2019 by 05:00 pm (EST)** (the “Closing Date”). Proposals received after the Closing Date will not be considered. The Organization may amend the Closing Date in its sole discretion.

1.3 Intent to Respond

Respondents are requested to e-mail an intention to respond to this RFP to Deanna Dunham (the “Project Manager”), at Deanna.Dunham@kidshelpphone.ca by **October 18, 2019 by 05:00 pm (EST)** to confirm Respondents’ participation in this RFP process. The intention to respond should identify a return e-mail address that can be used by the Project Manager to communicate to the Respondent pursuant to this RFP.

1.4 Submission / Delivery Deadline and Requirements

- One (1) electronic copy of the Respondent’s Proposal and answers from Appendices A,B, C and D in MS Word format must be received by **October 23, 2019 latest by 05:00 pm (EST)** at the following e-mail address: Deanna.Dunham@kidshelpphone.ca
- Proposals sent by facsimile or other transmission methods not identified in this RFP will not be considered

1.5 Amendments or Withdrawal by Respondent

A Respondent that submits a Proposal to the Organization may amend its Proposal only by submitting an amended proposal (“Amended Proposal”) to the Organization before the Closing Date to Deanna.Dunham@kidshelpphone.ca. In the case of an amendment, the Respondent is to submit the

Amended Proposal clearly labelled “Amended Proposal” in the email subject line. The last Proposal received by the Organization before the Closing Date shall supersede and invalidate any Proposal previously submitted by the Respondent.

A Respondent that submits a Proposal to the Organization may withdraw its Proposal by advising the Project Manager by email before the Closing Date.

1.6 Communication and Questions by Respondent

All communications concerning this RFP are to be sent to the Project Manager by e-mail at the following e-mail address: Deanna.Dunham@kidshelpphone.ca

Only the Project Manager is authorized by and on behalf of the Organization to clarify the requirements of this RFP. Under no circumstance is the Respondent to rely upon any information or instructions from any other employee or representative of the Organization. There must be no communication pertaining to this RFP with any employee or representative of the Organization, other than the Project Manager.

It is the responsibility of the Respondent to seek clarification on any matter it considers unclear in this RFP. The Organization will not be responsible for any misunderstanding on the part of the Respondent concerning this RFP or the RFP process. All questions concerning this RFP must be submitted by **October 17, 2019 by 05:00 pm (EST)** to the Project Manager. Respondents are advised that the deadline for receipt of questions from Respondents is the final opportunity for Respondents to seek clarification with respect to this RFP and the RFP process.

Each question concerning this RFP should specify the RFP section, subsection and page number as applicable. The Organization will distribute answers to relevant questions received to all Respondents on **October 21, 2019 by 05:00 pm (EST)** without identifying the source of the question.

1.7 Schedule of Events

The estimated schedule for this RFP procurement process is as follows:

Milestones	Deadlines
Release Request For Proposal	October 4, 2019
Deadline for receipt of questions from Respondents	October 17, 2019
Intention to Respond Due	October 18, 2019
Responses to questions distributed to all Respondents	October 21, 2019

Milestones	Deadlines
Closing Date (Deadline for Receipt of Proposals)	October 23, 2019 (5:00 pm EST)
Evaluation of Proposals	October 24 – October 25, 2019
Announcement of shortlisted vendors to present online	October 25, 2019
Presentations (online)	October 29 and October 30, 2019
Notification of Successful Respondent	November 1, 2019

2 OVERVIEW OF KIDS HELP PHONE

Established in 1989, Kids Help Phone is internationally recognized as a leader in the delivery of phone and online counselling to young people. We are Canada's only free, 24/7/365, anonymous and bilingual national support service offering professional counselling (phone & chat), information and referrals and volunteer-led, text-based support to young people in both English and French. Every day, professional counsellors provide immediate, confidential and caring support to young people living in urban, rural and remote locations across the country. Children and youth contact Kids Help Phone about every issue imaginable – from school, dating and family problems, to bullying/cyber-bullying, addiction and abuse. In 2018, Kids Help Phone performed over 68,380 counselling sessions, 37,000 texting conversations and over 600 active rescues. And, demand for our professional counselling service continues to increase.

This charitable organization employs more than 80 highly skilled counsellors and benefits from the support of more than 10,000 fundraising volunteers in over 50 communities from coast to coast, and the commitment of a growing number of leading Canadian companies and their employees.

Our Strategic objectives:

- *Maximizing Access* - For three decades, young people have been reaching out to Kids Help Phone for the support they need – but for every person we've been able to help, others have been unable to access our services. That's why we are driven to remove and reduce barriers to access and support, and to create vital, innovative, and relevant new service offerings.
- *Achieving Resilience* - Achieving our goals for improving both our services and the ability of young people to access them will require Kids Help Phone to fully achieve its goals of establishing stable and reliable funding streams and being efficient yet also nimble, flexible, and responsive.
- *Demonstrating Impact* - With our unique and multi-decade experience in connecting directly with youth, Kids Help Phone has the responsibility to play a major role in assisting policy makers and the research community, both in Canada and globally, in their search for insights and answers about youth mental health and well-being.

We must lead and support national and international conversations representing the direct needs of young people, attract funders on the basis of our track record and vision, and ensure that wheels are not reinvented to address issues on which we have unique and compelling contributions to make.

3 SCOPE OF WORK

The vendor will plan, facilitate, and report on nine engagement sessions with First Nations, Métis and Inuit students ranging from grades 3 to 12 in a classroom setting.

The vendor will be responsible for liaising with identified educators, setting up logistics of the engagement sessions including developing questions in consultation with staff at Kids Help Phone and Republic, submitting a report of findings, and a plan for circling back to those involved in order to provide a summary of the data collected (in line with the First Nations Principles of Ownership, Control, Access, Possession (OCAP)).

3.1 PROJECT BACKGROUND

Under the leadership of our [Indigenous Advisory Council](#), we have developed [Finding Hope: Kids Help Phone's Action Plan for Supporting First Nations, Inuit and Métis Young People](#). Through this plan we are working in partnership with Indigenous peoples and allies to reduce barriers to access and ensure that every Indigenous young person across Canada has equitable access to our service offerings.

Our Indigenous initiatives will continue to be guided by ongoing input from our Indigenous Advisory Council, partners, and volunteer champions however initial focused input from Indigenous youth is required to implement three actions in Finding Hope. These actions are:

Action #20: Creation of a new Indigenous Stream of the Counsellor in the Classroom program based on input from Indigenous education and mental health experts. This would include new program materials, outreach efforts, and delivery and account for 20% of all CITC sessions by 2022.

Action #22: Determine how Kids Help Phone's brand can best resonate with Indigenous Audiences.

Action #24: Create First Nations, Inuit and Métis keywords for Crisis Text Line powered by Kids Help Phone to better identify service users as Indigenous and support evaluation of our efforts.

3.2 PURPOSE OF THE ENGAGEMENT SESSIONS

The purpose of the sessions is to seek input on Kids Help Phone's brand to ensure it resonates with Indigenous youth, generate ideas for keywords for Crisis Text Line powered by Kids Help Phone, and inform development on the Indigenous stream of the Counsellor in the Classroom program.

3.2.1 Brand Positioning

Kids Help Phone has selected a firm ([Republic](#)) to support brand positioning for Kids Help Phone. The Indigenous engagement sessions will inform Kids Help Phone's "Brand for the

Future” by **assessing the organizer’s current brand position, strengths, and opportunities from the perspective of Indigenous youth.** The vendor may be required to work directly with Republic during the planning stages of this project to ensure alignment with brand positioning objectives.

3.2.2 Keywords for Crisis Text Line powered by Kids Help Phone

Kids Help Phone has partnered with a US-based charity, Crisis Text Line (CTL), to bring young people a new, simple way to access help directly from their cellphone, without the need for a data plan, internet connection or app. In addition to allowing young people to communicate in the way they prefer, texting is particularly important for young people who have unreliable or no internet connection or who lack privacy to speak on the phone.

Young people can text a keyword such as “connect” or “talk” to Kids Help Phone’s shortcode (686868) 24/7 to be connected with a trained Crisis Responder volunteer. All texts are free and all conversations are confidential.

Kids Help Phone is committed to creating First Nations, Inuit and Métis keywords for Crisis Text Line powered by Kids Help Phone to better identify service users as Indigenous and support evaluation of our efforts. The Indigenous Engagement Sessions **will generate ideas for potential keywords that can be used by Indigenous youth to connect with Crisis Text Line powered by Kids Help Phone.**

3.2.3 Counsellor in the Classroom (CITC)

The [Counsellor in the Classroom](#) program promotes the discussion of mental-health and well-being among young people, grades six through eight. Classes that participate will gain a better understanding of what mental health is and learn more about Kids Help Phone services. The program is split into two parts; the first part is lead by the teacher, followed by a 45-minute live call with a counsellor.

The goals of the CITC program are:

- To help students and teachers learn about mental health.
- De-stigmatize help-seeking behaviours for young people.
- Encourage well-being.
- Provide information to students about the services that Kids Help Phone offers.

Kids Help Phone will develop an Indigenous stream of the Counsellor in the Classroom program. The Indigenous Engagement Sessions will **inform the development of the Indigenous stream of CITC by determining how this program can be developed to best meet the needs of First Nations, Inuit, and Métis young people.**

3.3 DELIVERABLES

Deliverables of this project include:

- Design of approach and questions to engage with Métis, Inuit, and First Nations youth using methods that are both culturally and age appropriate.

- Coordination and facilitation of 9 engagement sessions including liaising with educators, arranging food, and managing other necessary logistics.
 - a) Engagement sessions will be held in classrooms rather than typical focus groups to ensure diverse perspectives.
 - b) The locations of the sessions are to be determined and connections will be provided by the organizer. Locations will be diverse in terms of nation, age, and geography (representing the provinces/territories and urban, rural, and remote regions across Canada).
 - c) The ages of students will range from grades 3 to 12.
- Comprehensive report of findings submitted by **January 30, 2020**.
- Potentially distribute findings back to engagement session stakeholders

4 BUDGET

The total budget must not exceed \$60,000 **excluding** travel expenses.

4.1 Travel Expenses

Travel expenses must adhere to Kids Help Phone's Travel and Expense policy. The organizer reserves the right to book travel and accommodations on behalf of the vendor.

5 SELECTION AND CONTRACT

5.1 Objective

The objective of this RFP is to potentially identify the Proposal that best meets the requirements of this RFP and provides the best overall value to the Organization as determined by the Organization in its sole discretion.

5.2 Evaluation

5.2.1 *Evaluation Criteria*

Vendors will be selected based on the below criteria:

- Respondent's demonstrated understanding of the service required as reflected in the overall quality of the proposal
- The extent to which the proposed methodology meets the project objectives, adheres to OCAP principles and is culturally and age appropriate to Métis, First Nations, and Inuit students.
- Capacity of the vendor to achieve the project outcomes within the proposed timeframes.
- Experience and insight into working with Indigenous populations
- Experience working with young people
- Experience conducting focus groups and/or other types of qualitative research
- Detailed budget, appropriate to completing the work

5.2.2 *Evaluation Process*

As part of the evaluation process, the Organization may request that some Respondents present for maximum of one (1) hour to their organization. This presentation is scheduled to take place between **October 29th and 30th, 2019** via video conferencing system.

Respondents will be evaluated against the evaluation criteria and a short-list of Respondents will be selected. Kids Help Phone reserves the right to augment the short list at any time. The selected respondents will be notified on **October 25th 2019**.

Respondent presentations will be evaluated for depth and detail, and contribute to the overall evaluation process and selection process.

Short-listed Respondents will be asked to provide a credit check and confirmation of vulnerable sector screening of facilitators. The vendor will be responsible for any costs associated with the credit check and vulnerable sector screening.

Kids Help Phone reserves the right to limit meetings to qualified Respondents as determined by Kids Help Phone in its sole discretion regardless of the number of Respondents who qualified for the short list.

A final decision will be made by **November 1, 2019**.

5.3 Selection of Respondent(s)

The Organization intends to, but is not required to select one or more Respondents (the “Preferred Respondents”) as a preferred supplier based on its evaluation of the Proposals, for the purpose of attempting to negotiate a binding contract for the supply of the products and services contemplated by this RFP that the Organization wishes to procure. However, the selection of a Preferred Respondent does not obligate the Organization to enter into a contract with such Preferred Respondent or any Preferred Respondent. Negotiations may include negotiating changes, amendments or revisions to the Proposal of a Preferred Respondent and such terms and conditions as Kids Help Phone, in its sole discretion, determines are required to be included in the contract whether or not they are included in this RFP (Contract Requirements). If the Organization determines that the parties will be unlikely to agree on terms and conditions acceptable to the Organization in a timely manner, the Organization may discontinue such negotiations upon written notice to the Preferred Respondent without liability and the Organization may, in its sole discretion, but is not required to, enter into negotiations with any other Respondent.

6 SUBMISSION REQUIREMENTS

6.1 Rights and Privileges Reserved by the Organization

6.1.1 *No Obligation*

Nothing in this RFP, receipt by the Organization of a Proposal in response to this RFP or subsequent negotiations by the Organization of terms of a contract, shall in any way impose a legal obligation on the Organization including any contract obligation to make any purchases from any Respondent, unless and until a formal written contract containing terms and conditions satisfactory to the Organization is executed by the Respondent and the Organization, and then only to the extent provided in such contract.

6.1.2 *Costs Incurred by Respondents*

Nothing in this RFP, receipt by the Organization of a response to this RFP, any amendment to the RFP or subsequent negotiations by the Organization of terms of a contract to supply, shall in any way impose an obligation on the Organization to reimburse any Respondent or to pay any compensation for costs incurred in the preparation of a response to this RFP, presentations, or the negotiation of a proposed contract except to the extent that such obligation is contained in the formal written contract containing terms and conditions satisfactory to the Organization and executed by the Respondent and the Organization.

6.1.3 *Use of Information*

The Organization may use, copy and disclose the ideas, concepts, know-how, solutions, techniques and other information which may be contained in Respondent's Proposal or which may otherwise be disclosed in connection with this RFP notwithstanding that the Respondent may not be selected by the Organization. The Organization may retain all Proposals submitted in connection with this RFP without any obligation to any Respondent.

6.1.4 *Organization's Right to Amend, Supplement, Cancel, Etc.*

The Organization may, without liability, cost or penalty, in its sole discretion:

- a) alter any dates in the RFP, as they relate to the RFP Process, at any time prior to or after the Closing Date;
- b) cancel this RFP at any time, whether prior to or after the Closing Date, and the Organization may, but need not, in its sole discretion, issue a new RFP;
- c) amend or supplement this RFP at any time prior to the Closing Date;

- d) waive irregularities in Proposals or in the submission of Proposals;
- e) accept a Proposal in whole or in part, and to split or divide the total requirement among Respondents;
- f) elect to procure nothing from the Respondents or make no contract award hereunder;
- g) reject any and all Responses or seek additional responses;
- h) enter into negotiations and subsequently contract with more than one Respondent if such action is in the interests of the Organization;
- i) award or refuse to award a contract on the basis of criteria other than price (the lowest priced Response will not necessarily be accepted);
- j) not provide reasons for accepting or not accepting any particular Proposal;
- k) reject a Proposal solely on the basis that its price exceeds the budget allocated for the project; and
- l) choose to defer the opening of the Proposals received in order to ensure a competitive Bid process.

6.1.5 *Organization's Right to Clarify Proposals*

- a) The Organization may, through the Project Manager, without liability, cost or penalty, in its sole discretion and at any time after Proposal submission, seek clarification from any Respondent, either in writing or during a presentation, with respect to its Proposal. Without limiting the generality of the foregoing, the Organization may, at its sole discretion, request a Respondent to confirm in writing any statement made by the Respondent during the presentation in which case the Respondent will promptly provide such written confirmation to the Organization, within the time specified by the Project Manager.
- b) Any written information received by the Organization from a Respondent in response to a request for clarification from the Organization will be considered as a part of the Respondent's Proposal.

6.1.6 *Organization's Right to Verify*

The Organization may verify any Respondent statement or claim by whatever means the Organization deems appropriate, including contacting third parties other than those offered by the Respondent as references, and may reject any Respondent statement or claim if, in the judgment of the Organization, the statement or claim is unwarranted or not credible. The Respondent will co-operate with the Organization in its attempts to verify any such statement or claim. In addition, the Organization may conduct other investigations for the purposes of determining the qualifications of Respondents.

6.1.7 *Amendments to RFP*

- a) Any amendments or supplements to this RFP by the Organization shall be made only by way of written addenda issued by the Project Manager, which refers to this RFP. The Organization has the right to assume that the Respondent in its Proposal has taken the information contained in the addenda into account. The Respondent is solely responsible to ensure that it has received all addenda, if any, issued pursuant to this RFP.
- b) This RFP and all schedules, appendices, and attachments, all Respondent questions, all of the Organization's written responses to Respondent questions, and other referenced documentation, including all written amendments or clarifications, constitute the entire RFP and except for any confidentiality agreement between the Organization and a Respondent, no other documents, materials, discussions, representations, warranties or conditions are of any effect unless set forth herein or therein.

6.1.8 *Accuracy of Information*

The information furnished by or on behalf of the Organization and its advisers in connection with this RFP is furnished solely for the purpose of assisting prospective Respondents in making an evaluation of the potential opportunity. This RFP does not purport to be all-inclusive or to contain all information that Respondents may require. Respondents should conduct their own investigations and due diligence and make their own projections and conclusions. Respondents should consult their own advisors to verify independently the information contained in this RFP and to obtain any additional information that they may require, prior to submitting a Proposal. The Organization and its advisers make no representation or warranty as to the accuracy or completeness of the information provided in connection with this RFP nor have they any liability for any representations, warranties or conditions (express or implied) in connection with this RFP.

7 PROPOSAL REQUIREMENTS

Respondents must include the following information in their proposal:

- Skills, experience, role, responsibility, and hourly rate of each team member.
- Demonstrated experience and success in similar projects with tangible examples (Appendix C).
- Experience of the proponent in engaging with Indigenous youth.
- Clear methodology detailing how respondent will develop and implement an engagement plan that adheres to OCAP principles and is culturally and age appropriate to Métis, First Nations, and Inuit students.
- Timeframes for each stage of the process.
- Details about the format of the final report.
- Itemized budget
- Answers from Appendices A,B, C and D in MS Word format

8 APPENDIX A: PROPOSAL SUBMISSION FORM

This form must be signed and submitted electronically with your proposal or your proposal will be declared informal and will not be considered in the evaluation process.

REQUEST FOR PROPOSAL

KIDS HELP PHONE: INDIGENOUS ENGAGEMENT SESSIONS

RFP Closing Date: **Friday, October 4th, 2019 by 05:00 pm (EST)**

Proposal is submitted by:

Company: _____
Street Address: _____
City, Country: _____

Name and Contact Information of Authorized Representatives:

Contact Person: _____ **Title:** _____
Contact Phone: _____ **Fax number:** _____
Contact E-mail: _____

I/We _____ the undersigned HEREBY DECLARE AND ACKNOWLEDGE:

- That I/we hereby submit my/our proposal to Kids Help Phone for the ***Indigenous Engagement Sessions*** as described within this Request for Proposal document.
- That I/we have carefully reviewed and examined the Request for Proposal document(s), and have a clear and comprehensive knowledge of the requirements and have submitted all relevant information,
- That I/we declare that no person, firm, corporation or other organization other than disclosed herein has any interest in this Proposal or any contract, which it may result in,
- That all statements in this Proposal are true and accurate in all respects,
- That I/we agree, if selected, to provide the work to Kids Help Phone in accordance with the terms, conditions and specifications contained in this Request for Proposal document and our Proposal,
- That I/we hereby covenant that my/our Proposal is irrevocable and binding for a period of 30 days from the Closing Date for receipt of Proposals, subject to any extension that I/we may agree to, and that Kids Help Phone may, at any time within that time period, accept my/our Proposal or part, thereof, whether or not any other proposal has been previously accepted or will be accepted; Agreements may be negotiated with one or more Respondents,
- That I/we agree to comply with all the Kids Help Phone policies as listed in this RFP,
- That I/we have reviewed the following addenda that forms part and parcel of the RFP and any contract which may result

Acknowledged: Receipt of addenda: Number and Date

Addendum Number _____ Date _____
 Addendum Number _____ Date _____

- That the undersigned are duly authorized to execute this Proposal on behalf of:

Company Name: _____
Authorized Signature: _____
Print Name: _____
Position: _____

Dated at _____ (City, Province/State) this ____ day of _____, 2019

9 APPENDIX B: RESPONDENT INFORMATION

Respondents are asked to answer the following questions.

No.	Question	Respondent Answer
• Applicant Information		
a)	Name of person that is officially responding to the RFP (Applicant's name)?	
b)	What is the Applicant's official Title?	
c)	What is the Applicant's Telephone number?	
d)	What is the Applicant's Fax number?	
e)	What is the Applicant's E-mail?	
• Your Company History		
a)	What is your Company's Legal name?	
b)	What is your Company's Trade name?	
c)	What is your Company's head office address?	
• Your Company History		
a)	What is the Year of your Company's Incorporation? If applicable	
b)	Year of Federal Incorporation? If applicable	
c)	Year of Provincial Incorporation? Which provinces? If applicable	
d)	Length of time your Company has been in business?	
• Registered Company Name / Partnership / Individual Proprietor		
4.1	Registered	
a)	Province your Company is registered in? (Date registered)	
4.2	Partnership	
b)	Name of partners?	
c)	Date of establishment?	
4.3	Individual Proprietor	
d)	Name of owner?	
e)	Date of Establishment?	

4.4	Certification	
f)	Is the company a CTTIC certified vendor? Since when?	
• Business Information		
5.1	Number of employees	
a)	No. of employees: Total	
b)	No. of independent contractors (if any)	
• Company Financial Information		
6.1	Provide approximate annual value of services in the last two (2) years.	
a)	2017 Value of Services?	
b)	2018 Value of Services?	
c)	In the last 5 years, has the Respondent filed for bankruptcy or reorganization, or been the subject of involuntary bankruptcy or had a receiver appointed? If so, provide date and explain the nature of the proceeding.	

10 APPENDIX C: REFERENCES

Please provide details of at least three (3) references to whom you have provided similar services that demonstrate the requirements outlined in this RFP.

At least two (2) projects should include:

10.1 Reference 1	Responses
Client's Name	
Client's Address	
Client's contact name	
Contact's title / function	
Contact's Telephone No.	
Contact's Email	
Type of service implemented	
Project Budget	
Brief Description of project (250 words max.)	

10.2 Reference 2	Responses
Client's Name	
Client's Address	
Client's contact name	
Contact's title / function	
Contact's Telephone No.	
Contact's Email	
Type of service implemented	
Project Budget	
Brief Description of project (250 words max.)	

Brief Description of project (250 words max.)

11 APPENDIX D: CONTRACT REQUIREMENTS

This Section sets out, in summary form, some of the Organization’s key contractual requirements. The Respondent is requested to indicate for each item below that it either “Complies”, “Complies in Part” (with the non-compliant parts identified), or “Does Not Comply”.

No.	Item	Respondent Answer
I.	<u>Contract Form</u> - The Contract shall take the form of a services and development agreement with one or more separate statements of work. The Contract and all amendments will be drafted by the Organization. Before signing, the vendor must demonstrate that they are permitted to work in Canada; it is the responsibility of the vendor to determine and confirm this permission. At the time of signing, the Contract must provide a complete description of the services, deliverables, service levels and must include all key schedules.	
II.	<u>Term</u> - The Organization wishes to sign a Contract for the project term only.	
III.	<u>Termination</u> - The Contract will provide for a termination right by either party if the other party becomes bankrupt or insolvent or if it commits a material breach which remains uncured for thirty (30) days. Termination rights may be exercised by a party in respect of the entire Contract or in respect of one or more affected Statements of Work, as it deems appropriate. There will be no limit on the period during which a termination right must be exercised.	
IV.	<u>Termination for Convenience</u> - The Organization will have the right to terminate the Contract or one or more statements of work for convenience upon ninety (90) days prior written notice, provided that the Organization agrees to pay all fees owing to the Respondent for services provided in accordance with the Contract prior to the effective date of such termination.	
V.	<u>Post Termination</u> – The Contract will provide that the Respondent supply all work completed up to the effective date of termination to the Organization.	
VI.	<u>Acceptance Test Procedures</u> – The Contract will provide that the Respondents’ solution shall only be accepted by the Organization upon successful completion of a series of tests, the last of which shall be the testing of all components of the solution, including the hardware, software and network interfaces and connections as an integrated whole. If the solution is found to be deficient after the Organization has conducted such series of tests, the Organization may reject the solution and terminate the Contract.	
VII.	<u>Milestones and Holdbacks</u> – The Contract will contain milestones, relating to the functionality and performance of the Respondent’s solution, which the Respondent must demonstrate have been achieved by specified dates. If the Respondent fails to meet certain specified milestones it must cure such default in a timely fashion or it will be subject to payment hold-backs and forfeitures and the Organization may have the right to terminate the Contract. Major milestone reviews will occur as part of the project implementation. In addition to hold-backs and forfeitures associated with milestones, the Contract will include a provision for a hold-back of a pre-determined	

No.	Item	Respondent Answer
	amount at completion of the project, until such time as the Organization has accepted the solution and successfully run it in production for a specified period of time.	
VIII.	<u>Change Control</u> - The Contract will contain customary change request and change management provisions. Generally, material “changes” will require the Organization’s prior written consent. Any transfer of services to an alternate location will require the Organization’s prior written consent. Certain categories of changes requested by the Organization such as changes required by law, will be considered mandatory and may not be refused by Respondent subject to reaching agreement on reasonable compensation in respect of the cost to implement such change.	
IX.	<p><u>Confidentiality and Privacy</u> - The Contract shall include a standard covenant by each party not to disclose, copy or use any confidential information or data of the other party (including personal information) except as required in connection with the Contract. The covenant shall apply during the currency of the Contract and after the termination of the Contract and shall not expire after a specific period. Respondent may disclose confidential information to a subcontractor approved by the Organization in writing provided that Respondent shall first deliver a confidentiality agreement to the Organization signed by such subcontractor in favour of the Organization in form and substance at least as protective as the confidentiality provision of the Contract.</p> <p>Respondent shall only access and use “personal information” solely to perform the services under the Contract and shall not in the course of performing services store, copy, download, or otherwise retain, any personal information on any servers or other hardware or recording devices other than those owned or operated by Organization. Respondent will access and use all “personal information” in accordance with privacy laws and perform its obligations under this Agreement in a manner that will enable Customer to comply with Privacy Laws. . Respondent shall take all reasonable steps to protect the personal information from loss, theft or unauthorized use, access, disclosure, copying, alteration or destruction. “Reasonable steps” to be taken by Respondent include, without limitation, the use of physical, organizational and technological measures to safeguard the personal information, such as, where appropriate, access controls, encryption or other suitable means. All such personal information is the property of the Organization, and Respondent shall have no right in or to that information. The Respondent shall deliver to the Organization all such personal information in whatever form (or at the Organization’s request, destroy such personal information), including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to the Contract, upon the completion or termination of the Contract, or at such earlier time as the Organization may request. Upon delivery of the personal information to the Organization, Respondent shall have no right to retain any such personal information in any form and shall ensure that no record of the personal information remains in the Respondent's possession.</p>	
X.	<u>Organization Policies</u> - In the course of working at the Organization’s premises or using any property of the Organization, including its confidential information and data, Respondent shall comply with the Organization’s applicable policies and guidelines including its office policies, security, data protection, personal information and privacy	

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	policies and codes of conduct. The Organization shall make copies of such policies available to Respondent.	
XI.	<u>Key Personnel</u> - Respondent shall be required to maintain the continuity of certain employees that the parties identify as “Key Personnel”. Except as agreed by the Organization, the Key Personnel shall be dedicated to the provision of services under the Contract and, in any event, Respondent will not re-deploy or re-assign such Key Personnel without the Organization’s prior written consent, except where forced to do so in the case of employee sickness, resignation or other similar causes beyond its reasonable control. Prior to appointing any replacement for any of its Key Personnel, regardless of the circumstances under which such replacement is appointed, Respondent shall ensure such replacement is fully trained and familiar with the Organization environment and services.	
XII.	<u>Warranties</u> - Respondent shall represent and warrant that the services will be performed by it with due care, skill and diligence in accordance with best industry practice and in compliance with applicable law and that all staff shall be duly qualified for the purposes of performing the tasks which they are assigned. Each party will warrant that it has the full power and authority to execute, deliver and perform the Contract and that the execution, delivery and performance of the Contract does not and will not result in the violation of any applicable laws or conflict in any material respect with or constitute a material breach under any document, agreement, license or other writing by which it is bound.	
XIII.	<u>Intellectual Property Ownership</u> - The Contract will provide that neither party shall acquire any right, title or interest in the intellectual property owned or licensed by the other party independent of the Contract. The Contract will provide for the use, as necessary, of each party’s intellectual property on a non-exclusive basis during the currency of the Contract solely for the purpose of providing or utilizing services, as the case may be. To the extent that the Respondent creates intellectual property which is a modification, enhancement or extension of the Organization’s intellectual property, including any intellectual property of third parties provided by the Organization, it will be owned exclusively by the Organization without a right of use by Respondent. The website created by the Respondent, any content contained within the website and any distinct new works created by Respondent at the Organization’s request will also be owned by the Organization without a right of use by Respondent except to the extent that such new works contain the pre-existing intellectual property of Respondent, in which case the Organization shall receive a non-exclusive, irrevocable, unrestricted, perpetual license for that part that will survive termination or expiration of the Contract.	
XIV.	<u>Indemnity</u> - Respondent shall indemnify and hold the Organization and its affiliates harmless against all intellectual property infringement claims arising out of the use of any services, materials or deliverables supplied by Respondent or its subcontractors. Respondent will promptly modify or replace infringing items in a manner satisfactory to the Organization upon the Organization’s request. Respondent shall indemnify and hold the Organization and its affiliates harmless against all claims by third parties including the Organization’s customers arising out of the	

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	negligence, wilful misconduct or breach of the Contract by Respondent or those for whom it is responsible.	
XV.	<u>Limitation of Liability</u> - Each party's aggregate liability will be limited to direct damages in an amount equivalent to the two times the aggregate services fees payable under the Contract. The limit shall not apply in the case of personal injury (including sickness and death), loss of or damage to tangible property, wilful misconduct, breach of confidentiality/privacy and liability under the intellectual property infringement indemnity.	
XVI.	<u>Consequential Damages, etc.</u> - The Contract will contain a mutual disclaimer of indirect, special, punitive and consequential damages. The disclaimer shall not apply in the case of personal injury (including sickness and death), loss of or damage to tangible property, wilful misconduct, breach of confidentiality/privacy and liability under the intellectual property infringement indemnity. Nothing in the Contract shall exclude liability for third party claims against the Organization caused by Respondent's negligence, wilful misconduct, breach of Contract or other fault.	
XVII.	<u>Assignment and Subcontracting</u> - The Contract may not be assigned by the Respondent (including by means of a change of control), without the prior written consent of the Organization, such consent not to be unreasonably withheld. Any subcontracting of any portion of the services shall require the Organization's prior written consent and appropriate flow-downs.	
XVIII.	<u>Use of Organization Name</u> - Respondent will be prohibited from using the Organization's name in press releases, brochures or other materials without the Organization's prior written consent.	
XIX.	<u>Governing Law</u> - The Contract shall be governed by Ontario law and the federal laws of Canada applicable therein. Payments will be billed and paid in Canadian dollars. The parties shall be required to attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario. The Organization will be entitled to deduct such withholding taxes as may be required by law.	
XX.	<u>Most Favoured Customer</u> . Respondent shall represent and warrant that the fees charged by Respondent to the Organization under the Contract are no higher than Respondent charges to its other customers receiving comparable types and volumes of services.	
XXI.	<u>Insurance</u> - Please summarize the insurance coverages and limits maintained by Respondent including commercial general liability, loss or damage to inventory, errors and omissions, contractual liability, worker's compensation and crime insurance including employee dishonesty, and confirm, where applicable, that the Organization will be an additional named insured.	