

April 29, 2020

Request for Proposal (“RFP”) by University Students’ Council (the “USC”) at Western University (“Western”)

The USC wishes to solicit proposals for the provision of **Claims Adjudication/Payment, Administration, Account Management and Consulting** services related to the administration or provision of participant health plans. The USC is interested in receiving alternatives that would include both a self-funded and administered arrangement (similar to its current plan detailed in Attachment Two), as well as insured arrangements.

This RFP is being publicly issued. All submissions will be assessed using the same criteria and the final selection will be made on a fair and equitable basis.

This letter is accompanied by seven attachments, providing the basis for this RFP (collectively the “**RFP Documents**”):

- Attachment One - Relevant Facts
- Attachment Two – Current Plan Text
- Attachment Three - Claims Experience
- Attachment Four - Desired Services
- Attachment Five – Form of Proposal (Must be answered fully. Questions are to be restated in each proposal in the order in which they are presented here. Additional information is not required at this time.)
- Attachment Six – RFP Guidelines
- Attachment Seven – RFP Evaluation Criteria

The RFP Documents shall be read as a whole. The attachments and addenda, if any, constitute an integral part of this RFP and are incorporated by reference.

The University Students’ Council (USC) is the official student association for more than 30,000 undergraduate students at Western University. Incorporated in 1965, we are widely viewed as one of the most reputable and effective student associations in North America. With a \$30 million dollar operating budget, 40 full-time staff, and hundreds of part-time student staff and volunteers, the USC provides a robust offering of programs, services, and operations that significantly contributes to Western’s best student experience.

We own and operate two restaurants, a clothing retail store, and a movie theatre; we facilitate the undergraduate health and dental plan, the student transit pass, and late-night shuttle busses; we run major events including Western’s Orientation Program, the Purple Concert Series, and Beer Fest; we provide peer support through a comprehensive peer network, the Peer Support Centre, and our on-campus Food Bank; and at our core, we are an advocacy organization, representing the voices of Western undergraduates to the university and all levels of government.

Yours truly,

Mr. Jeff Armour, COO, University Students’ Council at Western University.



ATTACHMENT ONE

Relevant Facts

- The USC is currently a member of the Campus Trust as a “Participating Organization.”

- Under the current arrangement, there are three plans that provide coverage to eligible plan members and their families, where applicable (the “**Members**”):
 - Health Plan - 23,890 Members
 - Dental Plan - 23,479 Members
 - Staff of the USC – 60 Members

- Coverage for the insured plans is determined in accordance with the provisions of same (see Attachment Two).

- The Members’ rates of contribution for the plans is determined annually based on claims experience and other related operating expenses (see Attachment Three).

- All coverage is insured, and claims are processed and paid by the insurer. All claim payments are paid to the Members or paid to providers on behalf of the Members where there is an assignment of benefits. The staff plan is self-funded and claims are paid by the third party administrator.

- The provider will not deal directly with Western’s administration for student enrollment lists, nor for processing and collecting fees from student accounts. The USC will continue to coordinate with the provider to ensure data requirements and requisite fees are paid.



ATTACHMENT TWO

Current Plan Text

Details on the USC's current benefit plan will be posted on the following website for your reference:

<https://westernusc.ca/your-services/health-plan/>



ATTACHMENT THREE

Claims Experience

The following information has been provided as a guideline as it relates to historical contributions, insurance premiums and paid claims by the USC as a “Participating Organization” in the Campus Trust:

<i>Period</i>	Extended Health			Dental			Total		
	<i>Prem</i>	<i>Claims</i>	<i>Ratio</i>	<i>Prem</i>	<i>Claims</i>	<i>Ratio</i>	<i>Prem</i>	<i>Claims</i>	<i>Ratio</i>
Sept. 2018 to Aug. 2019	2,615,506	2,507,843	96%	2,833,007	2,701,755	95%	5,448,513	5,209,598	96%
Sept. 2019 to Feb. 2020	1,709,191	1,783,669	104%	1,502,101	1,338,662	89%	3,211,291	3,122,331	97%



ATTACHMENT FOUR

Desired Services

The successful respondent will consider the following requirements in their proposed solution:

ADMINISTRATION

(A) General

- (1) Establish and maintain a database for the USC and the Members. Process eligibility files and requested changes to determine eligibility of Members and dependants.
- (2) Protect the database, through the creation of duplicate records stored at an appropriate site, separate and apart from the administrator's primary operating location and in the name of the USC.
- (3) Administer the Plan in accordance with the policies and procedures established by the USC, as amended from time to time.
- (4) Assist with referendums as required.
- (5) Establish an opt-out portal for the USC (Health and Dental) with the capability to upload proof of coverage. Further, the opt-out process should have the capability to allow Members to opt out by student year. The USC must have the right to approve or reject requests by email. This process should be automated.

(B) Financial

- (1) Establish and maintain appropriate contribution reporting procedures.
- (2) Invoice monthly, in advance, based on number of eligible Members (Health, Dental).
- (3) Invoice monthly adjustments to account for additions and deletions from previous months.
- (4) Report any surplus or deficit of net assets over liabilities, if applicable in a self-funded model.
- (5) Establish and perform all accounting procedures, on the basis of a general-ledger bookkeeping system, the substance and format of which is accepted by GAAP. Prepare working papers for the USC's auditor to accommodate the annual audit, within 90 days of the USC's fiscal year end.



- (6) Prepare estimated monthly reports to assist with plan performance.
- (7) Prepare and distribute to the USC, quarterly, or more frequently if required, a complete set of interim statement of operations.
- (8) Prepare and file all tax returns, financial statements and other regulatory information, as required by law.
- (9) Prepare and pay the taxes (HST and Premium tax) on a monthly basis, if applicable.

(C) Benefit Payment – For the USC Staff Plan

- (1) Receive, and assess for payment, all benefit claims.
- (2) Verify eligibility and completeness of information. Return forms with missing information; clarify imprecise information. Interact directly with Members.
- (3) Pay eligible claims by cheque or direct deposit, in accordance with Plan rules, providing the Member with a detailed explanation of expenses paid or not paid.
- (4) Provide EDI dental services and facilitate EDI prescription drug reimbursement.
- (5) Deny ineligible claims.
- (6) Notify the USC of any disputes with Members claims. Note: The USC will have authority to override denied claims in extenuating circumstances.

(D) Meetings

- (1) Arrange educational forums on behalf of the USC's Health Plan Advisory Committee once annually to educate on health care industry topics and changes that may affect the USC.
- (2) Arrange and attend 2-3 annual meetings with the USC to discuss renewals, claims utilization, plan performance and administrative concerns.

(E) Inquiries

- (1) Respond promptly to inquiries made by Members or their legal representatives, in person ("walk-ins"), in writing, by electronic mail, or by telephone.
- (2) Respond promptly to inquiries made by the USC, regarding Plan provisions, administration procedures and claim payments.



(3) Provide dedicated, toll free telephone, fax services and email addresses for service delivery.

CONSULTING

(A) General

The following consulting services are to be provided to the USC. This list is not exhaustive. Additional services may be required, from time to time, and will be determined by the USC.

- (1) Prepare amendments to the USC Service Provider Agreement and the Plan texts as required.
- (2) Prepare amendments to the benefit booklet(s) as required.
- (3) Create all required forms, benefit booklet(s) and stationery annually or more frequently as required. All forms documents and plan details available on the website.
- (4) Create all required notices, posters and memorandums to the USC and Members as required. The USC to approve all notices prior to distribution and can make revisions as deemed necessary.
- (5) Review, analyse and negotiate annual insurance policy renewals. Communicate/negotiate changes in policy wording.
- (6) Prepare reports to the USC on issues such as new practices in benefit plan delivery, plan design and costs applicable thereto.
- (7) Implement any policies or procedures adopted by the USC and relate decisions of the USC to service providers, as required.
- (8) Prepare and present claims utilization reports for self-funded and insured coverage, quarterly, or more frequently as requested, within 60 days of quarter end.
- (9) Prepare and present financial experience report for self-funded and insured coverage, quarterly, or more frequently as requested, within 60 days of quarter end.
- (10) Communicate enhancements to external providers to accommodate changes in coverage, Plan provisions, procedural changes or Plan designs.
- (11) Advise the USC of regulatory changes and governance issues both Provincial and Federal, which may impact the Plan, and prepare such related documentation as the USC may request.



- (12) Provide on-going advice to the USC on the improvement of the administration service, and the avoidance of imprudent actions, to the extent that such services and actions relate, clearly and directly, to the Administrator's normal duties and responsibilities.
- (13) Provide guidance on the need for legal opinions and seek opinions on behalf of the USC, as necessary.
- (14) Assist in the preparation of membership surveys.
- (15) Prepare and present information seminars to the USC administration team.
- (16) Arrange for the placement and renewal of the USC liability insurance.



ATTACHMENT FIVE

Form of Proposal

Respondents must answer the following questions, fully, and in the same order that they are presented below. Additional information and/or pre-printed literature about the respondent will not be evaluated.

1. The Company

- 1.1. Please describe your firm's current ownership structure.
- 1.2. From what location(s) does your firm operate and what from location will the USC be served?
Would you permit an on-site visit of your premises?
- 1.3. Please state your hours of operation for the location which would serve our membership
- 1.4. What distinguishes your firm from its competitors?
- 1.5. In brief, what is your firm's organizational culture?

2. Overview of Proposed Services

- 2.1. Please confirm that the information supplied in this RFP has enabled sufficient understanding of the requirement to prepare your response.
- 2.2. If you are proposing a third party provider to deliver any services identified in Attachment 4, please describe the nature of the relationship of the entities/persons involved, and your working history as partners.
- 2.3. Please confirm whether you are accepting of the minimum requirements/performance expectations outlined in this RFP document.
- 2.4. Identify whether your firm, or any member of your firm, has been subject to any disciplinary action by a regulatory body, or been subject to any legal proceedings regarding professional services.
- 2.5. Please outline what mental health service options your firm can provide? Please indicate if this is an internal or external service



3. Transaction processing and reporting capabilities

- 3.1. What is your average turnaround time for processing and paying claims (from date received to the reimbursement date)? What is the current claim turnaround time in business days? Please note any variations and indicate the location (city) responsible for paying claims for this case.
- 3.2. Do you have the capability to transmit electronic payments (for reimbursement) / direct deposit to eligible members, in addition to generating cheques?
- 3.3. What is the current response time in business days for returned phone calls from the member?
- 3.4. Does your fee include the cost of dedicated local and long distance telephone numbers for members?
- 3.5. Please describe your current capabilities for online service or e-mobile services, from an inquiry perspective to claims submission/payment for the member.
- 3.6. Please advise if you are able to load historical deductible and plan maximum information into your claims database? Is there any additional cost for this service and is it reliable?

4. Personnel

- 4.1. Please provide an overview of the individual who will serve as the direct contact for the USC Trustees including the following:
- a) Industry experience; experience directly related to the provision of insurance, administration and/or consulting services to similar organizations (in nature and/or size); and, any other relevant experience.
 - b) How many clients are currently assigned to the individual profiled above? What is the size (number of members/fund assets) of those accounts?
 - c) Describe your current staff (size, experience, tenure). Other than the person profiled in above, how many employees will be dedicated to servicing the USC?
- 4.2. Please confirm that at least one member of your firm is licensed to sell insurance in the province of Ontario.
- 4.3. Provide details of the staff retention, training and recruitment policies.



5. Cost

5.1. Please outline the cost structure of your solution.

5.2. Will there be a start-up charge; if so, how much will that be?

5.3. Please list **all items** for which an additional charge will be made over and above the fee quoted. This could include services such as Mental Health & Wellness solutions, on-site staffing, marketing materials, etc.

5.4. Will you be expecting to receive insurance commissions in addition to your fee? If so would you disclose these commissions? If so, what are the commissions **on a percentage basis** expected on the insured coverage?

5.5. Are you prepared to guarantee your fee/rates for more than one year? If so, for what timeframe? How are increases handled?

5.6. What are your expectations for our organization with regards to time frame? (i.e., contract duration)

5.7. Please indicate if any expense charge factors are guaranteed for a period longer than 12 months.

6. Previous Experience

6.1. Vendors should include information that demonstrates previous experience in working with other related clients/industries, under similar operating and response requirements.

7. References

7.1. Please provide three references for which you provide similar services (preferably Health and Welfare trusted benefit funds), including:

- a) The name of the company;
- b) The contact person and their phone number;
- c) Nature of service(s)/product provided; and
- d) The length of time you have been providing the services.



8. Conversion Plan

- 8.1. Describe how your firm will handle the transition from the current provider.
- 8.2. What costs will be associated with the transition?
- 8.3. If your firm is selected, what is the earliest date on which you can assume to complete the transition?
- 8.4. With respect to implementation of this group, what is your suggested time for enrolment?

9. Other Information

- 9.1. Provide a sample of your standard Service Agreement.
- 9.2. Please list appropriate insurance coverage and corresponding limits that you carry for the proposed type of work.
- 9.3. Confirm the policy types, coverage details and limits of all insurance coverage your organization carries. Identify the name of the underwriter attached to each insurance policy.
- 9.4. Please provide any additional information you feel is relevant to our needs.
- 9.5. If an insured financial arrangement is being proposed, please indicate the renewal rate setting methodology that will be employed at each renewal.



ATTACHMENT SIX

RFP Guidelines

Information Provided by the USC

Each respondent is solely responsible for conducting its own independent research, due diligence, and any other work or investigations and seeking any other independent advice necessary for the preparation of proposals, negotiation or finalization of any agreement, and the subsequent delivery of all the services. Nothing in the RFP Documents is intended to relieve the respondents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

No guarantee, representation or warranty, express or implied, is made and no responsibility of any kind is accepted by the USC or its representatives for the completeness or accuracy of any information presented in the RFP Documents. The USC and its representatives shall not be liable to any person or entity as a result of the use of any information contained in the RFP Documents or otherwise provided by the USC, or its representatives during the RFP process.

RFP Timeline

The deadline for submission of proposals is May 22, 2020 (the “**Submission Deadline**”). The USC may, without liability, cost or penalty and in its sole discretion amend the Submission Deadline. If the USC extends the Submission Deadline, all obligations of respondents will thereafter be subject to the extended deadline.

Questions and Communications Related to RFP Documents

Respondents shall submit all questions and other communications regarding the RFP Documents and the RFP process electronically to Jeff Armour at jarmour@westernusc.ca (the “**Contact Person**”).

The USC will provide the respondents with written responses to questions that are submitted in accordance with this RFP on or prior to May 22, 2020. The USC will circulate the responses to general questions by posting same on the RFP website. Any response to a question is not an RFP Document and does not amend the RFP Documents. The USC will distribute the general responses to all respondents but will not attribute the questions to any person or entity. The USC may, in its sole discretion,

- (a) answer similar questions from various respondents only once;
- (b) edit the language of the questions for the purpose of clarity;
- (c) respond to questions submitted after the Submission Deadline if the USC believes that such responses would be of assistance to the respondents generally; and
- (d) exclude submitted questions if they are ambiguous or incomprehensible.



It is each respondent's responsibility to seek clarification from the USC of any matter it considers to be unclear in the RFP Documents or the description of the services and the respondent may seek clarification in accordance with this Attachment. The USC shall not be responsible for any misunderstanding by a respondent of the RFP Documents, the RFP process or the services.

Addenda and Changes to the RFP Documents

The USC may, in its sole discretion, amend or supplement the RFP Documents prior to the Submission Deadline. The USC shall issue changes to the RFP Documents by addenda only. No other statement, response or notice, whether oral or written, made by the USC, including the Contact Person, shall amend the RFP Documents. The USC may issue addenda at any time and addenda will be distributed in the same manner as the RFP. Notwithstanding the foregoing, addenda will not be issued after May 22nd, 2020, unless it is to alter the Submission Deadline.

Each respondent is solely responsible for ensuring that it has received all addenda issued by the USC. Respondents may, in writing, seek confirmation of the number of addenda issued under this RFP from the Contact Person.

Prohibited Contact

Respondents are prohibited from engaging in any form of political or other lobbying, of any kind whatsoever, to influence the outcome of the RFP process. Respondents shall not contact or attempt to contact, either directly or indirectly, at any time during the RFP process, any of the following persons or organizations on matters related to the RFP process, the RFP Documents, or their proposals:

- (a) any member of team evaluating the proposals;
- (b) any advisor to the USC;
- (c) any employee or representative of the USC or Western; and/or
- (d) any directors, officers, employees, agents, representatives or consultants of the USC or Western.

If a respondent, in the opinion of the USC, contravenes these requirements, the USC may, in its sole discretion, disqualify the respondent in accordance with the terms hereof; or impose conditions on the respondent's continued participation in the RFP process that the USC considers, in its sole discretion, to be appropriate. For clarity, the USC is not obliged to take the actions as set out herein.

Public Disclosure

A respondent shall not issue or disseminate any media release, public announcement or public disclosure that relates to the RFP process, the RFP Documents or the services or any matters related



thereto, without the prior written consent of the USC.

Copyright

Respondents shall not use the name of the USC or Western, or any of the USC or Western's logos, designs, colours or registered trademarks and names used, owned or registered by the USC or Western, except with the prior written consent.

Confidentiality

Respondents are advised that the USC may be required to disclose the RFP Documents, any other documentation related to the RFP process and a part or parts of any proposal pursuant to applicable laws. Respondents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their proposals. Subject to the provisions of applicable law, the USC will use reasonable commercial efforts to safeguard the confidentiality of any information identified by the respondent as confidential but shall not be liable in any way whatsoever to any respondent if such information is disclosed as required under the applicable law.

The USC may provide the proposals to any person involved in the review and/or evaluation of the proposals on behalf of the USC and the USC may make and retain copies of the proposal. The respondent shall not require the USC or any of its representatives to sign a confidentiality agreement in respect of any step taken or information provided as part of this RFP process.

In this RFP, "**RFP Information**" shall mean all material, data, information or any item in any form, whether oral or written, including in electronic or hard-copy format, supplied by, obtained from or otherwise procured in any way, whether before or after the RFP process, from the USC in connection with the RFP Documents, or the services, except it does not include any item which, is or becomes generally available to the public other than as a result of a disclosure resulting from a breach of this RFP; becomes available to the respondent on a non-confidential basis from a source other than the USC, so long as that source is not bound by a confidentiality agreement with respect to the information or otherwise prohibited from transmitting the information to the respondent by a contractual, legal or fiduciary obligation; or the respondent is able to demonstrate was known to it on a non-confidential basis before it was disclosed to the respondent by the USC.

RFP Information,

- (a) shall remain the sole property of the USC and the respondent shall maintain the confidentiality of such information except as required by law;
- (b) shall not be used by the respondent for any other purpose other than submitting a proposal or performing obligations under any subsequent agreement with the USC relating to the services;
- (c) shall not be disclosed by the respondent to any person who is not involved in the respondent's preparation of its proposal or in the performance of any subsequent agreement relating to the



- USC, without prior written authorization from the USC;
- (d) shall not be used in any way detrimental to the USC; and
 - (e) if requested by the USC, shall be returned to the Contact Person no later than 10 calendar days after such request is received in writing by the respondent.

These confidentiality obligations shall be binding and shall survive any cancellation of this RFP and the conclusion of the RFP process. The USC may, in its sole discretion, require that respondents execute legally binding confidentiality agreements, in a form and substance satisfactory to the USC.

Costs

The respondent shall bear all costs and expenses incurred by the respondent relating to any aspect of its participation in this RFP process, including, without limitation, all costs and expenses related to the respondent's involvement in,

- (a) the preparation, presentation and submission of its proposal;
- (b) due diligence and information gathering processes;
- (c) preparation of responses to questions or requests for clarification from the USC;
- (d) preparation of the respondent's own questions during the clarification process; and
- (e) any discussion or negotiations with the USC, including for any final agreement.

In no event shall the USC be liable to pay any costs or expenses or to reimburse or compensate a respondent under any circumstances, regardless of the conduct or outcome of the RFP process. The respondent shall not hold the USC liable for any error or omission in any part of the RFP Documents or for any delay, or costs associated with delays, in the RFP process. Without limiting the generality of the foregoing, the respondent and all other entities participating in this RFP process agree that if the USC or its respective advisors commit a material breach of their obligations under or in connection with this RFP (that is, a material breach of the bidding contract), the total liability of the USC to the respondent and any other entity participating in this RFP process, and the aggregate amount of damages recoverable against the USC for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the USC shall be no greater than the respondent's cost of preparing its proposal.

Clarification and Verification

The USC may,

- (a) require the respondent to clarify the contents of its proposal;
- (b) require the respondent to submit supplementary documentation clarifying any matters contained in its proposal; and
- (c) seek a respondent's acknowledgement of the USC's interpretation of the respondent's proposal.



The USC is not obliged to seek clarification or verification of any aspect of a proposal or any statement by a respondent, including an ambiguity in a proposal or in a statement made by a respondent. Any written information received by the USC from a respondent pursuant to a request for clarification or verification from the USC as part of the RFP process may, in the USC discretion, be considered as an integral part of the proposal.

The USC may, in its sole discretion, verify or clarify any statement or claim contained in any proposal or made subsequently in any interview, presentation, or discussion. That verification or clarification may be made by whatever means that the USC deems appropriate and may include contacting the persons identified in the contact information provided by the respondent. In submitting a proposal, the respondent is deemed to consent to the USC verifying or clarifying any information and requesting additional information from third parties regarding the respondent as the USC may determine.

The USC may, in its sole discretion, convene a meeting with one, some or all respondents for the purposes of clarifying or verifying the contents of a respondent's proposal. Any information received by the USC from a respondent during a clarification/verification meeting may, in the USC's sole discretion, be considered as an integral part of the proposal, even if such information should have been submitted as part of the respondent's proposal. Information received during a clarification/verification meeting may, in the USC's sole discretion, be taken into account in the evaluation of the respondent's proposal.

Conflict of Interest

Each respondent shall disclose any potential, perceived or actual conflict of interest of the respondent to the Contact Person. The USC may, in its sole discretion, waive any conflict of interest or may impose conditions on a Respondent that require the management, mitigation and/or minimization of the conflict of interest.

Submission of Proposal

Respondents shall submit electronic copies of their proposals to the Contact Person by the Submission Deadline. For the purpose of this RFP process, the determination of whether the proposal that is submitted by e-mail is submitted on or before the Submission Deadline shall be based on the electronic time and date stamp that appears in the inbox of the Contact Person without consideration as to the time and date it was sent by the respondent.

It is the sole responsibility of the respondent to ensure that the proposal is received by the USC on or before the Submission Deadline. A proposal received after the Submission Deadline will not be considered.

Withdrawal, Amendment and Irrevocability

A respondent may withdraw its proposal only by giving written notice before the Submission Deadline to the Contact Person of an intention to withdraw. Subject to the respondent's right to withdraw before the



Submission Deadline, the respondent's proposal shall be irrevocable and shall remain in effect and open for acceptance after the Submission Deadline.

Respondents may amend their proposals after submission but only if the proposal is amended and resubmitted before the Submission Deadline.

Evaluation of Proposals

The proposals will be reviewed and evaluated by the evaluation team on the basis of the evaluation criteria set out in Attachment Seven. If, in the sole discretion of the USC, a proposal does not comply with the requirements set out in the RFP Documents, the USC shall, without liability, cost or penalty, eliminate the proposal and the proposal shall not be given any further consideration. The USC may waive failures to comply that, in the USC's sole discretion, do not constitute a material deviation of the RFP Documents.

The USC may, in its sole discretion, conduct interviews, demonstrations, site visits or presentations with some or all of the respondents. Specific details of the selection criteria and process will remain the private domain of the USC.

The USC is not obligated to accept any submissions and the lowest bid will not necessarily be accepted.

The USC shall determine, in its sole discretion:

- (a) the membership of the evaluation team;
- (b) whether a proposal is in compliance with the RFP Documents;
- (c) whether a failure to comply constitutes a material deviation or reservation;
- (d) the score of a proposal in accordance with Attachment Seven;
- (e) the rankings of the proposals;
- (f) the short-listing of respondents, if applicable; and
- (g) whether a proposal is disqualified.

Disqualification

The USC may, in its sole discretion, disqualify a proposal if:

- (a) the proposal is determined to be non-compliant in accordance with the RFP Documents;
- (b) the respondent fails to comply with the applicable law;
- (c) the proposal contains false or misleading information;
- (d) there is a conflict of interest which, in the sole discretion of the USC, cannot be managed, mitigated or minimized;
- (e) there is evidence that the respondent colluded with one or more other respondents,
- (f) the respondent has breached an agreement for services with the USC; and/or
- (g) a respondent engages in any activity which, at the sole discretion of the USC, is contrary to the



public interest or is harmful to the integrity or reputation of the USC.

Agreement Finalization

Upon the review of all proposals, the USC may, in its sole discretion:

- (a) identify the highest ranked respondent as the successful respondent (the “**Successful Respondent**”);
- (b) identify the highest ranking respondent (the “**First Respondent**”) and the second highest ranking respondent (the “**Second Respondent**”). The USC will enter into negotiations with the First Respondent and, failing successful negotiations, enter into negotiations with the Second Respondent. Upon completion of said negotiations, the USC will identify the respondent with whom the USC concludes successful negotiations as the Successful Respondent; or
- (c) enter into separate but contemporaneous negotiations with the First and Second Respondents and identify the Successful Respondent as a result of those negotiations.

The USC will notify the Successful Respondent that it has been selected to enter into negotiations with the USC for the purpose of finalizing the final agreement. If a written contract cannot be negotiated within 45 days of notification of the Successful Respondent, then the USC may at its discretion terminate negotiations and reject the proposal on that basis. The USC may then negotiate with successive respondents in order of evaluation ranking.

A contract may not necessarily result from this RFP. The USC also reserves the right, should it be in the best interests of the organization, to award a contract to more than one respondent. The USC may also, in its sole discretion, reject any or all of the proposals or elect not to proceed with the RFP.

Any contract resulting from the RFP will be for a period of five (5) years, subject to an initial one (1) year probationary term and satisfactory annual reviews of the respondent’s performance by the USC’s designated representative. If the service provided is unacceptable in the sole opinion of the USC, the contract may be terminated at any time during the period of same. Should the respondent receive an unsatisfactory performance review at any time following the probationary year, the USC reserves the right to terminate the contract upon 90 days written notice to the respondent.

The USC is not obligated in any manner to any respondent until a written contract has been signed by all applicable parties.

General Terms

The RFP Documents shall be governed by the laws of the Province of Ontario.

Should any provisions of the agreement arising from this RFP be found to be invalid by a court of appropriate jurisdiction, that portion shall be deemed severed and the remainder of the agreement shall remain in full force and effect.



ATTACHMENT SEVEN

RFP Evaluation Criteria

The USC will evaluate all proposals based on overall competence, compliance, format and organization.

Evaluation Category	Category Weight
Price (transactions / administration / consulting / other)	25%
Technical capability and security including proposed product and capability and security assurances	25%
Suitability (service ability / delivery / timeliness)	15%
Proposed team (skills / experience / educational background)	5%
Demonstrated experience related to health and welfare benefit fund requirements including company history and reference feedback	25%
Conversion (transition / cost / timeliness)	5%
	100%

