



Ontario Pension Board
Request for Proposal:
for
Pension Application Additional Services
OPB RFP # 2010-009_ITS/tc

Date of Issue: 01-Apr-2010

Instructions for Proposals:

1. Complete and return the “**RFP Receipt Confirmation Form**”, which is provided as Appendix of this RFP.
2. If you do not wish to submit a proposal, please complete and return the “**OPB Notice of No Response**”, which is provided as Appendix of this RFP.
3. Carefully read all the terms and conditions of this RFP plus any attached supplementary terms and instructions.
4. All proposal details must be in hard print format (typed or written in ink). Proposals sent by facsimile or e-mail transmission will not be accepted.
5. Any submission in response to this RFP must be complete, legible and signed in ink by a person(s) authorized to sign on behalf of the Proponent.
6. The person signing the proposal must initial any erasure, over-writing or strike-over.
7. A completed proposal must be received at the designated location prior to the closing date and time to be considered valid.
8. The **Proposal Return Label**, which is provided as Appendix of this RFP, must be used to submit a proposal to this RFP.
9. Proposals and delivery envelope should be clearly marked with the name and address of the Proponent.

TABLE OF CONTENTS

1.0	PROFILE OF THE ONTARIO PENSION BOARD.....	3
2.0	BACKGROUND.....	3
3.0	PURPOSE.....	4
4.0	SCOPE OF WORK	4
5.0	REQUEST FOR PROPOSAL PROCESS	7
6.0	PROPOSAL PREPARATION	9
7.0	EVALUATION PROCESS	11
8.0	ADDITIONAL TERMS	15
9.0	SELECTED CONTRACT CLAUSES	17
	APPENDIX A: CONFLICTS OF INTEREST	19
	APPENDIX B: EXCERPTS FROM THE ONTARIO PENSION BENEFITS ACT	20
	APPENDIX C: FORM OF OFFER.....	21
	APPENDIX D: RFP RECEIPT CONFIRMATION FORM.....	24
	APPENDIX E: OPB NOTICE OF NO RESPONSE.....	25
	APPENDIX F: PROPOSAL RETURN LABEL.....	26
	APPENDIX G: SCHEDULE OF RATES AND RESOURCE ASSIGNMENT (SAMPLE)	27

1.0 Profile of the Ontario Pension Board

Established in 1990 under the Public Service Pension Act, the Ontario Pension Board (OPB) is responsible for managing the Public Service Pension Plan (the "PSPP" or the "Plan"), which is subject to the Ontario Pension Benefits Act (PBA) and the Income Tax Act (ITA). OPB functions in the capacity of both Trustee and Administrator of the plan. This dual role requires it to act in a fiduciary capacity, acting in the interests of the beneficiaries of the plan while at the same time fulfilling obligations for compliance with the plan text as well as applicable legislative and regulatory standards.

The Ontario Public Service Pension Plan is one of the larger defined benefit pension plans in Canada, with approximately \$16 billion of assets and represents the interests of about 38,000 active members and approximately 41,000 pensioners and deferred vested members. It is financed by contributions from members and employers, and by the investment earnings from the Public Service Pension Fund.

As part of its investment strategies, OPB has a diversified portfolio including equities, fixed income, cash, real estate investments across Canada and other alternative investment vehicles.

OPB's mission is fourfold:

1. protect the long-term vitality of the Plan;
2. invest the Plan's assets to maximize returns within acceptable risk parameters;
3. keep contribution levels and benefits stable and affordable; and
4. deliver superior, cost-effective service to clients and stakeholders.

To achieve its success, OPB relies on marketing strategies to build awareness of the benefits of its plan, promote its success, manage expectations, as well as to maintain and build OPB's reputation.

2.0 Background

The IT division at OPB provides critical IT services functions to all business areas, in addition to a technology thought leadership role. The IT division's role evolved to meet increasing business and customer demands, in addition to managing the change associated with the introduction of complex technologies. The IT Division has become a thought leader in identifying and delivering enterprise wide solutions. The division's vision statement is "being a trusted technology partner to all business areas."

OPB embarked on a Customer Centric business and technology transformational journey in 2006. The technology transformation is focused on a fully integrated information technology model, which makes use of leading edge technology accessed through various customer channels. Technology will be both accessible internally by OPB staff and externally by OPB's stakeholders, in support of greater and timely access to their benefit information. Automation (workflow) of business processes is a key component to this model to ensure that the quality of service is achieved, within a framework of effective and efficient administration.

Currently OPB has an IT outsourcing agreement with HP Enterprise Services group, formerly EDS. The outsourced services cover both operations infrastructure support and application development and maintenance services. A resident HP team is responsible for the operation of business applications and their maintenance mainly based on an internal service request process. New systems or larger enhancement work are sourced through a competitive process.

3.0 Purpose

This request seeks to identify a suitable company(s) to provide professional services which will support the OPB IT division in delivering new systems and larger enhancement changes to OPB's pension administration software suite in 2010.

The proponent is asked to identify and propose required roles and skills sets to complete the enhancement work described in section 4.0, and to assemble a professional team with best qualified technical staff and to be responsible for a successful delivery. The successful proponent is expected to be responsible for all deliverables and activities within a standard, full SDLC process, including knowledge transfer to the base maintenance team and the post implementation support during a warranty period. The proponent shall describe their understanding of their 'full SDLC' project responsibilities within their response.

OPB wishes to establish an Agreement with one organization for the eight month term ending December 31, 2010. Once an Agreement is in place, the successful proponent shall provide a fixed price project cost for each enhancement, during the respective enhancement project planning phase. The fixed price enhancement project cost shall include a detailed statement of work that outlines effort details for each deliverable and resources assigned, all subject to approval by OPB. The cost for each approved enhancement shall be based upon the agreed 'Schedule of Resource Rates' attached in Appendix G and submitted in response to this RFP. OPB retains the right to seek independent review of project efforts submitted.

4.0 Scope of Work

The following has been identified as current priority high-level business requirements that need to be completed in 2010. The proponent must be able to start the described work with sufficient resources by April 30th, 2010.

OPB reserves the right to adjust the scope and deliverables based on changing business demands and priorities. OPB makes no representations or warranties about the type or volume of business to be provided to a Proponent over the course of the Agreement. This may result in a reduction or an increase in overall work and pricing.

4.1 Deliverables for 2010;

1. Implement enhancements to web based pension estimator tool functionality to better respond to member inquiries in respect to related pension benefit changes.
2. Implement enhancements to internal benefit calculation engine and contribution spreadsheets to support pension termination, retirement and credit "buyback" processes.
3. Integration of enhanced logic into existing pension estimator tools within OPB's secure web-site.
4. Development of additional web-based functionalities for member and pensioner on-line transactional services
5. Development and streamlining of new user work flows processes that support integration of business processes across multiple applications.

6. Adaptation of newly developed e-services tools for use by OPB internal staff, in particular the development of GUI logic for external OPB stakeholders that is efficiently replicable across the internal OPB staff presentation layer.

4.2 Technical infrastructure at OPB;

Development tools and programming language - Oracle 10g PL/SQL, MS Visual Basic, HTML, Java, JSP, XML, Oracle ESB(webLogic), Opentext Livelink O'Scripts, Crystal report, LAPI, LL Web reports

MiddleWare and Package environments – Opentext LiveLink 9.7 as ECM and BPM, Oracle 10g, Kofax, Oracle ESB (WebLogic), Apache Web/APP Server

Administrative knowledge – Opentext Livelink 9.7, Oracle 10g on AIX, Windows 2003, AIX, Novell

4.3 Other

The requirements in section 4.1 have been identified as priority work by OPB management and are deemed to be above and beyond the base work currently contracted to the current outsourced service provider, HP Canada, as part of the base application maintenance services.

The proponent is to assemble a team, as needed, which can provide application development and change management services as per business requirements. The team is expected to adhere to the SDLC process used by OPB as well as OPB's architectural principles and standards; also to develop professional working relationship with the HP Canada team, who retains overall responsibility for systems operations and day-to-day support of applications, outside of the warranty period. HP Canada is responsible for the software version control and responsible for all production systems. **All services are to be performed on site at OPB and the proponent must provide sufficient lead time to OPB Project Manager and the HP Canada support team on any systems support and modification needs.**

While the OPB is responsible and coordinates activities related to business changes as a whole, the proponent must develop and execute the application version change management plan with all stakeholders, including HP Canada base services team appropriately to ensure a successful transition to the new software version(s).

4.4 Expected Team

For each of the deliverables identified in section 4.1 and any additional requirements or projects agreed during the agreement period, the proponent will supply qualified resources on a project Team basis, at the fixed rates submitted by the proponent in Appendix G and subject to OPB approval. The Team:

1. Consists of required skills and expertise to provide required systems development and enhancement work as per section 4.1 and 4.2 and as further agreed and approved during the project planning phase
2. Works with the business areas, HP base services team, and IT's PMs to plan and execute the deployment of enhancements and new systems.

3. Ensures e-services on-line transactions follow OPB's own security model and framework as well as that of industry standard security protocols.
4. Provides 'production' ready code which meets, or exceeds OPB's and HP's quality assurance standards.
5. Provides fully documented knowledge transfer plan and subsequent knowledge transfer to the HP base services team
6. Supports post implementation and warranty period for 90 days after each production deployment.
7. Consists of sufficient number of available and suitably qualified resources to deliver agreed project(s) requirements and deliverables defined in the 2010 project plan(s) agreed by OPB (during the detail planning phase).
8. Performs all necessary testing following an OPB approved test plan, typically Unit, integrated systems, pre-production, performance and security vulnerability of public facing systems.
9. Provides full range of documentation following OPB's SDLC, typical design, code document, deployment instructions, operations manual, systems/user manual.
10. Provides comprehensive error-free integration with existing OPB systems and interfaces.

Proponent shall submit a fixed price 'Schedule of Resource Rates' attached in Appendix G for the skill set to fulfill all requirements as per section 4.1 and as further agreed during the agreement period also agree to;

1. Submit, as a part of the proposal, CVs of all proposed staff as a team to be assigned to OPB
2. Maintain consistency/continuity of assigned staff for the duration of the contract period.
3. Reassign staff out of the project during the contract period only with prior approval by OPB.
4. OPB retaining the right to evaluate individuals assigned to the project team, as part of the RFP evaluation process and part of an on-going performance evaluation process.

4.5 Timeframes

Milestones	End Dates
Planning & Governance	Week of May 10 th , 2010
Phase I - Detailed enhancement plan	May 15, 2010
Phase II – Enhancement Plan agreed with the business and other participants	May 28, 2010
Phase III - Development work completed	September 30, 2010
Phase IV – UAT	To be defined
Phase V – deployment	As required, but the last deployment by December 31 st , 2010
Phase VI – Warranty	Three calendar months after the deployment date, up to March 31 st 2011.

4.6 Ownership of Information

Upon full payment, the Proponent assigns to OPB all its rights, title, and interest including, without limitation, copyright and proprietary rights to any source code, test protocols, reports, materials, methodologies, communication pieces, concepts or models prepared specifically for OPB further to this RFP. However, any work performed may include data, modules, components, designs, tools, models, methodologies, analysis frameworks, leading practices or specifications owned or developed by the Proponent prior to, or independently from, its engagement and the Proponent shall retain all its rights thereto including any modifications or improvements during or as a result of any engagement with OPB further to this RFP.

The Proponent shall execute any documents, assignments or further assurances required by OPB to evidence and confirm OPB's ownership of the Property Rights.

4.7 Independent Contractor

Any Agreement prepared pursuant to this RFP will be a contract for the performance of services as an independent contractor and the Proponent will not be deemed to be an employee of OPB. The Proponent shall be responsible for unemployment insurance, workers' compensation, income tax, Canada Pension Plan contributions, and any other matters arising out of the relationship between employer and employee.

5.0 Request for Proposal Process

The following table outlines the Proposal process schedule:

Item	Description	Date
01	RFP issued	01-April-2010
02	Proposal submission due date	16-April-2010
03	Invitation to Proponents to present RFP	22-April-2010
04	Proponent presentations	26-April-2010
05	Award & written notifications	30-April-2010

5.1 Receipt Confirmation Form

Please complete and return the "**RFP Receipt Confirmation Form**", which forms **Appendix D** of this document. All subsequent information regarding this RFP, including changes made to this document, will be sent only to those Proponents who have completed and returned this form. Subsequent information will be distributed by the method authorized on the Receipt Confirmation Form.

5.2 Enquiries

All enquiries related to this RFP are to be directed in writing (or via e-mail) to the following person. Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and distributed to all Proponents. **Questions received after 4:00 p.m. on April 13, 2010 will be answered if time permits.**

Mailing Address:

Ontario Pension Board
200 King Street West, Suite 2200
Toronto, Ontario M5H 3X6

Attention: Steven Chopowick
Facsimile: 416-364-7578
E-mail: steven.chopowick@opb.ca

Alternate contact is;

Attention: David Lui
Telephone (416) 601-4038
Facsimile (416) 361-1630
E-mail: david.lui@opb.ca

Closing Date for Receipt of Proposals

Three (3) copies of each proposal must be received by

April 16, 2010 by 4:00 p.m.

Using the **Proposal Return Label**, which is provided as **Appendix E** of this document, please submit the required number of copies, to:

**Steven Chopowick
Ontario Pension Board
200 King Street West, Suite 2200
Toronto, Ontario M5H 3X6**

Only original copies of responses are acceptable. Proposals sent by facsimile transmission or e-mail will not be accepted. Proposals and their envelopes should be clearly marked with the name and address of the Proponent.

It is the responsibility of the Proponent to ensure that its proposal is received on or before the deadline.

5.3 Late Proposals

Late proposals will not be accepted and will be returned unopened to the Proponent.

5.4 Conflict(s) of Interest

Please refer to **Appendix A** for details of the OPB's **Conflicts of Interest Policy**.

5.5 Negotiation Delay

If a written contract cannot be negotiated within Thirty (30) days of notification of a successful Proponent, OPB may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a contract with another qualified Proponent or choose to terminate the Request for Proposal process and not enter into any contract with any of the Proponents.

5.6 Debriefing

At the conclusion of the Request for Proposal process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing meeting with OPB.

5.7 Conditions

- All copies of the Responses to this Request for Proposal (RFP) remain the property of the Ontario Pension Board (OPB).

- The OPB reserves the right to amend or supplement the RFP.
- All Proponents will receive written documentation outlining the proposed changes and/or additions to the original RFP.
- The Proponent represents and warrants that it is authorized to offer the services as contemplated by this RFP.

6.0 Proposal Preparation

6.1 Organization of Proposal Contents

Please organize your response in the following manner with the subject headings and sequence indicated:

1. Title Page
2. Letter of Introduction signed by the authorized person(s)
3. Table of Contents **with page numbers**
4. Proponent's response to services requirements in **Section 4 and Sections 7.3a (ii-iv)**.
5. Fees (including hourly rates and alternative fee arrangements available to OPB)
6. Corporate background / Information on the range of services offered
7. CV's of individuals to be assigned demonstrating industry and technology specific knowledge
8. References (minimum 3 references documented per format in **Section 6.9**)
9. Change control procedure
10. Relevant skills of the individual proposed team members (Appendix G)
11. Assignment and management approach
12. Any additional information you may wish to provide
13. Acknowledgement of **Conflict of Interest Policy (Appendix A)**
14. Completed and signed **Form of Offer (Appendix C)**

6.2 Signed Response

Any proposal received must be signed on behalf of the Proponent by the partner who is responsible for the services provided by the Proponent if the Proponent's proposal is accepted.

6.3 Alternative Solutions

If any alternative solutions are offered, please submit the information in the same format, as a separate proposal.

6.4 Irrevocability of Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. By submission of a proposal, all Proponents agree that should its proposal be deemed successful, the Proponent will enter into a contract with OPB based on the offer contained within the proposal. Since this RFP and the successful Proponent's proposal to it will form part of the final Agreement, OPB assumes that all statements made in the proposal are true, accurate and complete. The Proponent assumes all responsibility for incomplete or inaccurate information or pricing.

6.5 Changes to the Proposal Wording

The Proponent will not change the wording of the proposal after the RFP closing date and time of April 16, 2010 at 4:00 p.m. EST and no words or comments will be added to the proposal unless requested by OPB for the purposes of clarification.

6.6 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing their proposal submission in this RFP process, participation in an interview or presentation process and for subsequent negotiations with OPB. If OPB elects to reject all proposals, OPB will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final contract, or any matter whatsoever.

6.7 Firm Pricing

Proposals must be firm for at least 90 days after the RFP closing date and time of April 16, 2010 at 4:00 p.m. EST.

6.8 Consultant Fees, Currency & Taxes

Please indicate where your fee structure incorporates one or more of the following types of charges:

- Retainer
- Hourly rates, identifying service specific rates where applicable
- Fixed pricing for a block of deliverables may be provided and must indicate all items covered by the proposed fee.
- Any fees for goods, services and other charges or expenses that are not considered services but that may occur as an additional cost to OPB as a result of contracting the Proponent.

Please provide your cost quotations as follows:

- (a) In Canadian dollars.
- (b) Inclusive of duty, where applicable.
- (c) FOB destination, delivery charges included where applicable.
- (d) Exclusive of Ontario Provincial Sales Taxes; and
- (e) Reference a firm time frame for any rates provided in the proposal with an annual escalation rate for fees beyond this period where pricing cannot be established at this time.

The Ontario Pension Board is not subject to the Federal Goods and Services Tax.

OPB's standard is to pay fees upon the delivery of services in a satisfactory manner. Payment will be made within 30 days upon presentation of an invoice relating to the delivery of these services. The Proposal should identify any request to pay in a manner different to this.

6.9 References

Proponents are expected to demonstrate a proven track record with regard to the provision of a similar services and assignments.

Proponents will provide a minimum of three (3) references for contracts or employment that illustrate its background and experience with the requirements of the position. These should be as recent as possible. The references must be of similar nature and complexity to the requirements of the OPB and must include a contact person.

The reference should provide the following information in a table format, as follows:

Name of Client Organization/Employer:	
Company Street Address:	
Client Contact Name:	
Client Contact Position	
Client Contact Telephone Number:	
Client Contact Email Address:	
Short Project Description:	
The contract start date and completion date:	
A detailed description of the work performed:	
State whether the vendor assignment was completed on time and within budget:	

6.10 Completeness of Proposal

By submission of a proposal, the Proponent warrants that all components required have been identified with appropriate costs.

7.0 Evaluation Process

7.1 Evaluation Committee

The Evaluation Committee consisting of representatives within the Ontario Pension Board will review all responses to the RFP that are received by the deadline stated in **Section 5.3 Closing Date for Receipt of Proposals**.

Evaluation and Selection

All proposals will be checked against the mandatory criteria in **Section 7.2(a)** following.

- Proposals not meeting the mandatory criteria will be rejected without further consideration.
- Based on the Evaluation Scoring in **Section 7.2(b)**, proposals **not meeting the minimum total score of 60%** for the written proposal, prior to reference review, will not receive further consideration.
- Proponents who achieve at least the minimum required scores on their proposals will be short-listed to participate in a presentation to OPB.

All submissions will be treated in a competitive manner. Preferential treatment will not be granted to submissions originating from those previously employed by, or associated in any way with, the Ontario Pension Board.

The lowest bid need not be the selected service provider.

OPB's intent is to enter into an Agreement(s) with the vendor(s) who has the highest overall ranking, based on the proposal and presentation, subject to meeting the constraints outlined earlier.

7.2 Evaluation Criteria

Written proposals will be evaluated according to the following rating system:

(a) Mandatory Criteria

All Proposals must have the following items addressed. If the Proposal lacks any one of these items, it will not be considered.

(i) Proponent Qualifications and Experience

The Proponent must designate staff with the sufficient skill sets to meet the requirements as outlined in Section 4.

Proponents are expected to demonstrate a proven track record with IT business application enhancement tasks and the project management of such engagements.

Rated capability of the proponent;

- Prior application development/maintenance experience within a financial services environment
- Ability to assemble the required delivery team with own staff and sufficient bench strength
- Financial stability
- Evidence of professional liability insurance policy in force with minimum coverage of \$2,000,000 per incident

Additionally, the proponent must demonstrate prior experience of SDLC, ITIL framework, organization change management in support of implementing business strategy, IT strategy, structure, and process deployment.

(ii) Response to Section 4: Scope of Services

The proponent's proposal must provide a concise description of its competencies and how it satisfies the needs of the OPB with specific reference to the following desired skill sets:

Proposed team

- General pension administration and business process knowledge
- Experience of the proposed team working as a unit
- Business analysis and reengineering experience using Opentext Livelink package
- Architectural impact assessment in SOA environment
- Data modeling and data management in Oracle 10G
- Opentext Livelink performance management experience in Windows servers
- Oracle Livelink ECM instance performance tuning experience in IBM AIX servers
- Oracle PL/SQL performance tuning expertise
- Web page design for transactional services in Oracle/Weblogic Portal
- Code development within architectural environment as described in section 4.2
- Systems and integration testing support in multi-tier applications environment

- User acceptance testing support
- Third party penetration testing support
- Business process reengineering support
- Network and application wide load testing
- Technical project management
- Business process design experience in supporting multi-channel input and outputs
- Deployment in a complex application environment with 24*7 on-line needs

Individual technical staff

- 3 or more years development or maintenance experience in the pension services industry, within the last five years.
- 5 or more years in tools and programming languages they are assigned to work on
- 3 or more years in Livelink and Oracle ESB experience
- 10 or more years of job specific experience for business analyst and architects
- Module and integration testing

(iii) Response to Section 4.5: Timeframes (“Availability”)

The Proponent is required to indicate if they are available to meet the indicated schedule and timeframes detailed in section 4.5.

(iv) Approach

The Proponent is required to describe the implementation approach(s) along with a list of milestones and methodologies it would deploy and provide a description of the deliverables for each of the activities to be taken to meet the requirements, specifically:

- Methodology e.g. industry standard or vendor specific (describe your methodology);
- Resourcing Strategy: How do you intend to apply your resources, will they be full-time or part-time, skill sets e.g. technical and/or business, level of seniority. The Proponent is required to submit current Resumes for each staff being proposed;
- Continuity of assigned team: How do you ensure continuity of the assigned team to OPB for the duration of the Agreement?
- Describe the process and the level of OPB involvement you expect to develop and agree on work estimates for individual enhancement tasks;
- Describe your change control process on scope and schedule, outlining steps, deliverables and approvers.
- Describe your software revision control process
- Describe the project approach you would recommend for delivering the project outcome, including the governance structure you consider would be appropriate to manage stakeholder expectations, risks, reporting, executive oversight, decision making authority and reporting structure;
- Your approach(s) shall describe the knowledge transfer plan, and warranty support.

The Proponent represents and warrants that it is authorized to offer the services as contemplated by this RFP.

(v) Fixed Pricing

Note: A clear 'Schedule of Rates' for all skills associated with this request must be provided in order to be considered for evaluation.

Using the rate chart provided in the Appendix 'G', the proponent must submit a 'Schedule of Resource Rates/**Per Diem Rate**' on a Roles/Skill basis and the resource name assigned to deliver the scope of work described in Section 4.0, 4.1 and 4.2. The rates proposed by the proponent shall be fixed price during the duration of the Agreement and will be used to price any additional or reduced work, including any overtime work requested by OPB.

Pricing must cover all aspects of developing and deploying IT application changes through the SDLC, including any overhead cost of managing the team. This includes reviews and reports to management as well as any additional costs related to contemplated price increases, courier costs, or other charges that could potentially be charged. Price ranges and fractions of cents are not acceptable.

A formula covering overtime charges should be provided. Overtime charges will only be applied for those circumstances outside the control of the proponent. Inaccurate or poor planning and estimates provided by the proponent, resulting in additional hours for the proponent, will not be accepted as payable charges to OPB or change control to the requirement.

(b) Evaluation Scoring

The contents of the proposal will be evaluated according to the following criteria:

Suitability of the Proponent	75%
▪ Understanding, approach and methodology	5%
▪ Individual and team experience with required technology and tools	30%
▪ Individual and team experience with relevant systems implementation in pension administration and investment management environment	20%
▪ Proponent experience with medium sized financial services firms	10%
▪ Relevant client references	10%
Guaranteed Fixed Price Quotation	25%
Total for Written Proposal	80%
Total for Presentation	15%
Total for References	5%
Total Overall Weighted Score	100%

7.3 Interview for Short-listed Proponents

The OPB will invite short-listed Proponents to provide a presentation and answer questions at a meeting to be held at the OPB office during the period of 26th day of April, 2010. The Selection Committee requests **all key individuals that will be working for the Proponent** to attend this meeting.

The Selection Committee will establish and communicate the agenda of this meeting to the short-listed Proponents. Further, the Selection Committee reserves the right to ask

additional questions at its discretion and may adjust the score for any of the evaluation criteria (and thus the overall score) as a result of the proposal presentation and or the written response to the Committee's questions.

8.0 Additional Terms

8.1 Sub-contracting

The successful Proponent will not assign, delegate or sub-contract any of its rights or obligations under this Agreement without the prior written consent of OPB.

8.2 Acceptance of Proposals

Proposals that do not adhere to the competitive process rules or schedules will be disqualified from evaluation.

The Ontario Pension Board reserves the right to reject any or all proposals and to accept any proposal in whole or any part thereof. The lowest or any tender will not necessarily be accepted.

8.3 Contractual Terms and Conditions

The terms of the Agreement between OPB and the successful vendor must be in a form and substance satisfactory to OPB.

8.4 Liability for Errors

OPB shall be held harmless from relying on information and recommendations provided by the Proponent to the extent that any errors arose from the negligence or misconduct of the Proponent in preparing any reports that OPB may have used in evaluating and justifying its decisions. Liability for errors shall also rest with the Proponent in the event that the Proponent does not possess the skills or knowledge purported to be possessed by the Proponent.

8.5 Agreement to Terms

The Proponent agrees that its proposal is a firm offer to supply the goods and/or services specified herein at the stated price, and on the terms and conditions herein contained, which offer may be accepted by OPB or its designated official. The Proponent may revoke its proposal at any time prior to the time fixed for proposal opening by delivering or causing to be delivered written notice of revocation to OPB at the address noted on the proposal invitation. Revocation will take effect from the time the notice is actually received. A notice of revocation will not be accepted after the time fixed for proposal opening.

OPB reserves the right to reject any or all proposals and to accept any proposal in whole or any part thereof. The lowest or any tender will not necessarily be accepted.

The successful Proponent will be notified in writing by OPB, which will issue the appropriate tender award or acceptance document.

8.6 Modification of Terms

This request for proposal shall not be amended, changed or modified in whole or in part, except by a written amendment signed by a person(s) authorized to sign on behalf of OPB.

8.7 Waiver of Technicalities in Specifications

OPB may waive minor differences in specifications.

8.8 Protection of Privacy and Confidentiality

The provisions of this Paragraph 8.8 will survive termination, expiration or rejection of any response to this RFP and after the completion of any duties provided under this RFP.

(a) Confidential Information

"Confidential Information" includes this Proposal and all associated documentation, all information relating to a party's business and the affairs of its clients, which is received by a party from the other party during the course of an assignment and information to the extent not generally known by or readily ascertainable by or available to, on a legal or authorized basis, the general public. It also includes all information relating to or that identifies a natural person.

(b) Disclosure Restrictions

Parties warrant that they will not, directly or indirectly, communicate, publish, display, loan, give or otherwise disclose or divulge the Confidential Information to any other person, corporation, and association or otherwise, except to such employees of either party who may require such disclosure in order to fulfill the obligations of said party further to this RFP. The Proponent will advise any independent contractors, before they receive access to or possession of any Confidential Information, of the confidential nature thereof and require them to abide by the terms of this Section 8.8.

(c) Compliance with Privacy Laws

The Proponent agrees that it will comply, in all respects, with applicable privacy laws in connection with such Confidential Information and with the **Canadian Standards Association Model Privacy Code**. If the Proponent is selected to provide the deliverables contemplated by this RFP, the Proponent will sign and return an OPB Confidentiality Agreement.

8.9 Conflict of Interest

Proponents must acknowledge and adhere to the OPB **Conflicts of Interest Policy**, which follows as **Appendix A**.

Conflicts of Interest include any situation or circumstance, which may either:

- Give the Proponent an unfair advantage during the selection process; or,
- Compromise the ability of the Proponent to perform its contractual obligations.

The Proponent shall advise OPB of any actual or potential Conflict of Interest.

OPB reserves the sole right to determine whether any situation or circumstance constitutes a Conflict of Interest.

OPB reserves the right to prescribe solutions to the Proponent to deal with any Conflict of Interest.

The Proponent shall avoid any Conflict of Interest and advise OPB if any Conflict of Interest arises during an assignment.

OPB also reserves the right to disqualify a Proponent due to a Conflict of Interest or terminate a contract where the Proponent did not disclose a Conflict of Interest or where resolution was not completed as requested by OPB.

8.10 Termination with cause

OPB may terminate any contract resulting from this RFP process for non-performance of obligations under the contract. The Proponent shall have one month from receipt of notice of non-performance to remedy the conditions that brought about such notice to avoid termination of the contract taking effect. While such notice could be provided at any time during the period of the contract, a formal review of the Proponent's performance may occur after the Proponent has been on contract with OPB for 90 days. Termination of this Agreement shall not release or otherwise affect the obligations or liability of either party with respect to matters that occurred before termination and all provisions which, by their nature, are intended to continue after termination shall continue in effect after termination.

8.11 Termination without cause

Upon giving thirty (30) days written notice to the Proponent, OPB may at any time and without cause, cancel the contract. In the event of such cancellation, OPB shall not incur any liability to the Proponent apart from the payment for the services that have been satisfactorily delivered by the Proponent up to the time of termination. Upon receiving such written notice, Proponent would provide transition assistance for a period of thirty (30) days to ensure continuity of service levels and provide for orderly return of all property owned by OPB including but not limited to original and copies of, files, data, specifications, equipment and materials.

8.12 Verification of Response Statements

OPB reserves the right to verify any and all response statements. Such verification will be completed through an independent third party contractor, where necessary.

9.0 Selected Contract Clauses

9.1 Laws of Ontario

Proponents should be aware and acknowledge that service providers selected by the OPB must be able to comply with all provincial and municipal laws and regulations which apply to any and all items included in the Request for Proposal. Any agreements that result from the selection through this Request for Proposal will be governed by, subject to, and construed in accordance with the laws in force in the province of Ontario

The Proponent must be able to comply with all provincial and municipal laws and regulations that apply to any and all items included in the Proposal.

9.2 Indemnity

The Proponent shall indemnify and hold the Ontario Pension Board harmless from any loss, claim or damage to persons or property arising from the negligence or willful misconduct of the Proponent.

The Proponent shall indemnify and save harmless the Ontario Pension Board in Right of Ontario against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent, copyright or trade secret or for royalties or any other payments which may be payable in conjunction with carrying out the work.

Subject to the provisions herein, the Sale of Goods Act of the Province of Ontario shall apply to any resulting contract insofar as any part of such contract relates to goods.

APPENDIX A: CONFLICTS OF INTEREST

Except as permitted by law, no Board member, officer, employee, actuary, adviser, auditor, expert, lawyer, portfolio manager or other person appointed to carry out duties and responsibilities on behalf of OPB (an "OPB Agent"), shall knowingly permit his or her interest to conflict with his or her duties and powers in respect of the Plan or the Fund.

A conflict of interest is deemed to include any direct, indirect, actual or perceived material pecuniary interest of an OPB Agent in any arrangement, contract, investment, transaction or other matter in which the Plan or the Fund participates or proposes to participate. The pecuniary interest of an OPB Agent is deemed to include that of:

- (i) His or her spouse;
- (ii) Any person with whom the OPB Agent is living in relationship outside marriage;
- (iii) Any member of the OPB Agent's family who shares his or her home; and,
- (iv) Any corporation or trust controlled by the OPB Agent or in which he or she has substantial beneficial interest.

Board Agents shall not:

- (i) Make, influence or participate in the making of any decision, if the effect of such a decision is the potential furthering of the OPB Agent's interests;
- (ii) Use material information derived from his or her status as an OPB Agent that has not been generally disclosed to further the OPB Agent's interests; or
- (iii) Accept, in condition with his or her status as an OPB Agent, any gift or personal benefit, except those of a minor nature or as permitted by law.

At the earliest opportunity, each OPB Agent shall fully disclose, in writing, if practical, any conflict of interest or potential conflict of interest to the Secretary of the Board of OPB. The Secretary shall record such declarations of conflict and report them to the Board at the earliest opportunity.

APPENDIX B: EXCERPTS FROM THE ONTARIO PENSION BENEFITS ACT

Dated May 31, 1992

Section 22 and 62 of the Pension Benefits Act

Care, diligence and skill	22.-(1) The administrator of a pension plan shall exercise the care, diligence and skill in the administration and investment of the pension fund that a person of ordinary prudence would exercise in dealing with the property of another person.	Responsibility for agent	(7) An administrator of a pension plan who employs an agent shall personally select the agent and be satisfied of the agent's suitability to perform the act for which the agent is employed, and the administrator shall carry out the supervision of the agent as is prudent and reasonable.
Special knowledge and skill	(2) The administrator of a pension plan shall use in the administration of the pension plan and in the administration and investment of the pension fund all relevant knowledge and skill that the administrator possesses or, by reason of the administrator's profession, business, or calling, ought to possess.	Employee or agent	(8) An employee or agent of an administrator is also subject to the standards that apply to the administrator under subsections (1), (2) and (4).
Member of pension committee, etc.	(3) Subsection (2) applies with necessary modifications to a member of a pension committee or board of trustees that is the administrator of a pension plan and to a member of a board, agency or commission made responsible by an Act of the Legislature for the administration of a pension plan.	Benefit by administrator	(9) The administrator of a pension plan is not entitled to any benefit from the pension plan other than pension benefits, ancillary benefits, a refund of contributions and fees and expenses related to the administration of the pension plan and permitted by the common law or provided for in the pension plan.
Conflict of interest	(4) An administrator or, if the administrator is a pension committee or a board of trustees, a member of the committee or board that is the administrator of a pension plan shall not knowingly permit the administrator's interest to conflict with the administrator's duties and powers in respect of the pension fund.	Member of pension committee, etc.	(10) Subsection (9) applies with necessary modifications to a member of a pension committee or board of trustees that is the administrator of a pension plan and to a member of a board, agency or commission made responsible by an Act of the Legislature for the administration of a pension plan.
Employment of agent	(5) Where it is reasonable and prudent in the circumstances to do so, the administrator of a pension plan may employ one or more agents to carry out any act required to be done in the administration of the pension plan and in the administration and investment of the pension fund.	Payment to agent	(11) An agent of the administrator of a pension plan is not entitled to payment from the pension fund other than the usual and reasonable fees and expenses for the services provided by the agent in respect of the pension plan. 1987.c35.s23.
Trustee of pension fund	(6) No person other than a prescribed person shall be a trustee of a pension fund.	Investment of pension fund	62. Every person engaged in selecting an investment to be made with the assets of a pension fund shall ensure that the investment is selected in accordance with the criteria set out in this Act and prescribed by the Regulations. 1987.c35.s23.

APPENDIX C: FORM OF OFFER

To Ontario Pension Board:

1. Proponent Information

(a) Proponent's name, registered legal business name and any other name under which it carries on business:

(b) Proponent's address, telephone and facsimile numbers:

(c) Name, address, telephone and facsimile numbers of the contact person(s) for the Proponent:

(d) Whether the Proponent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:

(e) Name(s) of the proprietor, where the Proponent is a sole proprietor; each of the directors and officers where the Proponent is a corporation; each of the partners where the Proponent is a partnership and applicable combinations of these when the Proponent is a joint venture or consortium, whichever applies:

(f) Whether the Proponent is a partner, director, officer, shareholder of, or a contributor of capital to another individual, sole proprietorship, corporation, partnership, joint venture, or a consortium that has as its principal business the provision of deliverables similar to the deliverables required pursuant to this RFP. If so, provide full details by way of attachment.

2. Offer

I hereby offer to provide the Deliverables as indicated in the RFP document in consideration of the Ontario Pension Board paying me/us in accordance with the Rate Sheet and the terms, conditions and provisions outlined in the RFP.

I have carefully examined the RFP documents and have a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting the proposal, I agree and consent to the terms, conditions and provisions of the RFP.

3. Mandatory Requirements

I enclose herewith as part of the proposal, responses to all mandatory submission requirements, as set out below:

MANDATORY FORMS:	Yes	Page
Form of Offer (Appendix C)		
Proposal Return Label (Appendix F)		
<i>Notice to Proponents: There may be Mandatory Requirements in this RFP other than those set out above. See Section 7.2(a) of this RFP for a complete listing of Mandatory Requirements.</i>		

4. Rates

I have submitted my Rates in accordance with the instructions in the RFP.

5. References

I have included the number and type of references required by the **RFP Section 6.9** and consent to the Ontario Pension Board performing checks with those references and with any other relevant references.

6. Addenda

We have received and allowed for Addenda number _____ in preparing my proposal.
(Insert #'s or "NONE")

7. Bid Irrevocable

I understand that my submitted proposal is based upon the acceptance of the proposal, in whole or in part, within 90 days of the Proposal Submission Deadline and is irrevocable during that period.

8. Conflict of Interest

Proponents, while completing this portion of the Form of Offer, must acknowledge and adhere to OPB's **Conflicts of Interest Policy** referenced in **Section 8.9** and which forms **Appendix A** of this RFP.

I confirm that there is no actual or potential Conflict of Interest relating to the preparation of our submission and I do not foresee any actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

In submitting the proposal, I have no knowledge of or ability to avail ourselves of confidential information of the Ontario Pension Board (other than confidential information which may have been disclosed by the Ontario Pension Board to the Proponents in the normal course of the RFP) which is relevant to the contemplated contract, its pricing or the RFP evaluation process.

I agree that, upon request, I shall provide the Ontario Pension Board a Conflict of Interest Declaration from each individual involved in this proposal submission.

9. Disclosure of Information to Advisers

I hereby consent, pursuant to subsection 17 (3) of the *Freedom of Information and Protection of Privacy Act*, to the disclosure, on a confidential basis, of this proposal by the Ontario Pension Board to the Ontario Pension Board's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

10. Proof of Insurance

By signing the Form of Offer, each Proponent acknowledges its willingness, if selected, to provide proof of insurance coverage as required in the Agreement. If selected, the selected Proponent must provide proof of insurance coverage in the form of a valid certificate of insurance prior to the execution of the Agreement.

11. Execution of Agreement

I understand that in the event my/our proposal is selected by the Ontario Pension Board, in whole or in part, I agree to finalize and execute the Agreement in accordance with the RFP.

Signature of Proponent:

Date:

Signature of Witness

Name of Witness:

Date:



APPENDIX D: RFP RECEIPT CONFIRMATION FORM

OPB RFP # 2010-009-ITS/tc (the "RFP")

This is to inform you that I/We are in receipt of the Ontario Pension Board's Request for Proposal (RFP #2010-009-ITS/tc) relating to Pension Application Enhancement Services.

Respondent: _____

Postal Address: _____

Telephone No.: _____

Fax. No.: _____

Signature: _____

Date: _____

Any future communication relating to this RFP is to be submitted by (please specify your preference(s):

☐

Mail

☐☐

E-mail

E-mail address

Return via Fax to:
Steven Chopowick, Ontario Pension Board
Fax Number: (416) 364-7578



APPENDIX E: OPB NOTICE OF NO RESPONSE

OPB RFP # 2010-009-ITS/tc (the “RFP”)

This is to inform you that it is ***NOT our intent to respond*** to the Ontario Pension Board's Request for Proposal (***RFP #2010-009-ITS/tc***) relating to Pension Application Enhancement Services.

Respondent: _____

Postal Address: _____

Telephone No.: _____

Fax. No.: _____

Signature: _____

Date: _____

Return via Fax to:
Steven Chopowick, Ontario Pension Board
Fax Number: (416) 364-7578

APPENDIX F: PROPOSAL RETURN LABEL**AFFIX THIS LABEL TO YOUR SUBMISSION PACKAGE ENVELOPE**

Proponent to complete the following:
(Full Legal Name and Address)

NAME: _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

RFP No.:

#2010-009-ITS/tc

PROPOSAL SUBMISSION DEADLINE:

Date: April 16th, 2010

Time: 4:00:00 p.m. (EST)

**TO: Ontario Pension Board
2200-200 King Street West
Toronto, Ontario M5H 3X6
Attn: Steven Chopowick**

The Postal Code is to aid in identifying the building only. The onus remains solely with Proponents to instruct courier/ delivery personnel to deliver Proposal submissions to the exact floor location specified above by the Proposal Submission Deadline. Proponents assume sole responsibility for late deliveries if these instructions are not strictly adhered to.

IMPORTANT INSTRUCTIONS:

Proposals must be submitted in a sealed package(s) to the address indicated on the Proposal Return Label between the hours of 8:00 a.m. and 5:00 p.m. (Toronto Time), Monday through Friday (excluding Statutory Holidays), AND NO LATER THAN THE PROPOSAL SUBMISSION DEADLINE NOTED ABOVE.

The Ontario Pension Board does not accept responsibility for Proposal submissions directed to any location other than the Ontario Pension Board address indicated on the label above. The Postal Code is to aid in identifying the building only. **The onus remains solely with Proponents to instruct courier/ delivery personnel to deliver Proposal submissions to the EXACT FLOOR location specified above.**

Proponents assume sole responsibility for late deliveries if these instructions are not strictly adhered to.

Failure to affix this Label to your submission envelope/ package may also result in submissions not being recognized as Proposals. This could result in your proposal arriving late at the Tenders Office and will be deemed late, disqualified and returned to the Proponent.

Proposals received by Fax or any other kind of electronic transmission will be rejected.

APPENDIX G: Schedule of Rates and Resource Assignment (Sample)

In Table 1.0 below, roles and skills are defined from preliminary planning with the high level business requirements. The number of days listed in the table below is based on an OPB estimate and may be adjusted based on planning. The proponent is expected to include, in Table 2.0 below, any other roles and skill they believe maybe necessary to compliment the team for the successful delivery of all systems work as specified in the section 4.1 and 4.2. The completed Table 1.0 will provide the basis of the proponents guaranteed fixed fee evaluation as indicated in section 7.2(a){v}.

Table 1.0

Team Member Name	Role	Total Estimated Number of days	Skills & experience	Rate/ Per Diem
	Technical Lead	- 180	- IT project lead - 10 years in Pension Plan support - SDLC, ITIL Web project lead experience - Java, ASP, Weblogic, ESB, SOA,	
	Technical lead	- 170	- IT project lead - 10 years in pension plan support - Pension Payroll, member administration systems knowledge and experience - Opentext ECM/BPM design and development experience - Oracle data modeling, N-tier Architecture,	
	PL/SQL Developer	- 200	- 10 years of Oracle PL/SQL - 5 years Pension plan payroll and member administration systems experience - Oracle Script tuning expertise - Data modeling experience - VB experience will be preferred	
	Livelihood Workflow Developer	- 180	- Opentext LL 9.7 experience - 3 years of O'scripting - ECM Workflow design and development experience - Workflow tuning experience	
	Java developer	- 300	- Experience in integrating - Opentext LL, Oracle ESB, E-forms and Crystal reports.	

			- 5 years of Java, JSP, HTML, XML, ASP - Oracle PL/SQL - Weblogic and BEA Webportal	
	N-tier Application Architect	- 40	- Multi-platform and multi-system integration experience - Pension administration systems experience - Best practice web security model design, implementation, testing experience. - Weblogic and BEA Webportal - Web-portal, Oracle DB and ESB, Opentext Livelink - ECM/BPM design, tuning and integration experience	
	Oracle DB architect	- 60	- Multi-platform and multi-system integration experience - Pension administration systems experience - Opentext Livelink - ECM/BPM design, tuning and integration experience - Oracle 10g running on multi-servers and environments.	

Alternative timelines or resource requirements that the Proponent recommends can be included in table 2.0 below.

Table 2.0

Team Member Name	Role	Total Estimated Number of days	Skills & experience	Rate/ Per Diem
		-		
		-		
		-		
		-		
		-		
		-		