



**Ontario Council on Articulation and Transfer**  
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[www.oncat.ca](http://www.oncat.ca)

**REQUEST FOR PROPOSAL**

**FOR**

**BRANDING DEVELOPMENT AND CREATIVE SERVICES**

**CLOSING DATE:**

May 8, 2015 at 11:59pm (Eastern Daylight Saving Time)

**CLOSING LOCATION:**

Ontario Council on Articulation and Transfer (ONCAT)  
Suite 1902, 180 Dundas Street West  
Toronto, ON M5G 1Z8

**MAIN WEB ADDRESS:**

[www.oncat.ca](http://www.oncat.ca)

**STUDENT WEBSITE:**

[www.ontransfer.ca](http://www.ontransfer.ca)

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## 1.0 DEFINITIONS

Agreement:	The binding and enforceable agreement between ONCAT and the Selected Proponent to perform the Work, which is the subject matter of this Bid Document.
Award:	The written confirmation from ONCAT to the Selected Proponent to perform the Work as a result of this Bid Document.
Bid Document:	An RFP.
Business Day:	Any Monday to Friday, except for (i) any day on which banks are generally not open for business in the City of Toronto, (ii) any day during ONCAT's December holiday closure, or (iii) unforeseen closures due to weather, emergencies or work stoppages.
May:	Used in this Bid Document shall be permissive and discretionary.
Proponent:	Any individual, firm, company or corporation submitting a Proposal in response to an RFP.
Proposal:	The binding offer of a Proponent to perform the Work in response to an RFP.
Request for Proposal (RFP):	The document issued by ONCAT which seeks competitive offers from Proponents.
Shall or Will:	Used in this Bid Document shall be mandatory and required.
Selected Proponent:	Or a pronoun in place thereof is a Proponent selected by ONCAT, who, upon execution of the Agreement or acceptance of a Purchase Order, will perform the Work as per the terms and conditions agreed upon.
Work:	The work performed and/or goods/services furnished by the Selected Proponent pursuant to the Agreement including all labour, materials, equipment, services and any other items, which the Proponent requires to fulfill its obligations under the Agreement.
ONCAT:	The Ontario Council on Articulation and Transfer, as defined in the ONCAT General Bylaw and amendments thereto, and shall include any employee or agent specifically authorized to act on behalf of the Ontario Council on Articulation and Transfer.

## 2.0 GENERAL INFORMATION

### 2.1. *Invitation*

ONCAT is inviting qualified Proponents to submit Proposals for brand and creative design services. This Bid Document provides detailed information for Proponents.

### 2.2. *ONCAT Overview*

Established in 2011, the Ontario Council on Articulation and Transfer (ONCAT) was created to enhance student pathways and reduce barriers for students looking to transfer among Ontario's 45 publicly funded postsecondary institutions. As a member organization, ONCAT works with colleges and universities to develop transfer credit policies and practices to ease student mobility while also respecting institutional responsibility for academic integrity.

ONCAT also maintains the ONTransfer.ca website, a portal designed specifically for students to help them connect to transfer opportunities within Ontario. Through ONTransfer.ca, students are able to make informed decisions about credit transfer in Ontario.

For general information about ONCAT, please visit [www.oncat.ca](http://www.oncat.ca). For more information on the student portal, visit [www.ONTransfer.ca](http://www.ONTransfer.ca).

### 2.3. *Communication*

All communication concerning this Bid Document shall be directed in writing by email to:

Lia Quickert  
Communications Director  
Ontario Council on Articulation and Transfer (ONCAT)  
E-mail: [lquickert@oncat.ca](mailto:lquickert@oncat.ca)

### 2.4. *Proponent Expenses*

Proponents shall be responsible for any expenses or charges incurred by a Proponent in preparing or submitting a Proposal or in providing any additional information which ONCAT considers necessary to evaluate the Proposal.

### 2.5. *Submission Process*

Proponents are required to submit one (1) electronic copy of their Proposal to:

Lia Quickert  
Communications Director  
ONCAT will accept Proposals on or before the closing date and time of: May 8, 2015 at 11:59pm  
(Eastern Daylight Saving Time)

Proposals shall be irrevocable for any reason for a period of not less than sixty (60) calendar days following the closing date.

All Proposals submitted to ONCAT under this Bid Document become the property of ONCAT.

## 3.0 PROPOSAL CONTENT

In order for ONCAT's selection committee to conduct a thorough evaluation of the Proposals it receives, all Proposals must be well ordered, detailed and concise. Clarity of language and adequate documentation are essential and Proponents must provide detailed functional information. General sales and promotional literature will not suffice and ONCAT will not consider such literature.

Proponents must respond to each and every facet of the Bid Document's objectives, expectations and requirements. If a Proponent fails to do so, ONCAT may disqualify the Proposal as being non-compliant.

To allow for proper evaluation of proposals, Proponents must address the following sections, at a minimum, in their Proposals. While ONCAT reserves the right to clarify any Proposal during the evaluation process, ONCAT shall not be bound to do so and Proponents may not have any further opportunity to clarify their Proposal after the close of bidding.

### **3.1. *Executive Summary***

Proponents should provide a brief summary of their understanding of the objectives of this RFP and describe how the Proponent will address those objectives, should they be the Selected Proponent.

### **3.2. *Methodology***

Proponents shall provide a detailed methodology that describes key elements of their proposed approach to meeting the objectives and deliverables as described in this RFP. The methodology shall include description of, and rationale for your proposed design process including an outline and strategy.

This section addresses the vendor's experience with comparable projects, methodology, and the relevant expertise of the proposed team.

Please include the following information:

- Bios of the Team, including scope of expertise, years of experience, etc.
- Knowledge, understanding and any relevant experience in the postsecondary sector
- Your typical process with clients, from the beginning of a campaign to the end
- Your current processes, systems and/or methodology for measuring the success of a campaign, return on investment and meeting outcomes

### **3.3. *Financial Considerations***

Proponents shall provide a total, all inclusive cost in Canadian dollars to perform the Work proposed in the Proposal, as well as the number of concepts and revisions that are included in the proposed price (for creative). Provide any optional costs for increased numbers of concepts and revisions (if applicable) beyond the proposed level of service. Proponents will not be reimbursed for hospitality, travel, incidental or food expenses.

Applicable taxes are in addition to all amounts listed.

### **3.4. *Insurance***

Proponents shall review and acknowledge ONCAT's insurance requirements as set out below. As a condition of receiving the Award, the Selected Proponent shall provide a Certificate of Insurance to ONCAT within five (5) days of notification of award or prior to commencing the work, whichever is sooner.

Certificates of Insurance shall include the Bid Document number and name.

The Selected Proponent shall carry the following minimum insurance at all times during the Work, including any warranty period at its own cost and expense:

1. Commercial General Liability Insurance against third party bodily injury (including death), personal injury and broad form property damage (including loss of use) and including products and completed operations liability and blanket contractual liability for an amount of not less than two million dollars (\$2,000,000.00) per occurrence. Such insurance shall include a cross liability and severability of interests clause and an endorsement naming ONCAT, its directors, officers, trustees, servants, employees and agents as an Additional Insured;
2. Standard automobile insurance for all vehicles owned, licensed or leased by the Selected Proponent and non-owned automobile insurance, where required, for an amount of not less than two million dollars (\$2,000,000.00) per occurrence for each type of coverage.
3. Professional liability insurance for an amount of not less than one million dollars (\$1,000,000.00) per occurrence, if applicable to the type of goods/services offered under this Bid Document. This insurance policy is required to be maintained throughout the term of the Agreement and for a period of twenty-four (24) months after the completion of the services in accordance with the terms of this Bid Document; and
4. Such other types of insurance as a prudent person would carry or as ONCAT may from time to time require, having regard for the nature of the work and its location.

All policies of insurance shall provide for thirty (30) days' written notice to ONCAT prior to any cancellation, material changes or amendments restricting coverage of any policy or policies.

The Selected Proponent shall be entirely responsible for the cost of any deductible, which is maintained in any insurance document.

### **3.5. Acknowledgement**

All Proponents shall complete the Acknowledgement document contained in Section 6.0 of this RFP and submit it as part of their Proposal.

## 4.0 GENERAL STATEMENT OF WORK

This General Statement of Work is intended to provide Proponents with a description of the Work. It is not intended to specify or imply the total terms and conditions of the final Agreement, which ONCAT and the Selected Proponent(s) will establish.

### 4.1. *Objective*

ONCAT is soliciting Proposals from experienced and qualified Proponents to oversee the branding development for ONCAT, and its student-facing website ONTransfer.ca, as well as creative services. The successful contractor will facilitate an identity/branding (re)design process for ONCAT and ONTransfer.ca, produce a work plan to develop the brand and graphic identity, and deliver an executable brand package, as well as a number of specific print media products.

### 4.2. *Background*

At present, ONCAT has two websites, ONCAT.ca and ONTransfer.ca. ONCAT.ca is the “corporate” site, which for the most part caters to government, administration at colleges and universities, and other stakeholders with a vested interest in postsecondary education in Ontario. It is the main site (or parent site) where information about projects, research, staff, press releases etc. can be found.

The ONTransfer.ca site (the sub-site) is designed for both students, including those who are looking to transfer their credits among postsecondary institutions, as well as administrators at both colleges and universities. The ONTransfer.ca website houses a database (the back-end) where information is uploaded by administrators at colleges and universities across Ontario. Students are able to search the ONTransfer.ca database (front-end) which helps them determine their transfer options among all of Ontario’s 44 publicly funded colleges and universities.

With this in mind, ONCAT is seeking to:

- Enhance the visibility and reputation of ONCAT/ONTransfer.ca among its many stakeholders, including students and Ontario’s 45 publicly funded postsecondary institutions.
- Obtain the highest quality communications and brand management services from an agency with experience in advancing and repositioning brands in the postsecondary sector; and
- Obtain services at best overall value.

Given that ONCAT is a government-funded organization, all products must be AODA compliant, as well as bilingual.

Preference is for a “bundled” service model for the branding development, with additional creative services.

The successful contractor will work with ONCAT’s Communications team and others within the ONCAT organization as appropriate throughout all stages of the contract.

### 4.3. *Target Audiences*

- Students (postsecondary, but also high school)
- Postsecondary administration of both colleges and universities
- Parents
- Guidance counsellors/teachers

#### **4.4. Scope**

ONCAT/ONTransfer.ca is in need of a distinctive image. Specifically, we are looking for:

- Implementable recommendations that will enhance and strengthen the brand image of ONCAT and ONTransfer.ca.
- New organization logos, tag line and theme that captures the values of ONCAT.
- Detailed brand package including fonts, brand assets, other graphic elements, and color palettes for a host of collateral materials listed.
- Branding package standards and usage guidelines.
- Possibility to develop print collateral, including marketing materials such as ads and brochures, letterhead, business cards, PowerPoint templates, and an annual report.

In addition, the rebranding work is expected to seamlessly inform both the ONCAT and ONTransfer.ca website designs and other social media platforms. The development of standards and usage guide should be developed with that in mind. Some market research regarding ONCAT and ONTransfer.ca is currently being performed.

#### **4.5. Services**

There will be opportunities for the awarded company to provide creative services. The selected agency may provide the following services applicable to ONCAT's target markets which could include, but are not limited to:

- Development of creative strategies, creation and production of advertising.
- Assist in development of creative products for presentations to partners or other groups.
- Design google ads.
- Ensure that all PR materials, slogans and marks do not conflict with any other protected materials, slogans, and/or marks.

#### **4.6. Timelines & Awards**

The Work is expected to begin as soon as the award is made.

The Executive Director and the Communications Director will review the Proposal submissions prior to the award.

## 5.0 TERMS AND CONDITIONS

ONCAT's Standard Terms and Conditions shall apply to this Agreement but do not supersede the terms and conditions in this Bid Document. ONCAT's Standard Terms and Conditions are included in Section 7.0

In the event of a conflict or inconsistency between the Standard Terms and Conditions and the terms and conditions of this Bid Document, the terms and conditions of this Bid Document will govern.

### **5.1. Ownership of Products and Data**

All products, data, information, findings and documents prepared or obtained under the terms of this RFP shall become the exclusive property of ONCAT.

### **5.2. Confidentiality**

Proponents acknowledge that ONCAT is subject to Ontario's *Freedom of Information and Protection of Privacy Act* (FIPPA). In general terms, ONCAT will receive and hold the Proponents' responses in confidence, subject to the provisions of FIPPA and this Bid Document.

Proponents shall review s.17 of FIPPA and determine the information which the Proponent believes is exempted from disclosure under FIPPA. All information regarding the terms, conditions, trade secrets, commercial, financial, technical, labour relations and scientific aspects of the Proposal which in the Proponent's opinion, are of a proprietary or confidential nature, shall be clearly marked "Confidential" at each relevant item or page. All information marked "Confidential" will be held in strict confidence and shall not be intentionally released to any other party without the Proponent's consent or as may be required by any applicable law or trade agreement.

ONCAT shall use all reasonable efforts to hold all information marked "Confidential" by the Proponent in strict confidence where required or permitted by law but shall not be liable for any action as contemplated by s.62(2) of FIPPA.

If ONCAT's response to a request under FIPPA is appealed to the Information and Privacy Commissioner for Ontario, the Proponent shall have the burden of proof per s.53 of FIPPA. The Proponent shall be responsible for all costs related to its confidentiality requirements.

Information pertaining to ONCAT obtained by the Proponent as a result of participation in this Bid Document is confidential and shall not be disclosed without written authorization from ONCAT.

ONCAT may declare and mark certain information about ONCAT to be received by the Proponent as "Confidential". The Proponent shall not disclose such "Confidential" information to any third parties unless authorized to do so in advance and in writing by ONCAT.

The Proponent and ONCAT agree that the reciprocal obligations of confidentiality will survive the termination of the Agreement or any contract between the parties.

All Proponents are advised that ONCAT may be subject to inter-provincial agreements, which may result in disclosure of information.

### **5.3. Conflict of Interest**

ONCAT may not acquire goods, materials or services from an employee of ONCAT, ONCAT's Board of Directors, or any person who is not at arm's length from any employee of ONCAT or ONCAT's Board of Directors; or from any corporation firm or other business in which an employee or someone who is not at arm's length from an employee of ONCAT or ONCAT's Board of Directors, is a controlling shareholder or owner without both the full prior disclosure of the conflict of interest and a written waiver of the conflict by

the ONCAT Executive Director or designate. The term “arm’s length” means a relationship which is “conducted between parties that have no corporate or other direct connections, or familial relationship with each other, and thus act each in its own self-interest”.

Failure by a Proponent to declare any situation that may be a conflict of interest or a potential or perceived conflict of interest or to obtain a waiver of any such conflict shall be grounds for ONCAT to terminate any contract formed without liability and for cause.

#### **5.4. Prohibition Against Gratuities**

ONCAT prohibits gratuities and ONCAT may preclude any Proponent from proceeding with this Bid Document if ONCAT finds that gratuities in the form of entertainment, gifts or otherwise were offered or given by the Proponent, or any employee, agent or representative of the Proponent, to any director, officer, trustee, servant, employee or agent of ONCAT for the purpose of securing an Agreement or seeking favourable treatment in respect to the Award or amendment of the Agreement or influencing the performance of the Agreement. The Proponent shall certify that no director, officer, trustee, servant, employee or agent of ONCAT has benefited or will benefit financially or materially from the proposed Agreement. ONCAT may terminate any Agreement if ONCAT determines that gratuities of any kind were either offered to, or received by, any ONCAT director, officer, trustee, servant, employee or agent contrary to this prohibition.

#### **5.5. Governing Law**

The laws of the Province of Ontario shall apply to this Bid Document and the Courts of Ontario shall have exclusive jurisdiction over the Agreement formed as a result of this solicitation.

The International Sale of Goods Act shall not apply to this Bid Document or to the Agreement formed as a result of this solicitation.

All Proponents shall comply with any law, including all legislation and regulations which may be applicable to the services provided subsequent to this Bid Document.

#### **5.6. Indemnification**

The Selected Proponent shall indemnify ONCAT, its Board of Directors, officers, trustees, servants, employees and/or agents from all damage, damages, losses, costs, claims, demands, actions, suits or proceedings which may arise directly or indirectly as a result of the negligent or wrongful acts or omissions of the Selected Proponent, its employees, agents and/or servants in the performance or purported performance of any of its obligations under the Agreement, whether or not such claims are initiated by third parties or arise between the parties.

#### **5.7. Independent Contractor Status**

ONCAT and the Selected Proponent acknowledge and agree that they are independent contractors and no employer-employee, partnership or agency relationship is intended or created by their agreement. Neither ONCAT nor the Selected Proponent shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation (or attempt or purport to do so) on behalf of, or in the name of, the other.

#### **5.8. Subcontracting and Assignments**

Proponents should note that, unless otherwise agreed, ONCAT will assume that the employees or agents of the Proponent will perform all services required by this RFP and any subsequent Agreement entered into. Any subcontracting or assignment in whole or in part by the Selected Proponent must be approved in writing by ONCAT in advance.

In the event a Proponent wishes to subcontract any portion of the Work, the Proponent shall list the name and contact person of the proposed subcontractor together with that portion of the Work that the proposed subcontractor is to do in the Proponent's Proposal.

In granting consent to any sub-contracting or assignment by the Proponent, ONCAT reserves the right to impose such additional terms as ONCAT deems advisable as a condition of any such subcontract or assignment.

### **5.9. Employees and Subcontractors**

The Selected Proponent shall be solely responsible for all matters relating to statutory deductions for its employees and contractor/subcontractors and to all licenses and permits, which may be or may become required to perform the Work.

### **5.10. Patents and Copyrights**

The Selected Proponent shall pay all royalties and licence fees for patent to invention rights, copyrights, trademarks and service marks; and defend all suits or claims for the infringement of any patent to invention rights, copyrights, trademarks and service marks involved in the Work performed under the Agreement.

The Selected Proponent shall, at his/her expense, defend all claims, actions or proceedings against ONCAT based on any allegations that the Work or any part of the Work constitutes an infringement of any patent, copyright or other proprietary right, and shall pay to ONCAT all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to ONCAT by reason thereof.

If the Work or any part thereof is in any action proceeding held to constitute an infringement, the Proponent shall forthwith either secure for ONCAT the right to continue using the Work or shall at the Proponent's expense, replace the infringing items with non-infringing Work or modify them so that the Work no longer infringes.

The Selected Proponent shall indemnify and save harmless ONCAT and its directors, officers, trustees, servants, employees and agents from liability of any nature or kind, including cost and expenses for, or on account of, any patented or un-patented invention, process, product or service provided in the performance of the Agreement including its use by the owner, unless otherwise specifically stipulated.

The above refers only to the Selected Proponent's own contributions to the Work.

### **5.11. Payment**

ONCAT shall pay in Canadian funds net thirty (30) days from invoice receipt or satisfactory delivery of goods or services supplied as part of the Work, whichever is later unless otherwise noted. ONCAT shall calculate any cash discount from the date of receipt of invoice. ONCAT shall not be responsible for interest or late fees charged by the Selected Proponent.

ONCAT's payment method is direct deposit and the Selected Proponent shall provide ONCAT with the information required to effect such payment.

The Selected Proponent will be required to provide ONCAT with a valid HST registration number on notification of Award confirmation or prior to ONCAT's payment for the Work.

If the Work is incomplete, or where deficiencies are not rectified, ONCAT reserves the right to withhold an amount commensurate with the remaining Work.

**5.12. Performance Management**

The Selected Proponent shall provide ONCAT with a designated customer service representative. ONCAT shall handle any disputes and/or inquiries with the representative. Resolution of problems shall be managed between the parties within an agreed upon timeframe. The Selected Proponent acknowledges that ONCAT will monitor its performance of the Work and that its overall performance will be a major consideration for future contracts with ONCAT. The frequency and detail of ongoing monitoring will be dependent upon the nature of the Work and safety precautions specified.

**5.13. Contract Termination**

In addition to any rights of termination at law or in equity, ONCAT shall have the right to terminate the Agreement formed with the Selected Proponent upon written notice to the Selected Proponent and at no cost to ONCAT.

ONCAT shall pay all reasonable costs incurred by the Selected Proponent up to the date of termination, less any excess costs incurred by ONCAT in re-procuring and completing the work where the termination is for cause. However, in no event shall the Selected Proponent be paid for any amount that exceeds the price of the agreed fee for the Work performed. The Selected Proponent will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

**5.14. ONCAT Markings**

Proponents shall not use, advertise or publicize ONCAT's name, logo etc., during the bidding process and up to and including termination of any subsequent Agreement, without prior written consent of ONCAT.

**5.15. Non Exclusive Agreement**

Any Agreement awarded as a result of this Bid Document shall be non-exclusive and the Selected Proponent acknowledges that ONCAT may in its sole discretion procure from others for the same or similar goods and services during the term of any Agreement formed as a result of this Bid Document.



**7.0 STANDARD TERMS AND CONDITIONS**

Please see the attached ONCAT Standard Terms and Conditions.