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## 3D Printers

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### REQUEST FOR PROPOSALS NUMBER: #2015-243

**Request for Proposals Issued On:** October 30, 2015

**Proponent's Information Session:** 1:00pm on November 4, 2015

**Proponent's Deadline for Questions:** 3:00pm on November 6, 2015

**Proponent's Deadline for Questions Pertaining to Issued Addenda only:** 3:00pm on November 13, 2015

**Proponent's Proposal Submission Deadline: 3:00:00pm on November 24, 2015**

All times specified in this RFP timetable are local times in Toronto, Ontario, Canada.  
Please refer to Section 4.1.1 for the complete RFP timetable.

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OECEM shall not be obligated in any manner to any proponent whatsoever until a written agreement has been duly executed with a supplier.

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## PART 1 – INTRODUCTION

### 1.1 Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation to prospective Proponents to submit Proposals for the provision of 3D Printers, consumables, related accessories (“Products”) and related services (“Services”) on an as-and-when-required basis to support OECM Clients’ requirements as further described in Part 2 - The Deliverables (the “Deliverables”).

This RFP is issued by OECM using the Ontario Tenders Portal (OTP) as the electronic tendering portal to access this RFP and submit a Proposal. Please refer to Section 4.3 of the RFP for more details.

### 1.2 Overview of OECM

OECM is a not-for-profit Ontario Broader Public Sector (“BPS”) Group Procurement Organization (“GPO”) whose core business is collaborative sourcing and supplier partnership management. OECM’s goal is to generate savings and process efficiencies to public sector and not-for-profit organizations by offering collaboratively sourced and competitively priced products and services through the OECM marketplace supplier partners.

Working in collaboration with Clients, OECM:

- Establishes, promotes and manages non-mandatory agreements for products and services commonly used throughout their Client community;
- Support Client’s access and use of OECM agreements through analysis, reporting and the development of tools, guides, and other materials; and,
- Actively promotes adherence to the Ontario BPS Procurement Directive in all phases of the sourcing and agreement lifecycle.

### 1.3 Ontario Broader Public Sector Procurement Directive

OECM follows the BPS Procurement Directive effective April 1, 2011 issued by the Ontario Management Board of Cabinet.

The directive sets out rules for designated BPS entities on the purchase of goods and services using public funds.

The purpose of the directive is:

- To ensure that goods and services, including construction, consulting services, and information technology are acquired by BPS entities through a process that is open, fair, and transparent;
- To outline responsibilities of BPS entities throughout each stage of the procurement process; and
- To ensure that procurement processes are managed consistently throughout the BPS. The directive applies to all School Boards, Colleges and Universities in Ontario; and

The goal of the BPS supply chain code of ethics is to ensure an ethical, professional and accountable BPS supply chain in Ontario through:

- i. Personal Integrity and Professionalism.
- ii. Accountability and Transparency.
- iii. Compliance and Continuous Improvement.

Visit the following website for the complete BPS Procurement Directive document - [http://www.fin.gov.on.ca/en/bpssupplychain/documents/bps\\_procurement\\_directive.html](http://www.fin.gov.on.ca/en/bpssupplychain/documents/bps_procurement_directive.html).

#### 1.4 Client Participation in OEMC Agreements

OECM currently has the following Clients using one (1) or more OEMC agreements:

- Three-hundred and forty-one (341) Clients in total;
- One-hundred and fifteen (115) School Boards, Colleges and Universities; and
- Two-hundred and twenty-six (226) other public organizations.

Participation in OEMC agreements has been steadily growing as illustrated in the table below, clearly demonstrating that the education sector and other public organizations are achieving value and savings by using OEMC agreements.

Year over Year	Spend Growth %
2011 over 2010	158%
2012 over 2011	60%
2013 over 2012	50%
2014 over 2013	41%
YTD September 2015 over September 2014	18%

The above information is as of September 2015. For more information about OEMC, please visit <http://www.oecm.ca/>.

#### 1.5 OEMC Client Project Team

The following OEMC Clients are involved with the development of the requirements set out in this RFP.

Project Team Members	Website
Grand Erie District School Board	<a href="http://www.granderie.ca">www.granderie.ca</a>
Greater Essex County District School Board	<a href="https://publicboard.ca">https://publicboard.ca</a>
Ontario College of Arts and Design (OCAD) University	<a href="http://www.ocadu.ca">www.ocadu.ca</a>
Peel District School Board	<a href="http://www.peelschools.org">www.peelschools.org</a>
Peterborough, Victoria, Northumberland and Clarington Catholic District School Board	<a href="http://www.pvnccdsb.on.ca">www.pvnccdsb.on.ca</a>
Seneca College of Applied Arts and Technology	<a href="http://www.senecacollege.ca">www.senecacollege.ca</a>
Simcoe County District School Board	<a href="http://www.scdsb.on.ca">www.scdsb.on.ca</a>

The above Clients are **not**, in any way, committed to participating in the resulting Agreement from this RFP.

#### 1.6 Objective of the RFP

The primary objective of this RFP is to procure Products and related Services for OEMC Clients to satisfy their needs as described in Part 2 – The Deliverables.

The purpose of this RFP process is to select Suppliers that will:

- Provide Clients with a range of safe, reliable and quality Products, demonstrating value for money;
- Actively promote the use of Products through this agreement for the benefit of the education and broader public sectors;

- Provide Clients with professional and responsive customer support, including expert advice on Products;
- Extend innovative and flexible approaches to help Clients with an emerging and changing technology;
- Leverage the purchasing volumes from collaborative purchasing of potential Clients; and
- Reduce the cost of competitive procurement processes associated with the provision of Products.

### **1.7 Type of Agreement for Deliverables**

It is OECM's intention to enter into a multi-supplier Master Agreement ("Agreement") with up to two (2) Preferred Proponents per Product category, each providing a different Primary Original Equipment Manufacturer ("OEM"), for the provision of the Deliverables. There are four (4) Product categories. Where a Preferred Proponent is being awarded two (2) or more Product categories, the Preferred Proponent's entire catalogue as it pertains to 3D printers, consumables, accessories and related Services will be made available to the Client under the Agreement.

The Term of the Agreement is intended to be for two (2) years, with an option in favour of OECM to extend the Term of the Agreement on the same terms and conditions for one (1) additional period of up to two (2) years.

The Agreement will be based on the terms and conditions set out in the Form of Agreement in Section 5.3, for the provision of the Deliverables to Clients who execute a CSA. Should an OEM and a Value-Added Reseller ("VAR") submit a joint Proposal and become a Preferred Proponent, OECM may adapt the Agreement substantially in the same form, for a three-party Agreement.

Clients participating in the Agreement will execute CSAs with the Supplier as attached in the Form of Agreement. The Supplier and Client, when executing a CSA, may mutually agree to additional terms and conditions (e.g. reporting, invoice formatting, payment terms) ensuring the additional terms and conditions are not in any way inconsistent with the Form of Agreement agreed to by OECM and the Supplier.

By submitting a Proposal, a Proponent is agreeing to all of the requirements of this RFP.

### **1.8 Client's Usage of Agreements**

The establishment and use of the Agreement consists of a two (2) part process.

Part One, which is managed by OECM, is the creation of the Agreement through the issuance of this RFP and the evaluation of Proposals submitted in response to it.

Part Two (or the selection process) is managed by the Client or by OECM on the Client's behalf, and is focused on the Client's specific needs, and/or additional considerations. Depending on the Client's internal policies, and potential dollar value of the Service, a Client may select a Supplier, or issue a quick quote to one (1) or more Suppliers for the specific Product and related Services requirement. If selected by the Client, the Supplier shall provide the Products and related Services in accordance with the specifications set out in the Agreement and as per Client's requirements set out in the CSA.

When a quick quote is issued, it will identify the required Products and/or related Services to fulfill the Client's requirements and any other applicable information. The Supplier should respond, setting out the following at a minimum:

- Product and related Service specifications (e.g. 3D printing application, set up and training for production type Product);
- Expected delivery;
- Additional information; and,
- Final, net price, based on specific volume.

Clients are not obligated to sign a CSA to obtain pricing and other Agreement specifics. However, a CSA must be signed before the provision of any Deliverable commences.

The Supplier's response to a quick quote is provided for evaluation purpose only and is not legally binding; nor does the quick quote process invoke a Contract A / Contract B situation.

## **1.9 Client-Supplier Agreements**

OECM and the Supplier will work together to encourage the use of the Agreement resulting from this RFP.

The Supplier will actively promote the Agreement to Clients by:

- Conducting sales and marketing activities directly to onboard Clients;
- Executing CSAs with interested Clients;
- Providing excellent and responsive customer service;
- Gathering and maintain Client and market intelligence, including contact information;
- Providing a well-defined implementation plan with applicable Client involvement; and
- Identifying improvement opportunities.

OECM will promote the use of the Agreement with Clients by:

- Using online communication tools to inform and educate;
- Holding information sessions and/or webinars, as required;
- Attending, where appropriate, Client events;
- Facilitating CSA execution, where appropriate;
- Providing effective business relationship management;
- Facilitating issue resolution; and
- Marketing improvement opportunities.

## **1.10 Proponent Consortium Information**

Where a consortium is responding to this RFP, the following shall apply:

- One (1) of the members of the consortium shall identify itself as the Proponent and shall complete and submit with its Proposal the Form of Offer on behalf of the consortium;
- The Proponent must also complete and submit the Consortium Information listing all other consortium members and what each will supply; and
- The Proponent shall assume full responsibility and liability for the work and actions of all consortium members with respect to the obligations to be assumed pursuant to this RFP.

## **1.11 No Guarantee of Volume of Work or Exclusivity of Agreement**

The information contained in the RFP constitutes an estimate and is supplied solely as a guideline to the Proponent. Such information is not guaranteed, represented, or warranted to be accurate, nor is it necessarily comprehensive or exhaustive.

Nothing in this RFP is intended to relieve the Proponent from forming its own opinions and conclusions with respect to the matters addressed in this RFP. Transaction activities described are an estimate only and may not be relied on by the Proponents. Estimates are intended to be used by OECM for the purpose of evaluating the Proposals.

The Agreement executed with the Supplier may not be an exclusive Agreement for the provision of the Deliverables. Clients may contract with others for the same or similar Deliverables to those described in this RFP.



## 1.12 Rules of Interpretation

This RFP shall be interpreted according to the following provisions, unless the context requires a different meaning:

- Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender;
- Words in the RFP shall bear their natural meaning;
- References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”;
- In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words;
- Unless otherwise indicated, time periods will be strictly applied; and
- The following terminology applies in the RFP:
  - Whenever the terms “must” or “shall” are used in relation to OECM or the Proponent, such terms shall be construed and interpreted as synonymous and shall be construed to read “OECM shall” or the “Proponent shall”, as the case may be.
  - The term “should” relates to a requirement that OECM would like the Proponent to address in its Proposal; and,
  - The term “will” describes a procedure that is intended to be followed.

## 1.13 Definitions

Unless otherwise specified in this RFP, capitalized words and phrases have the meaning set out in the Form of Agreement in Section 5.3.

**“Applicable Law”** means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time;

**“Broader Public Sector”** or **“BPS”** means all Municipalities, Academic Institutions, School Boards, Health Care Providers and Major Transfer Payment Recipients in the Province. Please see <http://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/EN/bpsdef.html> for more details of these organizations;

**“Business Day”** or **“Day”** means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m., except when such a day is a public holiday, as defined in the *Employment Standards Act* (Ontario), or as otherwise agreed to by the parties in writing;

**“Buyer Organization”** or **“OECM”** means the Ontario Education Collaborative Marketplace;

**“Client”** means an organization defined as broader public sector organization under the *Broader Public Sector Accountability Act, 2010* (including a school board or authority, college and university) and any other organization receiving public funding whether or not so defined as a broader public sector organization (including municipalities and not-for-profit entities);

**“Client Supplier Agreement”** or **“CSA”** means a schedule attached to the Agreement, which is executed between Clients and the Supplier for the provision of the Deliverables in this RFP;

**“Commercial Response”** means the pricing or Rates information the Proponent submits within the Ontario Tenders Portal as part of the commercial envelope;

**“Confidential Information”** means confidential information of OEMC and/or any Client (other than confidential information which is disclosed to the Preferred Proponent in the normal course of the RFP) where the confidential information is relevant to the Deliverables required by the RFP, its pricing or the RFP evaluation process;

**“Conflict of Interest”** means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement;

**“Consortium”** means when more than one (1) business entities (i.e. consortium members) agree to work together and submit one (1) Proposal to satisfy the requirements of the RFP. One (1) of the consortium members shall identify itself as the Proponent and assume full responsibility and liability for the work and actions of all consortium members;

**“Cost Recovery Fee”** or **“CRF”** means a fee, which contributes to the recovery of OEMC’s operating costs as a not-for-profit/non share corporation, which is based on the before tax amount invoiced by the Supplier to Clients for Deliverables acquired through OEMC’s competitively sourced agreements. Once CSAs have been executed, this fee is collected and remitted by the Supplier to OEMC on a quarterly basis;

**“Closing Date”** means the Proponent’s Proposal submission date and time as set out in Section 4.1.1 and may be amended from time to time in accordance with the terms of this RFP;

**“OEMC’s Deadline for Issuing Final Addenda”** means the date and time as set out in Section 4.1.1 of this RFP and may be amended from time to time in accordance with the terms of this RFP;

**“Deliverables”** means a Product and/or Services to be delivered as specified in this RFP;

**“Eligible Proposal”** means a Proposal that meets or exceeds the prescribed requirement, proceeding to the next stage of evaluation;

**“FIPPA”** means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, and all regulations adopted thereunder, in each case, as amended or replaced from time to time;

**“Master Agreement”** or **“Agreement”** means the agreement to be made between the Preferred Proponent and OEMC based on the template attached as in the Form of Agreement, together with all schedules and appendices attached thereto and all other documents incorporated by reference therein, as amended from time to time by agreement between OEMC and the Supplier;

**“OEM”** means an Original Equipment Manufacturer who manufactures the Products;

**“Personal Information”** or **“PI”** is defined in the form of Agreement;

**“Preferred Proponent”** means the Proponent that OEMC has identified as the highest scoring Proponent in accordance with the evaluation process set out in this RFP;

**“Primary OEM”** means the key or principal Original Equipment Manufacturer the Proponent is proposing Products in its Proposal, where more than one (1) OEM are being proposed by the Proponent;

**“Product”** means the products to be provided through the Supplier, under the Agreement, and includes everything that is necessary to be supplied, done, or delivered by the Supplier;

**“Proponent”** means an entity that submits a Proposal in response to this RFP and, as the context may suggest refers to a potential Proponent;

**“Proposal”** means all of the documentation and information submitted by a Proponent in response to the RFP within the Ontario Tenders Portal;

**“Province”** means the Province of Ontario;

**“Qualification Response”** means the qualification information the Proponent submits within the Ontario Tenders Portal as part of the qualification envelope;

**“Rates”** means the prices for the Deliverables as set out in the Proponent’s submitted Commercial Responses;

**“Request for Proposals”** or **“RFP”** means this Request for Proposals number OECM #2015-243 issued by OECM, including all appendices and addenda thereto;

**“Services”** means all the services, and work to be provided or performed by the Supplier, under the Agreement, and includes everything that is necessary to be supplied, provided or delivered by the Supplier;

**“Subcontractor”** includes the Supplier’s subcontractors or third party service providers or their respective directors, officers, agents, employees or independent contractors, who shall fall within the meaning of Supplier for the purposes of the Agreement;

**“Supplier”** means a Preferred Proponent who has assumed full liability and responsibility for the provision of Deliverables pursuant to the Agreement either as a single Supplier or a lead Supplier engaging other suppliers or Subcontractors;

**“Technical Response”** means the technical information the Proponent submits within the Ontario Tenders Portal as part of the technical envelope;

**“Term”** has the meaning set out in Section 1.7 of this RFP;

**“Unfair Advantage”** means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to OECM and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFP process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness; and

**“Value-Added Reseller”** or **“VAR”** means a vendor that takes an existing product, incorporates its own value through added benefits and resells it as a new product;

**“Zones”** means the OECM geographical boundaries within the Province of Ontario as identified in the Section 5.1 and 5.2, where applicable.

**[End of Part 1]**

## PART 2 - THE DELIVERABLES

### 2.1 Description of Deliverables

Proponents are invited to submit Proposals for the provision of 3D Printers, related consumables, accessories (“Products”) and Services in support of Client’s academic program requirements in various settings such as a classroom or technology laboratory.

The Proponent must be an OEM or an authorized VAR of the Products and related Services and will be expected to possess the following experience and capabilities:

- Supply and delivery of Products concurrently to Clients in a consistent and reliable manner;
- Provision of end-to-end, production or professional 3D printing systems to Clients as required;
- Knowledgeable resources in providing VAR services such as pre-sales support in identifying the most appropriate Product type based on Client’s requirements;
- Professional and timely service in support of Clients’ (e.g.) orders, technical support, warranty claims, health & safety concerns;
- Ability to facilitate OEM warranty for proposed Products; and
- Provide proof of being an OEM or authorized VAR of the proposed Products and Services.

#### 2.1.1 Authorized Value-Added Reseller

A VAR Proponent must submit within its Proposal a letter issued by **each** OEM for which the Proponent is proposing Products and Services. The OEM-issued authorization letter should include the following:

- The named Proponent is confirmed to be an authorized VAR;
- Proponent is confirmed to have maintained authorization status and is in current, good standing;
- Letter to be current and dated within one (1) month of the Proponent’s Proposal Submission Deadline; and
- Letter to be signed by an authorized representative from the OEM and issued on the OEM’s letter head.

In the event a VAR Supplier loses its authorization to resell its awarded Primary OEM Product for whatever reason, OEM reserves the right to require the Supplier to assign the Agreement to the Primary OEM, who will work with OEM to ensure Clients will continue to receive Products, related Services and customer support (e.g. reassign the Agreement to a qualified, authorized VAR).

#### 2.1.2 Minimizing Health and Safety Hazards

The Proponent shall provide evidence (i.e. science-based research articles, emission tests) to substantiate that the proposed Products (including consumables and accessories) are well-suited, from a health and safety perspective, for varying environments and users (i.e. primary classroom, behind the counter used by technicians).

The Supplier shall, during the Term, make every effort to communicate and advise the Client on Product features and other innovative accessories that will minimize user’s risks in usage of Products.

### 2.2 Product Categories

The Supplier will provide Products and related Services in the following four (4) categories:

- Category 1 : Desktop Printers – Portable;
- Category 2: Desktop Printers - Standard;
- Category 3: Desktop Printers - Advanced; and/or

- Category 4: Production (or professional) 3D Printers.

Complimentary to the above, the Proponent will also propose other Products as follows:

- Consumables, e.g. materials or filaments;
- Parts, e.g. extruders, build plate;
- Accessories, e.g. related software, compatible finishing stations, protective cabinets or enclosures; and
- Other related hardware, e.g. 3D scanners.

Please refer to Technical Questionnaire for more details.

### **2.2.1 Desktop Products – Portable, Standard, Advanced (Categories 1, 2, 3)**

The desktop range of Products consist of units that are easy to use, are pre-assembled “out of the box”, are mobile, easy to setup (i.e. plug-and-play) and are typically at a lower price point. Desktop Products generally use the fused filament fabrication (FFF) or fused deposition modeling (FDM) additive manufacturing technology, with thermoplastics materials such as polylactic acid (PLA) and/or acrylonitrile butadiene styrene (ABS). Features such as build size/volume, speed, materials used, safety enclosures, etc., were considered in the creation of the Product categories (i.e. portable, standard, advance) for the purposes of the RFP evaluation.

### **2.2.2 Production Products (Category 4)**

The production or professional range of Products consists of units that are more complex, often requiring an end-to-end system with dedicated space and special infrastructure. There are varying technologies and materials used in this higher range of Products.

The Proponent should have the capability of providing a range of technologies and materials-used to cover the array of ad-hoc Client requirements. The Supplier will be expected to advise Client on the most appropriate Product based on Client’s requirements and application and be able to advise on any special infrastructure (i.e. room ventilation, special finishing stations) necessary.

## **2.3 Product Warranty**

The Supplier shall be responsible for registering Products for OEM warranty upon delivery.

Understanding OEMs may have varying warranty terms and conditions, the Supplier shall at a minimum, provide standard OEM’s Product warranty coverage to the Client, from the date of receipt or acceptance as follows:

- Directly managing Product exchanges and/or repairs; **and/or**
- Facilitating with the OEM on Product exchanges and/or repairs, upon request.

All costs related to approved warranty exchanges and/or repairs shall not be charged to the Clients (e.g. shipping, labour).

In the event that a conflict should arise between the Agreement and terms and conditions of the original manufacturer’s warranty, the Agreement shall prevail.

### **2.3.1 Optional Extended Warranty**

Optional extended warranty should also be provided to Clients upon request, where coverage and services should meet or exceed those of the standard OEM original warranty coverage. The Proponent will propose Product Rates with standard warranty, as well as optional extended warranty periods of up to three (3) years. Please refer to the Commercial Envelope for details.

## 2.4 Technical Support

The Supplier will provide tier-one (1), technical support, such as basic troubleshooting and diagnosis, and technical user enquiries through the following approaches:

- Supplier's in-house, technical support provided directly to the Client and facilitate the escalation of unresolved issues to more advanced support with the Supplier or OEM; **and/or**
- Act as the liaison between the OEM's technical support and the Client in ensuring that the Client receives responsive and effective technical support directly from the OEM.

The Client prefers for a Supplier to provide technical support on-site where possible. A Supplier may sub-contract technical support Services and other related Services to a local, authorized VAR (i.e. closely situated to the Client), upon Client's request. Such details may be mutually agreed upon between the Supplier and Client and inserted into the CSA.

## 2.5 Product Testing and Demonstrations

There is a breadth of Product requirements and a vast number of Clients across the Province of Ontario. In addition to the demonstration and/or presentation set out in Section 3.4 as part of this RFP's evaluation process, Suppliers and Clients may mutually agree on Client specific Product testing requirements during the Term of the Agreement.

Clients may request Products for testing to ensure they meet their specific requirements and to assess their suitability of use and application. The Products for testing shall include a reasonable amount of consumables (i.e. materials) to effectively test a Product. The duration and any associated costs of the Product testing shall be determined by the Client and Supplier, prior to or at the CSA execution.

Supplementary to the Product testing, the Supplier will be encouraged to coordinate Product demonstrations at the Client's site and/or at the Supplier's location showroom to minimize the need to send testing Product, as appropriate.

A CSA does not have to be executed prior to the Supplier providing Products for testing and/or demonstrations.

## 2.6 Training

The Supplier will provide training to the Client by a qualified resource (i.e. certified or experienced technician). Training may be required for a Client's IT staff, department head or teacher on the following, but not limited to:

- General "how-to" and user tips;
- Regular maintenance;
- Basic trouble-shooting; and
- Proper safety practices to ensure health and safety of operators and those in the surrounding environment.

Any additional training requirements may be agreed upon between the Supplier and the Client at the execution of a CSA or at time of an order.

### 2.6.1 Desktop Products Training

For desktop Products, the Supplier will provide a minimum of one (1) training session at the initial purchase of a Product model by a Client or per Client location, free of charge. Training session may be delivered through various methods such as online webinar demonstration, or in-person on-site.

### 2.6.2 Production Products Training

For production or professional Products, the Supplier will provide a minimum of three (3) training sessions at the initial purchase of a Product model per Client, free of charge. At a minimum, one (1) of such training sessions will be delivered in-person by the Supplier. The remainder may be delivered through various methods such as online webinar demonstration, or in-person on-site.

## **2.7 Product Set-Up & Implementation**

Typical set up of a desktop Product does not require the Supplier's support. However, should the Client require the assistance to set up (e.g. in a roll out program), the Client and the Supplier may mutually agree upon additional support Services and insert into the CSA or at the time of order placement.

Further, the Supplier will provide the Client support in the proper set up and implementation of a production Product, either stand-alone or as part of a larger, existing system. Due the varying circumstances of a production Product set-up and implementation, the Supplier and the Client should mutually agree on specific details at the time of signing a CSA or at the time of order placement.

## **2.8 Other Related Services**

The Supplier may provide the following Services in support Client's needs in:

- Curriculum integration – provide access to tools and programs that maximizes the use of 3D printers, particularly in primary and elementary schools;
- Parts and repairs; and
- Preventative maintenance program.

Due the varying circumstances of other related Services, the Supplier and the Client should mutually agree on specific details at the time of signing a CSA or at the time of order placement.

## **2.9 Ordering Process**

The Clients may require one (1) or a variety of different ordering mechanisms as follows:

- By phone;
- By fax;
- By electronic mail (or email) to a Supplier representative or central ordering centre; and
- Online with a secure and dedicated login for Products and Rates established under the Agreement.

Clients may request to conduct testing on the Supplier's online ordering system to ensure it is compatible with the Clients' systems, policies and procedures.

### **2.9.1 Minimum Order**

There is no minimum order based on volume or value.

### **2.9.2 Order Acknowledgement**

If requested by Client, the Supplier shall notify the Client immediately or within one (1) Business Day of receiving a Client's order request, via the same method in which the order was received (e.g. email, telephone). The Supplier will include in this acknowledgement, any Product ordered that cannot be fulfilled (e.g. back-orders).

The Supplier must notify the Client immediately or within one (1) Business Day if the order, partially or in its entirety, cannot be fulfilled.

The Client may:

- Agree on substitute Products recommended. The Client may return the substitute Products in the event it does not fulfill the Client's needs. The Supplier shall bear all costs for return;
- Cancel some or all of the order, which cannot be fulfilled exactly as ordered; or
- Ask the Supplier to ship only available Products and cancel any back-orders.

## **2.10 Product Delivery**

The Supplier shall deliver orders with correct Products and quantities Delivery Duty Paid (“DDP”) to Client’s location.

Clients may have more than one (1) location within their organization (e.g. one hundred (100) individual schools, three (3) campuses) and may have more than one (1) delivery location within one (1) delivery address (e.g. two (2) mini-store locations in one (1) campus). The Supplier and Client will set out this arrangement when completing a CSA.

Products will be packaged appropriately to ensure safe delivery. All deliveries must include a packing slip specifying the Client’s required information (e.g. name of the employee who placed the order, purchase order number, Products and quantities ordered, Products and quantities shipped, back ordered Products and quantities, if any).

The Client and Supplier may agree to other delivery terms (e.g. in order for the Supplier to reduce its environmental footprint, or to satisfy the Clients schedule) which are mutually beneficial to each party.

Deliveries should be made by the Supplier’s own transportation fleet or a reputable transportation company that allows for tracking and proof of deliveries.

### **2.10.1 Lead Time**

The Supplier shall ship commonly stocked consumables and accessories next Business Day.

Further, the Supplier shall ship desktop Products in five (5) Days, understanding that there may be extenuating circumstances (e.g. a longer delivery lead time when purchasing a high volume or unique Product).

For production or professional Products and unique accessories, the lead time in delivery may be mutually agreed upon between the Supplier and the Client.

There may other circumstances where the Supplier and Clients may mutually agree upon other lead times which are beneficial to both parties, such as allowance for blanket purchase orders with scheduled release dates, complex implementation scheduling, bulk or large orders or special delivery requirements (e.g. specific hours). This may be established at the time of signing onto a CSA or at the time of order confirmation.

### **2.10.2 Damaged or Defective Shipment**

The Supplier shall ensure the Products meet the Client’s specified quality levels and specifications.

Products may not be accepted upon delivery if:

- The Products or packaging of Products are defective (e.g. broken, damaged, or dead on arrival (“DOA”));
- The Products or packaging of Products are not delivered as agreed; or
- The Products were substituted without prior approval of the Client.

The Supplier will be responsible for all shipping costs related to the return and replacement of any damaged or defective Products from the Client’s location. Clients will not be responsible for any re-stocking charges due to damaged or defective Products received. DOA Products shall be replaced at no cost to the Client, and not repaired.

## **2.11 Product Return**

From time to time, a Client may have ordered the wrong Product or may not be fully satisfied with a Product. Within reason, Client will accept and process a Product return within thirty (30) days of delivery, with proof of purchase. , and will provide a refund or credit to the Client. . In an instance where the Product is unopened, the Supplier should provide a full refund or full credit to the Client.



## **2.12 Discontinued Products**

The Supplier shall not arbitrarily discontinue Products, unless the Products are discontinued by the OEM. When discontinuing Products, the Supplier shall provide manufacturer's supporting letter to OEM ninety (90) days prior to Product's end of life and will provide new Products for testing purposes upon request.

The Supplier will make every effort to provide consumable, replacement parts and other related Services after a model is discontinued, for a minimum of two (2) years.

In an instance where a replacement Product has similar key features and functionality, the Supplier will be expected to maintain and extend similar Rates established for the discontinued model and will work with OEM to ensure minimal impact on the Clients in the transition of Product models.

## **2.13 Product Recall**

The Supplier shall have a recall Product process in place in order to advise Clients on any defective Products being recalled by the manufacturer or any regulatory organization.

Regardless of the nature of the recall (e.g. voluntary) the Supplier shall be responsible for all shipping costs related to the return of the recalled Products. The Supplier shall also be responsible for the replacement of the recalled Products.

## **2.14 Promotional Discounts**

When the Supplier has special promotions to kick off new Product lines, sell-off discontinued inventory, and/or end-of-life Products, the Supplier shall make these promotions available to Clients.

## **2.15 Bulk or Large Orders**

Clients may from time to time purchase bulk and/or large quantities of Products. If an order of significant size is requested, the Supplier is encouraged to offer better Rates and/or discounts than those in the Agreement (e.g. through a quick quote process).

## **2.16 Coordinated Bulk Ordering**

OECM may consolidate Client volume and coordinate bulk buys. Once OEM Products have been received at Client's location(s), the supplier shall submit monthly invoices to the Client.

## **2.17 Product Refresh**

During the Term, new Products and/or related Services may be available as a result of technology advancements. The Supplier shall keep Clients and OEM informed and make these Products and/or related Services available to Clients. The Agreement will be amended accordingly, where applicable.

## **2.18 Invoicing**

Clients require flexibility in invoicing and payment processes.

Supplier shall submit invoices, either a paper or electronic format, after the Products have been received by the Client. The invoice shall contain, at minimum, the following:

- Invoice number;
- Client's organization name;
- Full name of the person who placed orders;
- Delivery address;
- Client's purchase order number;
- Order date;

- Cost centre number, general ledger number if applicable;
- Client's Product part number, and ERP system number (e.g. SAP number) if applicable; and
- Product description, catalogue number, unit of measure, quantity ordered and shipped, price and extended total.

## **2.19 Payment Terms**

The Client's standard payment terms are net thirty (30) days. Different payment terms (e.g. prepay) may be agreed to when executing CSAs.

Note – Client's payment terms will not be in effect until the Supplier provides an accurate invoice.

## **2.20 Customer Support to Client**

The Supplier shall provide effective customer support to Clients including, but not limited to:

- A responsive account executive (or a team of personnel lead by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing administrative and operational support;
- The Supplier's team must be responsive to the needs of the Clients (i.e. same Business Day response), provide requested information and documentation in a timely manner and issue resolution;
- Easy access to the Supplier (i.e. by toll free telephone number, email, voicemail, and fax);
- Establishing an ongoing communications program with the Client;
- Attending quarterly business reviews with Clients or other meetings, as requested; and
- Providing reports to Clients, as required.

## **2.21 Clients Product List**

The Supplier shall create customized Product lists (i.e. catalogues) based on Clients' common purchases and requirement (e.g. Clients' printers' fleet). The Client's Product list should include the following:

- Product specific to Client's environment;
- Manufacturer number, if applicable;
- Lowest Canadian published price;
- Discount off the lowest Canadian published price; and
- Final price.

## **2.22 Agreement Management Support to OEM**

OEM will oversee the Agreement and the Supplier shall provide appropriate Agreement management support including, but not limited to:

- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- Promoting the Agreement within the Client community;
- Attending quarterly business review meetings with OEM to review CSAs, Deliverables, sales, issue management, opportunities for improvement, and other appropriate business activities;
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- Monitoring, managing and reporting pricing, savings and service quality (including customer support);
- Conducting comparative analysis (e.g. saving analysis to Clients) and surveys regularly during the Term of the Agreement to ensure customer satisfaction and support Client's strategic directions; and

- Submission of Service sales report, any ad hoc reports and the applicable Cost Recovery Fee (“CRF”) on time.

### 2.22.1 Performance Management

During the quarterly business review, OEMC may review the Key Performance Indicators (“KPIs”) with the Supplier. The KPIs may include but are not limited to the following:

Service-level Category	KPIs	Definition
Delivery	Product Delivery Lead Time	Actual lead time per order
	Defective Delivered Products	Defective delivered Products that have to be replaced
Warranty	Product Warranty Claim	Number of approved OEM warranty claim and the time for replacement or repair
Customer Support	Technical Support Response Time	Response time and actual time in resolving issue

Detailed KPIs will be established at the Agreement finalization stage between OEMC and Preferred Proponent.

### 2.22.2 Reporting to OEMC

The Supplier shall be responsible for providing monthly sales report to OEMC. The reporting shall at a minimum include the following fields of information:

- Client’s organization name;
- Invoice number;
- Client’s purchase order number, if applicable;
- Type of Products;
- Part number;
- OEM number;
- Product description;
- Unit of measure;
- Unit price;
- Quantity;
- Total cost; and
- Cost Recovery Fee (i.e. subtotal, HST and total).

The Supplier shall be responsible for any other ad hoc reports requested by OEMC.

### 2.23 Disaster Recovery and Business Continuity

The Supplier shall have and provide OEMC and/or Clients upon request, information about disaster recovery and business continuity programs including processes, policies, and procedures related to safety standards, preparing for recovery or continuation of vehicle availability and Services critical to Clients.

## **2.24 Licences, Right to Use and Approvals**

Suppliers shall obtain all licences, right to use and approvals required in connection with the supply of the Services. The costs of obtaining such licences, right to use and approvals shall be the responsibility of, and shall be paid for by, the Supplier.

Where a Supplier is required by Applicable Laws to hold or obtain any such licence, right to use and approval to carry on an activity contemplated in its Proposal or in the Agreement, neither acceptance of the Proposal nor execution of the Agreement by OEM shall be considered an approval by OEM for the Supplier to carry on such activity without the requisite licence, right to use or approval.

## **2.25 Accessibility for Ontarians with Disabilities Act**

OEM and its Clients are committed to the highest possible standards for accessibility. The Supplier must be capable to recommend and deliver, as appropriate for each Deliverable, accessible and inclusive Products and Services consistent with the Ontario Human Rights Code (OHRC), the *Ontarians with Disabilities Act, 2001* (ODA) and *Accessibility for Ontarians with Disabilities Act, 2005* (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities.

In accordance with Ontario Regulation 429-07 made under the *Accessibility for Ontarians with Disabilities Act, 2005* (Accessibility Standards for Customer Service), Clients have established policies, practices and procedures governing the provision of its services to persons with disabilities.

The AODA may be found at [http://www.e-laws.gov.on.ca/html/statutes/english/elaws\\_statutes\\_05a11\\_e.htm](http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm).

## **2.26 Pricing Methodology**

### **2.26.1 Desktop Product Rates**

The Proponent shall provide maximum, fixed, net Rates on proposed desktop Products and related accessories, as set out in the Commercial Envelope. The Supplier shall maintain these maximum, fixed, net Rates on the Products firm for the first twelve (12) months of the Agreement, with optional pricing refresh as outlined in the following Section 2.26.3. The Supplier may decrease the Rates (\$) on Products at any time during the Agreement.

### **2.26.2 Production Product Rates**

The Proponent shall propose available production Products in its lowest Canadian published price list (e.g., Manufacturer's suggested retail price list or "MSRP", education price list), with a minimum discount percentage for each Product. The Supplier shall maintain these minimum, fixed, net Rates on the Products firm for the first twelve (12) months of the Agreement, with optional pricing refresh as outlined in the following Section 2.26.3. The Supplier may increase the Rates (%) on Products at any time during the Agreement.

### **2.26.3 Optional Pricing Refresh**

OEM or the Supplier may request a pricing (i.e. Rates) refresh at each anniversary date of the Agreement, as well as at the optional extension period, if exercised.

Either party may request a price review and such request shall be made by providing a written notice ninety (90) days prior to the annual anniversary date of the Agreement. If OEM and the Supplier are not able to agree within sixty (60) days of the request for a Rates review, the Agreement may be terminated, at the sole discretion of OEM, as of the date which is one-hundred and twenty (120) days following anniversary date of the Agreement. In such event, the current Rates shall apply until the date of termination.

Clients require a minimum of thirty (30) days' notice on any Rate increase. In situations where OEM and the Supplier mutually agree to the Rates refresh after sixty (60) days from the request for a Rates review (i.e. annual pricing refresh at the anniversary date of the Agreement), the effective date of new Rates will be adjusted accordingly to allow for thirty (30) days prior notice to Clients.

Any such request from a Supplier for a pricing refresh must be accompanied by appropriate documentation. As part of any refresh OEM will consider pricing adjustments that reflect changes in operation adjustments

due to new or changed municipal, provincial, or federal regulations, by-laws, substantial fluctuations in foreign exchange Rates as published by Bank of Canada, or ordinances. OEMC may use a third party index (such as the Consumer Price Index) in the Rates review. OEMC will not consider any fixed costs or overhead adjustments in its refresh.

Supplier performance (e.g. Client retention, satisfaction, ethical business practices, marketing efforts and any commitments made during in the Proponent's Proposal) received under the Agreement will be considered when contemplating a pricing refresh and Agreement extension.

If a pricing refresh is not requested the Rates will remain the same for the next period, if applicable.

Agreement will be amended accordingly, if necessary.

## **2.27 Saving Calculation**

OEMC tracks, validates, and reports on savings on all its agreements. Once OEMC receives the Clients' approval, the Supplier will provide OEMC with Clients' base line information if applicable (e.g. historical spend).

## **2.28 OEMC Cost Recovery Fee ("CRF")**

As a not-for-profit/non-share corporation, OEMC recovers its operating costs from its agreements through a CRF. CRFs from the resulting Agreement from this RFP and other OEMC agreements are structured to support OEMC's financial model, while providing savings to Clients.

The Supplier shall pay to OEMC a CRF of three percent (3%) on all Deliverables based on the total aggregate Agreement value.

The CRF will be calculated based on the total aggregate Agreement value before tax amount invoiced by the Supplier to the Clients for Deliverables acquired through the Term of the Agreement, on a quarterly basis based on calendar year.

Harmonized sales tax ("HST") is applicable to the CRF payments made to OEMC.

- The first CRF shall be paid to OEMC by **April 7, 2016**, and include any Client purchases made between the Agreement execution date and **March 31, 2016**; and
- The CRF shall be paid quarterly thereafter.

The CRF will be reviewed (e.g. annually) and may, at OEMC's sole discretion, be adjusted downwards. OEMC may, during the Term of the Agreement, implement other CRF methodologies. If this occurs, the maximum CRF of three-percent (3%) shall not increase.

Detailed reporting requirements are set out in the Form of Agreement in Section 5.3.

## **2.29 Electrical Requirements**

Any electrical Products being proposed for consideration pursuant to this RFP must be authorized or approved in accordance with the Electrical Safety Code or by a certification organization accredited with the Standards Council of Canada Act (Canada), and shall bear the certification organization's mark identifying the Products certified for use in Canada. Certification shall be to the standard that is appropriate for the intended use of the electrical Products at Client's facilities. Prior to entering into the Agreement, the Preferred Proponent shall have provided satisfactory evidence of such certification, as applicable.

**[End of Part 2]**

**PART 3 - EVALUATION OF PROPOSALS**

**3.1 Stages of Proposal Evaluation**

OECM will conduct the evaluation of Proposals in the following six (6) stages:

Stages	Evaluation	<u>Product Category 1, 2, 3</u>		<u>Product Category 4</u>	
		<u>Desktop – Portable Desktop – Standard Desktop – Advanced</u>		<u>Production</u>	
		Scoring Methodology Maximum Points (if any)	Minimum Threshold Requirement (if any)	Scoring Methodology Maximum Points (if any)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	Pass/Fail	Pass	Pass	Pass
Stage II	Technical Response	250 points	125 points	300 points	150 points
Stage III	Desktop: Demonstration & Presentation  Production: Presentation	50 points	25 points	50 points	25 points
Stage IV	Commercial Response	200 points	Not Applicable	150 points	Not Applicable
Stage V	Cumulative Score	500 points	Not Applicable	500 points	Not Applicable
Stage VI	Tie Break (if applicable)	No Point Allocation			

**3.2 Stage I – Qualification Requirements (Pass/Fail)**

Stage I will consist of a review to determine which Proposals comply with all of the qualification requirements.

The Proponent must ensure that the qualification requirements questionnaire is completed fully by addressing all questions satisfactorily in order for the Proposal to pass and proceed to Stage II of the evaluation process. As part of the Qualification Response, the Proponent must attach the VAR authorization letter as set out in RFP Section 2.1.1.

Any Proposal that is not considered by OECM, to meet all qualification requirements questionnaire, subject to the express and implied rights of OECM, will be disqualified and not evaluated further.

**(a) Conflict of Interest**

In addition to the other information and representations made by each Proponent in the Qualification Response, each Proponent must declare whether it has an actual or potential Conflict of Interest. If, at the sole and absolute discretion of OECM, the Proponent is found to be in a Conflict of Interest, OECM may, in addition to any other remedies available at law or in equity, disqualify the Proposal submitted by the Proponent.

The Proponent, by submitting the Proposal, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Agreement other than those disclosed in the Form of Offer. Where OECM discovers a Proponent's failure to disclose all actual or potential Conflicts of Interest, OECM may disqualify the Proponent or terminate any Agreement awarded to that Proponent pursuant to this RFP process.

**(b) Insurance**

By signing the Form of Offer, the Proponent agrees, if selected, to carry appropriate insurance as outlined in Form of Agreement in Section 7.3. The Preferred Proponent must provide proof of such insurance coverage in the form of a valid certificate of insurance prior to the execution of the Agreement by OEM.

**(c) General**

OECM, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Agreement awarded to a Proponent in the event that OECM determines that the Proponent made a misrepresentation or submitted any inaccurate or incomplete information in the Qualification Response.

Other than inserting the information requested as part of the Qualification Response, a Proponent may not make any changes to or qualify the qualification requirements in its Proposal. A Proposal that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the RFP may be disqualified.

**(d) Consortium Form (If Applicable)**

Each Proposal must include a completed and signed Consortium Form if applicable to the Proponent.

**3.3 Stage II – Technical Responses (250 Points in categories 1-3 and 300 Points in category 4)**

Stage II will consist of an evaluation and scoring of each Eligible Proposal on the basis of the Proponent's Technical Responses for the following components:

Technical Response Components	Product Categories 1, 2, 3 Desktop - Portable, Standard, Advanced		Product Category 4 Production	
	Available Points	Minimum Threshold Required (if applicable)	Available Points	Minimum Threshold Required (if applicable)
<b>1. Overall Technical Response</b>	150	Not applicable	150	Not applicable
1a. Proponent's overview, skills and knowledge	35	Not applicable	35	Not applicable
1b. Product requirements	29	Not applicable	29	Not applicable
1c. Health and safety	13	Not applicable	13	Not applicable
1d. Technical support, warranty and related services	43	Not applicable	43	Not applicable
1e. Customer support and account management	30	Not applicable	30	Not applicable
<b>2. Product specifics (per proposed Product per category)</b>	<b>100</b>	50 Points or 50%	<b>150</b>	75 Points or 50%
2a. Technical specifications	8	Not applicable	6	Not applicable
2b. Health and safety	58	Not applicable	49	Not applicable
2c. Requirement details	34	Not applicable	45	Not applicable
<b>TOTAL POINTS FOR TECHNICAL RESPONSES:</b>	<b>250 Points</b>	<b>125 Points or 50%</b>	<b>300 Points</b>	<b>150 Points or 50%</b>

The Proponent may propose Products from one (1) or more OEM and identify the OEM (i.e. Primary and sole and/ others) with VAR authorization letter within the Qualification Response.

The Proponent should submit a Proposal as follows:

- One (1) *Overall* Technical Response one (1), some or all four (4) Product categories; and
- One (1) Product Specifics Technical Response per Product category, for each printer Product proposed (There is one set of Product Specifics technical requirements for each Product category).

In an instance where more than one (1) Product is being proposed per category, a score totaling overall Technical Response (i.e. components 1a to 1e), plus an average score of the Product specifics scores will be used to calculate the Proponent's total Technical Response score.

**A minimum threshold of fifty percent (50%)** is required for the Proponent's total Technical Response in order for the Proposal to receive a **pass** in this stage and proceed to the next evaluation process, stage III – demonstration and/or presentation. Any Proposal that does not meet the required minimum thresholds for overall technical requirements will receive a **fail** and will not proceed to Stage III of the evaluation process.

Further, in the event a Product's specific Technical Response score does not meet the minimum threshold of fifty percent (50%), that Product will not pass onto stage III – demonstration and/or presentation. In this situation, if the Proponent proposed other Products and those other Products pass the minimum threshold of fifty percent (50%), the Proponent will still proceed to the next evaluation stage, representing the Products that have met the minimum threshold. If however, the Proponent proposed only one (1) Product and that Product fails to meet the minimum threshold of fifty percent (50%) of the Product's specific technical requirements, the Proponent will not precede to the next evaluation stage.

Point allocation and minimum thresholds (if any), for each Technical Response, are set out in the technical questions.

Each Proposal will be awarded points based on the Proponent's response to the information contained in its technical envelope of this RFP.

It is important that Proposals clearly provide all the necessary information so that a thorough assessment of the Proponent's experience, qualifications, and capabilities can be made.

In the case that contradictory information or information that contains conditional statements is provided with respect to a question, OECM will, in its sole and absolute discretion, determine whether the response complies with the requirements, and may seek clarification from the Proponent. The contradictory information may result in the Proposal receiving a low score for that particular Technical Response.

Proposals that do not respond to a particular technical question, are left blank or contain a Technical Response of n/a or not applicable will receive a zero (0) score for that question. Where the evaluation team cannot reasonably find Technical Responses to a question, a zero (0) score will be assessed for that Technical Response.

The Technical Response to each question should:

- Be complete (bullet point format is acceptable);
- Be concise and factual; and
- Demonstrate the Proponent's understanding of Clients' business needs by providing answers validating its capabilities.

Reference checks will be performed to confirm or clarify information provided within the Proposal. The reference checks themselves will be scored as part of the Technical Responses

### **3.4 Stage III – Product Demonstration and/or Presentation (50 Points)**

Eligible Proposals that successfully pass stage II – Technical Response, must participate in stage III - Product demonstrations and/or Presentation to illustrate the Proponent and proposed Product's capability of meeting the Deliverables and requirements set out in the RFP. The demonstration and/or presentation will be evaluated and scored by the evaluation committee and will be conducted in-person, either at a Client or Proponent's location.



The Proponent will be expected to provide a demonstration and presentation of the proposed desktop Products. The Proponent proposing production Products may be asked to provide a presentation (only) or provide a demonstration and presentation.

A minimum threshold of fifty percent (50%) is required for Product demonstration and/or presentation in order for the Proposal to receive a pass in this stage and proceed to stage IV – Commercial Response of the evaluation process.

Proponents will be advised by the RFP Coordinator of the location, date and time of the demonstration and/or presentation and will be provided three (3) to five (5) Days for preparation.

Demonstrations and/or presentations are expected to take place in the first two (2) weeks of December 2015, subject to change at the sole discretion of OEM. All further logistics will be outlined by OEM on the invitation issued to applicable Proponents.

A detailed demonstration and/or presentation evaluation criteria will be included with the invitation issued to applicable Proponents. The following are sample evaluation criteria as applicable by Product category:

- Desktop Products in categories 1, 2 and 3 (Demonstration and Presentation):
  - Build sample parts from standard files;
  - Provide resulting build report to illustrate speed and cost of materials used;
  - Demonstrate the ease of use with Product and related software;
  - Showcase health and safety features of the Product;
  - Describe the Proponent's capability in technical and warranty support; and
  - Describe any innovative offerings or environmentally-sustaining initiative by Proponent and the benefits created for the Client.
- Production Products in category 4 (Presentation):
  - Demonstrate Proponent's ability to provide consultative support in production Products or systems;
  - Illustrate Primary OEM's unique Product features and how they benefit the Client;
  - Showcase health and safety features of common production Products;
  - Describe the Proponent's capability in technical and warranty support; and
  - Describe any innovative offerings or environmentally-sustaining initiative by Proponent and the benefits created for the Client.

OEM reserves the right to coordinate the demonstration and/or presentation at its sole and absolute discretion, and arrange for the demonstration and/or presentation depending on the number of factors, including the number and locations of Eligible Proponents.

### **3.5 Stage IV – Commercial Responses (200 points in categories 1-3, 150 points in category 4)**

A Commercial Response provided by the Proponent shall be submitted in accordance to the following:

- Propose maximum, fixed, net Rates on desktop Products and materials;
- Proposed minimum, percentage (%) discount off MSRP on production Products and materials, including a listing of Products related to the production Products with the lowest Canadian published price (i.e. MSRP);
- All Rates shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, materials, fuel, office support, profit, permits, licences, labour, carriage, insurance, Workplace Safety Insurance Board costs, travel, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates;
- All Rates shall be quoted exclusive of the HST, or other similar taxes, each of which, if applicable, should be stated separately;

- All Rates quoted, unless otherwise instructed in this RFP, shall remain firm for the first year the Agreement; and
- In the event of any discrepancy in the Rates within a Proposal, the lowest Rate submitted shall prevail.

The Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the RFP, that it has factored all of the provisions of the Agreement, if any, into its pricing assumptions, calculations and into its proposed Rates indicated on the Commercial Response.

A Proposal that includes conditional, optional, contingent or variable Rates that are not expressly requested in the RFP may be disqualified.

Only at the completion of Stage III of the evaluation, will the Commercial Responses (i.e. Rates) be opened for all Eligible Proposals.

The following is an overview of the point allocation, for the applicable Commercial Responses components of this RFP:

Commercial Response Components	Available Points	
	Product Categories 1, 2, 3 Desktop – Portable, Standard, Advanced	Product Category 4 Production
1. Printer Products	120	100
2. Material Products	80	50
<b>TOTAL POINTS FOR COMMERCIAL RESPONSES:</b>	<b>200 points</b>	<b>150 points</b>

All Rates applicable to the Products requested in this RFP or identified in the Proposal must be provided in the Proponent's Commercial Responses.

### 3.5.1 Commercial Responses Evaluation Methodology – Product Categories 1, 2, 3: DESKTOP

The evaluation and scoring of the Commercial Responses will occur in the following three (3) steps per desktop Product category:

- Step 1 – evaluation and scoring of the proposed, percentage discount off MSRP Products;
- Step 2 – evaluation and scoring of proposed, fixed, net Rates on material Products;
- Step 3 – total scores for above two (2) steps.

#### **Step 1 – evaluation and scoring of the proposed, net Rates on printer Products:**

Each maximum, net Rate will be evaluated based on the relationship of the Proponent's proposed net Rate in comparison to other proposed net Rate in the Commercial Responses utilizing a relative formula (i.e. by dividing that Proponent's rate into the lowest rate bid), per Product category.

All proposed net Rates will be weighted equally for the Commercial Responses evaluation. The example below illustrates how points will be calculated for proposed net pricing:

Example: Evaluation of Desktop – Portal 3D Printer Product		
Proposed Net Pricing	Calculation	Resulting Points
If Proponent 1 proposes the lowest net pricing of \$1,000, that Proponent will receive 100% of the available points.	$\$1,000 \div \$1,000 \times 120$	120
If Proponent 2 proposes the second lowest net pricing of \$1,200, that Proponent will receive 83% of the available points	$\$1,000 \div \$1,200 \times 120$	100

<b>Example: Evaluation of Desktop – Portal 3D Printer Product</b>		
<b>Proposed Net Pricing</b>	<b>Calculation</b>	<b>Resulting Points</b>
If Proponent 3 proposes the highest net pricing of \$2,000, that Proponent will receive 50% of the available points	$\$1,000 \div \$2,000 \times 120$	60

The relative formula will be calculated based on the same warranty period between Proponents. For example, a desktop portable Product with 2-year warranty compared to another bidder's desktop portable Product with 2-year warranty. In an instance where a Proponent proposes Rates for 1-year, 2-year and/or 3-year warranty periods, the relative scores will be averaged and that average will be used as part of the calculation for cumulative score. Similarly, in an instance where a Proponent proposes more than one (1) printer Product per category, the relative scores will be averaged and used as part of the Proponent's cumulative score.

When a cell is left blank or \$0.00 is entered in any cell on the Commercial Response, it is deemed to mean that the particular Product is not available to Clients. Therefore, when evaluating and scoring the proposed Rate, the Proponent will receive a zero (0) point score. The remaining Proponents will be evaluated, also using a relative formula, based on the maximum sub-point allocation.

At the end of Step 1, the process will result in the following hypothetical scores on proposed Rates:

- Proponent 1 = 100 points
- Proponent 2 = 82 points
- Proponent 3 = 46 points

**Step 2 – evaluation and scoring of proposed, fixed, net Rates on material Products:**

Each maximum, net Rate will be evaluated based on the relationship of the Proponent's proposed net Rate in comparison to other proposed net Rate in the Commercial Responses utilizing a relative formula (i.e. by dividing that Proponent's rate into the lowest rate bid), where applicable per common material Product (e.g. PLA, ABS). Each common material will be evaluated per pound with the same diameter (e.g. 1 lbs with 1.75mm), and where there are multiple Rates due to differences in package size or colour, the relative score will be averaged and used as part of the Proponent's cumulative score.

<b>Example: Evaluation of PLA material Product (per pound)</b>		
<b>Proposed Net Pricing</b>	<b>Calculation</b>	<b>Resulting Points</b>
If Proponent 1 proposes the lowest net pricing of \$15 per pound, that Proponent will receive 100% of the available points.	$\$15 \div \$15 \times 80$	80.0
If Proponent 2 proposes the second lowest net pricing of \$25, that Proponent will receive 60% of the available points	$\$15 \div \$25 \times 80$	48.0
If Proponent 3 proposes the highest net pricing of \$32, that Proponent will receive 47% of the available points	$\$15 \div \$32 \times 80$	37.5

When a cell is left blank or \$0.00 is entered in any cell on the Commercial Response, it is deemed to mean that the particular Product is not available to Clients. Therefore, when evaluating and scoring the proposed Rate, the Proponent will receive a zero (0) point score. The remaining Proponents will be evaluated, also using a relative formula, based on the maximum sub-point allocation.

At the end of Step 1, the process will result in the following hypothetical scores on proposed Rates:

- Proponent 1 = 74 points
- Proponent 2 = 31 points
- Proponent 3 = 54 points

**Step 3 – total scores for above two (2) steps:**

At the conclusion of step 2, the resulting scores of steps one (1) and two (2) will be totaled.

For this example the following **hypothetical** scores have been calculated:

- Proponent 1 = 174 points
- Proponent 2 = 113 points
- Proponent 3 = 100 points

In this example, Proponent 1 would have the highest scoring Commercial Response, Proponent 2 would have the second highest scoring Commercial Response and Proponent 3 would have the lowest scoring Commercial Responses.

**3.5.2 Commercial Responses Evaluation Methodology – Product Category 4: PRODUCTION**

The evaluation and scoring of the Commercial Responses will occur in the following three (3) steps for production Product category 4:

- Step 1 – evaluation and scoring of the percentage discount off production printer Products’ MSRP;
- Step 2 – evaluation and scoring of the percentage discount off material Products’ MSRP for production printers;
- Step 3 – total scores for above two (2) steps.

**Step 1 – evaluation and scoring of the percentage discount off production printer Products’ MSRP:**

The Proponent should propose a minimum discount percentage off MSRP for production Products. Each proposed Rate (%) will be evaluated based on the relationship of the Proponent’s proposed percentage discount in comparison to other proposed percentage discount Rate using a relative formula (i.e. by dividing that Proponent’s percentage into the highest percentage).

Where applicable, the Proponent may propose discount percentage off MSRP for sub-categories within production Printer (e.g. based on technology groups) and such Rates will be averaged as basis for the relative formula.

The example below illustrates how points will be calculated for discount percentage off MSRP:

<b>Example: Evaluation of Production 3D Printer Product</b>		
<b>Proposed Minimum Discount Percentage Off MSRP</b>	<b>Calculation</b>	<b>Resulting Points</b>
If Proponent 1 proposes the highest minimum percentage discount off of 60%, that Proponent will receive 100% of the available points	$60\% \div 60\% \times 100$	100
If Proponent 2 proposes the second highest minimum discount percentage off of 45%, that Proponent will receive 75% of the available points	$45\% \div 60\% \times 100$	75
If Proponent 3 proposes the lowest minimum discount percentage off of 35%, that Proponent will receive 58% of the available points	$35\% \div 60\% \times 100$	58

When a cell is left blank or \$0.00 is entered in any cell on the Commercial Response, it is deemed to mean that the particular Product is not available to Clients. Therefore, when evaluating and scoring the proposed Rate, the Proponent will receive a zero (0) point score. The remaining Proponents will be evaluated, also using a relative formula, based on the maximum sub-point allocation.

At the end of Step 1, the process will result in the following hypothetical scores on proposed Rates:

- Proponent 1 = 82 points
- Proponent 2 = 55 points
- Proponent 3 = 33 points

**Step 2 – evaluation and scoring of the proposed, fixed, percentage discount off materials’ MSRP:**

The Proponent should propose a minimum discount percentage off MSRP on material Products used by the proposed production printers. Each proposed Rate (%) will be evaluated based on the relationship of the Proponent’s proposed percentage discount in comparison to other proposed percentage discount Rate using a relative formula (i.e. by dividing that Proponent’s percentage into the highest percentage).

Where applicable, the Proponent may propose discount percentage off MSRP for sub-categories within production Printer (e.g. type, packing) and such Rates will be averaged as basis for the relative formula.

The example in step 1 will be repeated for step 2.

At the end of Step 2, the process will result in the following hypothetical scores on proposed Rates:

- Proponent 1 = 46 points
- Proponent 2 = 22 points
- Proponent 3 = 39 points

**Step 3 – total scores for above two (2) steps:**

At the conclusion of step 2, the resulting scores of steps one (1) and two (2) will be totaled.

For this example the following **hypothetical** scores have been calculated:

- Proponent 1 = 128 points
- Proponent 2 = 77 points
- Proponent 3 = 72 points

In this example, Proponent 1 would have the highest scoring Commercial Response in Product category 4, Proponent 2 would have the second highest scoring Commercial Response and Proponent 3 would have the lowest scoring Commercial Responses.

**3.6 Stage V – Cumulative Score**

At the cumulative score stage, the scores from Stages II, III, and IV will be totaled, and subject to the express and implied rights of OEM, the Proponents who have the highest scoring Proposals will become the Preferred Proponents as set out in Section 1.7 of the RFP. The Preferred Proponents will be invited to enter into an Agreement, as set out in the Form of Agreement in Section 5.3.

**3.7 Stage VI - Tie Break Process**

At this stage, where two (2) or more of the highest scoring Proposals achieve a tie score, per category (e.g. for the same Primary OEM) on completion of the evaluation process, OEM shall break the tie by selecting the Proposal with the highest score in Stage II – Technical Response as the Preferred Proponent.

**3.8 Execution of Agreement with Preferred Proponent**

Subject to the requirements of this Section, OEM expects that the Agreements will be finalized within fifteen (15) days after notification of award.

Once the Agreements have been finalized, Clients may execute a Client Supplier Agreement with one (1) or more Suppliers.

OEM shall at all times be entitled to exercise its rights under Section 4.6.

### **3.9 Agreement Launch and Marketing**

OECM will promote the use of the Agreement with Clients as set out in Section 1.9. During the post-award period, the Supplier will be expected to meet with OECM, as-and-when-required, to discuss an effective collaborative Agreement launch approach.

OECM will work closely with the Supplier and request that, where available, communications and marketing experts join discussions to achieve the desired outcome. During this period, the Supplier should provide OECM the information as requested including but not limited to:

- Supplier profile and logo;
- Supplier contact information; and
- Access to training materials (e.g., webinars).

**[End of Part 3]**

## PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS

### 4.1 General Information and Instructions

#### 4.1.1 RFP Timetable

The following is a summary of the key dates for this RFP process:

RFP Timetable	
Event	Date
OECEM's RFP Publication Date:	October 30, 2015
Proponent's Information Session:	1:00pm on November 4, 2015
Proponent's Deadline for Questions:	3:00pm on November 6, 2015
OECEM's Deadline for Issuing Addenda:	November 10, 2015
Proponent's Deadline for Questions Pertaining to <b>Entire RFP and Issued Addenda only:</b>	1:00pm November 12, 2015
Proponent's Deadline for Questions Pertaining to <b>Product Specific Technical Requirements:</b>	3:00pm November 18, 2015
OECEM's Deadline for Issuing Final Addenda:	November 19, 2015
<b>Closing Date:</b>	<b>3:00pm November 26, 2015</b>
Product Demonstration for Eligible Proposals:	November 30 – December 11, 2015
Agreement Start Date:	January, 2016

Note – all times specified in this RFP timetable are local times in Toronto, Ontario, Canada.

OECEM may amend any timeline, including the Closing Date, without liability, cost, or penalty, and within its sole discretion.

In the event of any change in the Closing Date, the Proponents may thereafter be subject to the extended timeline.

#### 4.1.2 Proponent Information Session

A Proponent may, but are not required to, participate in the Proponent Information Session, which will take place at the time set out in Section 4.1.1.

A Proponent wishing to participate should register, noting its full legal name and the names of the representatives by emailing the **Buyer Organization through the OTP** prior to **11:00am on November 4, 2015**. Access to the teleconference and any applicable information will be emailed to the registered Proponents through the OTP.

The Proponent Information Session may provide an opportunity for Proponents to enhance its understanding of this RFP.

Any changes to the Proponent Information Session meeting date will be issued in an addendum on the OTP.

Information provided during this session will be posted on the OTP.

#### **4.1.3 Proponents to Follow Instructions**

Proponents should structure its Proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the applicable section numbers of this RFP where that request was made.

#### **4.1.4 Proposals in English**

All submissions of Proposal are to be in English only. Any Proposals received by OECM that are not entirely in the English language may be disqualified.

#### **4.1.5 OECM's Information in RFP Only an Estimate**

OECM makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general size of the work.

It is the Proponent's responsibility to avail itself of all the necessary information to prepare a Proposal in response to this RFP.

#### **4.1.6 Proponent's Costs**

Proponents shall bear all costs and expenses incurred relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent's participation in:

- The preparation, presentation and submission of its Proposal;
- The Proponent's attendance at any meeting in relation to the RFP process, including any presentation and or interview;
- The conduct of any due diligence on its part, including any information gathering activity;
- The preparation of the Proponent's own questions prior to the Closing Date; and
- Any discussion and/or finalization, if any, in respect of the Form of Agreement.

### **4.2 4.2 Communication after RFP Issuance**

#### **4.2.1 Communication With The Buyer Organization**

All communications regarding any aspect of this RFP must be emailed through the OTP to the Buyer Organization.

Proponents that fail to comply with the requirement to direct all communications through the OTP to the Buyer Organization may be disqualified from this RFP process. Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with the following as it relates to this RFP:

- Any employee or agent of OECM (other than the RFP Coordinator);
- Any member of OECM's governing body (such as Board of Directors, or advisors);
- Any employee, consultant or agent of the OECM's Clients, including working group members;
- Any elected official of any level of government, including any advisor to any elected official; and,
- Any member of the Consortium (such as Board of Governors, Board of Directors, or advisors).

#### **4.2.2 Proponents to Review RFP**

Proponents shall promptly examine this RFP and all attachments, including the Form of Agreement and:

- Shall report any errors, omissions or ambiguities; and,
- May direct questions or seek additional information on or before the Proponent's Deadline for Questions to the Buyer Organization.

All questions submitted by Proponents shall be deemed to be received once the email has entered into the Buyer Organization's OTP inbox.



In answering a Proponent's questions, OECM will set out the question, without identifying the Proponent that submitted the question and OECM may, in its sole discretion:

- Edit the question for clarity;
- Exclude questions that are either unclear or inappropriate; and
- Answer similar questions from various Proponents only once.

Where an answer results in any change to the RFP, such answer will be formally evidenced through the issue of a separate addendum for this purpose.

To ensure Proponents clearly understand issued addenda, OECM allows Proponents to ask questions about issued addenda. Refer to Section 4.1.1 for timelines.

OECM is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the Proponent to seek clarification, by submitting questions through the OTP to the Buyer Organization, on any matter it considers to be unclear. OECM shall not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

#### **4.2.3 Proponent to Notify**

In the event a Proponent has any reason to believe that an error, omission or ambiguity, as set out in Section 4.2.2 exists, the Proponent must notify through the OTP the Buyer Organization prior to submitting a Proposal.

If appropriate, the Buyer Organization will then clarify the matter for the benefit of all Proponents.

Proponents shall not:

- After submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in Section 4.2.2 were present with respect to the RFP; and,
- Claim that OECM is responsible for any of the circumstances listed in Section 4.2.2 of this RFP.

#### **4.2.4 All New Information to Proponents by way of Addenda**

This RFP may only be amended by an addendum in accordance with this Section.

If OECM, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda by way on OTP. Each addendum shall form an integral part of this RFP.

Any amendment or supplement to this RFP made in any other manner will not be binding on OECM.

Such addenda may contain important information including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by OECM. In the space provided in the Form of Offer, Proponents shall confirm its receipt of all addenda by setting out the number of addenda in the space provided in the Form of Offer.

Proponents who intend to respond to this RFP are requested not to cancel the receipt of addenda or amendments option provided by OTP, since it must obtain through all of the information documents that are issued on OTP.

In the event that a Proponent chooses to cancel the receipt of addenda or amendments, its Proposal may be rejected.

### **4.3 Proposal Submission Requirements**

#### **4.3.1 General**

The Proponent shall submit its Proposal through the OTP at <https://ontariotenders.bravosolution.com/esop/nac-host/public/web/login.html>. The Proponent should contact

the OTP customer support if it experiences technical difficulties or to seek support in the use of the OTP via email at: [eTenderhelp\\_CA@bravosolution.com](mailto:eTenderhelp_CA@bravosolution.com) or telephone, toll free at: (866) 722-7390.

To be considered in the RFP process, a Proposal must be submitted and received **before** the Closing Date as set out in Section 4.1.1, on the OTP. **The Proponent is encouraged to get itself familiarized with the use of the OTP prior to submission.**

The Proponent will not be able to submit a Proposal **after** the Closing Date as the OTP will close the access to the RFP on the Closing Date.

Proposals submitted by mail, email, facsimile and/or sent by any other electronic means and/or format other than stated in this RFP shall **not** be considered. Notwithstanding anything to the contrary contained in any applicable statute relating to electronic documents Transactions, including the *Electronic Commerce Act, 2000, S.O. 2000, c. 17*, any notice, submission, statement, or other instrument provided in respect of the RFP may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFP.

#### **4.3.2 Proposal Submission Requirements**

Proposals should be submitted in accordance with the instructions set out in this RFP on the OTP as set out below.

- **Qualification Response must include:**
  - A completed form of offer;
  - A VAR authorization letter; and
  - A completed consortium form (if applicable).
  
- **Technical Response must include (please do not include any financial information)**
  - Completed overall Technical Responses;
  - Completed Product specific Technical Response per proposed printer Product; and
  - Three (3) completed reference forms.
  
- **Commercial Response must include:**
  - Completed Commercial Responses, in accordance to instructions set out on OTP.

#### **4.3.3 Other Proposal Considerations**

In preparing its Proposal, the Proponent should adhere to the following:

- Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored;
- Respond to the technical questions, or as may be directed in this RFP;
- Completely address, on a point-by-point basis, each technical question. Technical Responses left blank and/or unanswered will receive a score of zero (0). Refer to Section 3.3 – Stage II; and,
- The Proposal should be complete in all respects. Proposal evaluation and scoring applies only to the information contained in the Proposal, or accepted clarifications as set out in Section 4.3.13 Clarification of Proposals.

#### **4.3.4 Proposal Receipt by OEM**

Every Proposal submitted will be date/time stamped by the OTP.

**A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is submitted and received **before** the Closing Date**, all submissions are deemed received according to the system time stamp provided by OTP.

#### **4.3.5 Withdrawal of Proposal**

A Proponent may withdraw its Proposal only by deleting its submission on the OTP before the Closing Date. A Proposal may not be withdrawn after the Closing Date. OEM has no obligation to return withdrawn Proposals.

#### **4.3.6 Amendment of Proposal**

A Proponent may amend its Proposal after submission through the OTP, but only if the Proposal is amended and resubmitted before the Closing Date.

#### **4.3.7 Completeness of Proposal**

By submitting a Proposal, the Proponent confirms that all of the components required to use and or manage the Products and Services have been identified in its Proposal or will be provided to OECM or its Clients at no additional charge. Any requirement that may be identified by the Proponent after the Closing Date or subsequent to signing the Agreement shall be provided at the Proponent's expense.

#### **4.3.8 Proposals Retained by OECM**

All Proposals submitted by the Closing Date shall become the property of OECM and will not be returned to the Proponents.

#### **4.3.9 Proposal Irrevocability**

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 4.3.5, a Proposal shall be irrevocable by the Proponent for one-hundred-and-twenty (120) days from the Proponents Proposal Submission Deadline.

#### **4.3.10 Acceptance of RFP**

By submitting a Proposal, a Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms, and conditions contained in its Proposal.

#### **4.3.11 Amendments to RFP**

Subject to Section 4.1.1 and Section 4.2.4, OECM shall have the right to amend or supplement this RFP in writing prior to the Closing Date. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

#### **4.3.12 Proposals will not be Opened Publicly**

Proponents are advised that there will not be a public opening of this RFP. OECM will open Proposals at a time subsequent to the Closing Date.

#### **4.3.13 Clarification of Proposals**

OECM shall have the right at any time after the Closing Date to seek clarification from any Proponent in respect of the Proposal, without contacting any other Proponent.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change its Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by OECM from a Proponent in response to a request for clarification from OECM may be considered, if accepted, to form an integral part of the Proposal, at OECM's sole and absolute discretion.

OECM shall not be obliged to seek clarification of any aspect of any Proposal.

#### **4.3.14 Verification of Information**

OECM shall have the right, in its sole discretion, to:

- Verify any Proponent's statement or claim made in its Proposal or made subsequently in a clarification, interview, site visit, oral presentation, demonstration, or discussion by whatever means OECM may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Proponent statement or claim, if such statement or claim or its Proposal is patently unwarranted or is questionable, which may result in changes to the scores for the Proponent's Rated Requirements; and,

- Access the Proponent's premises where any part of the work is to be carried out to confirm
- Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and OEMC shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. OEMC and the Proponent shall each bear its own costs in a connection with access to OEMC's premises.

The Proponent shall co-operate in the verification of information and is deemed to consent to OEMC verifying such information, including references.

#### **4.3.15 Proposal Acceptance**

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria as set out in Part 3 will form a part of the evaluation process.

#### **4.3.16 RFP Incorporated into Proposal**

All provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proposal.

#### **4.3.17 Exclusivity of Contract**

The Agreement, if any, with the Preferred Proponent will not be an exclusive agreement for the provision of the described Deliverables.

#### **4.3.18 Substantial Compliance**

OEMC shall be required to reject Proposals, which are not substantially compliant with this RFP.

#### **4.3.19 No Publicity or Promotion**

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of OEMC.

In the event that a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, OEMC shall be entitled to take all reasonable steps as may be deemed necessary by OEMC, including disclosing any information about a Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

### **4.4 Execution of Agreement, Notification and Debriefing**

#### **4.4.1 Selection of Proponents**

OEMC anticipates that Preferred Proponents will be selected within ninety (90) days of the Closing Date. Notice of selection by OEMC to the Preferred Proponent will be in writing by email from the RFP Coordinator.

The Preferred Proponent shall execute the Agreement in the form attached to this RFP and satisfy any other applicable conditions of this RFP within fifteen (15) days of notice of selection. This provision is solely to the benefit of OEMC and may be waived by OEMC at its sole discretion.

Proponents are reminded that there is a question and answer period available if they wish to ask questions or seek clarification about the terms and conditions set out in the Form of Agreement. OEMC will consider such requests for clarification in accordance with Section 4.2.2 of the RFP.

#### **4.4.2 Failure to Agree to Form of Agreement**

In addition to all of OEMC's other remedies, if the Preferred Proponent and OEMC fails to agree upon the Form of Agreement or if the Preferred Proponent fails to satisfy any other applicable conditions within fifteen

(15) days of notice of selection, OECM may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent.

#### **4.4.3 Notification to Other Proponents of Outcome of RFP Process**

Once the Supplier and OECM execute the Form of Agreement, the other Proponents will be notified in writing by email of the outcome of the RFP process, including the name of the Supplier.

#### **4.4.4 Debriefing**

The RFP Coordinator will invite Proponents to attend a debriefing by OECM after award notification. Request for a debriefing session shall be in writing to the RFP Coordinator within sixty (60) days from the award notification.

OECM will not disclose submission information from other Proponents.

The intent of the debriefing information session is to aid the Proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

#### **4.4.5 Bid Dispute Resolution**

In the event that a Proponent wishes to review the decision of OECM in respect of any material aspect of the RFP process, and subject to having attended a debriefing, the Proponent shall submit a protest in writing to the RFP Coordinator within ten (10) days from such a debriefing.

Any request that is not timely received will not be considered and the Proponent will be notified in writing.

A protest in writing shall include the following:

- A specific identification of the provision and/or procurement procedure that is alleged to have been breached;
- A specific description of each act alleged to have breached the procurement process;
- A precise statement of the relevant facts;
- An identification of the issues to be resolved;
- The Proponent's arguments and supporting documentation; and
- The Proponent's requested remedy.

For the purpose of a protest, OECM will review and address any protest in a timely and appropriate manner.

### **4.5 Prohibited Communications, Confidential Information and FIPPA**

#### **4.5.1 Confidential Information of OECM**

All correspondence, documentation, and information of any kind provided to any Proponent in connection with or arising out of this RFP or the acceptance of any Proposal:

- Remains the property of OECM and shall be removed from OECM's premises only with the prior written consent of OECM;
- Must be treated as confidential and shall not be disclosed except with the prior written consent of OECM;
- Must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement; and,
- Must be returned to OECM upon request.

#### **4.5.2 Confidential Information of the Proponent**

Except as provided otherwise in this RFP, or as may be required by Applicable Laws, OECM shall treat the Proposal and any information gathered in any related process as confidential, provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by OECM.

During any part of this RFP process, OECM or any of its representatives or agents shall be under no obligation to execute a confidentiality agreement.

In the event that a Proponent refuses to participate in any required stage of the RFP because OECM has refused to execute any such confidentiality agreement, the Proponent shall receive no points for that particular stage of the evaluation process.

#### **4.5.3 Proponent's Submission**

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proposal.

If a portion of a Proposal is to be held confidential, such provisions must be clearly identified in the Proposal.

#### **4.5.4 Personal Information**

Personal Information shall be treated as follows:

- Submission of information – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide Products unless specifically requested. OECM shall maintain the information for a period of seven (7) years from the time of collection. Should OECM request such information, OECM will treat this information in accordance with the provisions of this Section;
- Use – Any personal information as defined in the *Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5* that is requested from a Proponent by OECM shall only be used to select the qualified individuals to undertake the Products and to confirm that the work performed is consistent with these qualifications; and,
- Consent – It is the responsibility of the Proponent to obtain the consent of such individuals prior to providing the information to OECM. OECM will consider that the appropriate consents have been obtained for the disclosure to and use by OECM of the requested information for the purposes described.

#### **4.5.5 Non-Disclosure Agreement**

OECM reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to OECM.

#### **4.5.6 Freedom of Information and Protection of Privacy Act**

The *Freedom of Information and Protection of Privacy Act (Ontario)*, applies to information provided by Proponents. A Proponent should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by OECM and its Clients. The confidentiality of such information will be maintained by OECM, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

By submitting a Proposal, including any Personal Information requested in this RFP, Proponents agree to the use of such information for the evaluation process, for any audit of this procurement process, and for contract management purposes.

#### **4.5.7 Competition Act**

Under Canadian law, a Proposal must be prepared without conspiracy, collusion, or fraud. For more information, refer to the Competition Bureau website at <http://www.cb-bc.gc.ca/eic/site/cb-bc.nsf/eng/01240.html>, and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34.

#### **4.5.8 Trade Agreements**

Proponents should note that procurements coming within the scope of either Chapter 5 of the Agreement on Internal Trade or within the scope of the Trade and Cooperation Agreement between Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP.

For more information, please refer to the Internal Trade Secretariat website at [www.ait-aci.ca/](http://www.ait-aci.ca/) or to the Trade and Cooperation Agreement between Quebec and Ontario at <http://www.marcan.net/assets/trade%20arrangements/Quebec-Ontario%20Trade%20and%20Cooperation%20Agreement%20English.pdf>.

#### **4.5.9 Intellectual Property**

The Proponent shall not use any intellectual property of OECEM or Clients, including but not limited to, logos, registered trademarks, or trade names of OECEM or Clients, at any time without the prior written approval of OECEM and the respective Client.

#### **4.6 Reserved Rights and Governing Law of OECEM**

##### **4.6.1 General**

In addition to any other express rights or any other rights, which may be, implied in the circumstances, OECEM reserves the right to:

- (a) Make public the names of any or all Proponents;
- (b) Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information, if accepted, into the Proposal, at OECEM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- (c) Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in OECEM's sole and absolute discretion;
- (d) Verify with any Proponent or with a third party any information set out in a Proposal;
- (e) Check references other than those provided by Proponents;
- (f) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with OECEM impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP;
- (g) Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached a contract with OECEM, or has otherwise failed to perform such contract to the reasonable satisfaction of OECEM (i.e. has not submitted required reporting and or cost recovery fees to OECEM), the Proponent has been charged or convicted of an offence in respect of a contract with OECEM, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECEM;
- (h) Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal;
- (i) Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (j) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (k) Reject a Subcontractor proposed by a Proponent within a consortium;
- (l) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECEM;
- (m) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
  - o OECEM determines it would be in the best interest of OECEM not to award an Agreement,

- the Proposal prices exceed the bid prices received by OECM for Products acquired of a similar nature and previously done work,
- the Proposal prices exceed the costs OECM or its Clients would incur by doing the work, or most of the work, with its own resources,
- the Proposal prices exceed the funds available for the Products, or
- the funding for the acquisition of the proposed Products has been revoked, modified, or has not been approved,

and where OECM cancels this RFP, OECM may do so without providing reasons, and OECM may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing.

- (n) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal;
- (o) Accept any Proposal in whole or in part; or
- (p) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM or is otherwise engaged in a dispute with OECM.

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

By submitting a Proposal, the Proponent authorizes the collection by OECM of the information set out under (d) and (e) in the manner contemplated in those subparagraphs.

#### **4.6.2 Rights of OECM – Preferred Proponent**

In the event that the Preferred Proponent fails or refuses to execute the Agreement within fifteen (15) days from being notified of its position as the Preferred Proponent, OECM may, in its sole discretion:

- Extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, OECM may, in its sole discretion, terminate the discussions;
- Exclude the Preferred Proponent from further consideration and begin discussions with the next highest scoring Proponent without becoming obligated to offer to negotiate with all Proponents; and,
- Exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP and issuing a new RFP for the same or similar Services.

OECM may also cancel this RFP in the event the Preferred Proponent fails to obtain any of the permits, licences, and approvals required pursuant to this RFP.

#### **4.6.3 No Liability**

The Proponent agrees that:

- Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;
- It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis; and
- It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.



The Proponent further agrees that if OECM commits a material breach of OECM's obligations pursuant to this RFP, OECM's liability to the Proponent, and the aggregate amount of damages recoverable against OECM 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 OECM, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from OECM can demonstrate. In no event shall OECM be liable to the Proponent for any breach of OECM's obligations pursuant to this RFP, which does not constitute a material breach thereof. The Proponent acknowledges and agrees that the provisions of the *Broader Public Sector Accountability Act, 2010* shall apply notwithstanding anything contained herein.

**4.6.4 Assignment**

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of OECM. Any act in derogation of the foregoing shall be null and void.

**4.6.5 Entire RFP**

This RFP and all Appendices form an integral part of this RFP.

**4.6.6 Priority of Documents**

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Appendices, the RFP shall prevail over the Appendices during the RFP process.

**4.6.7 Governing Law**

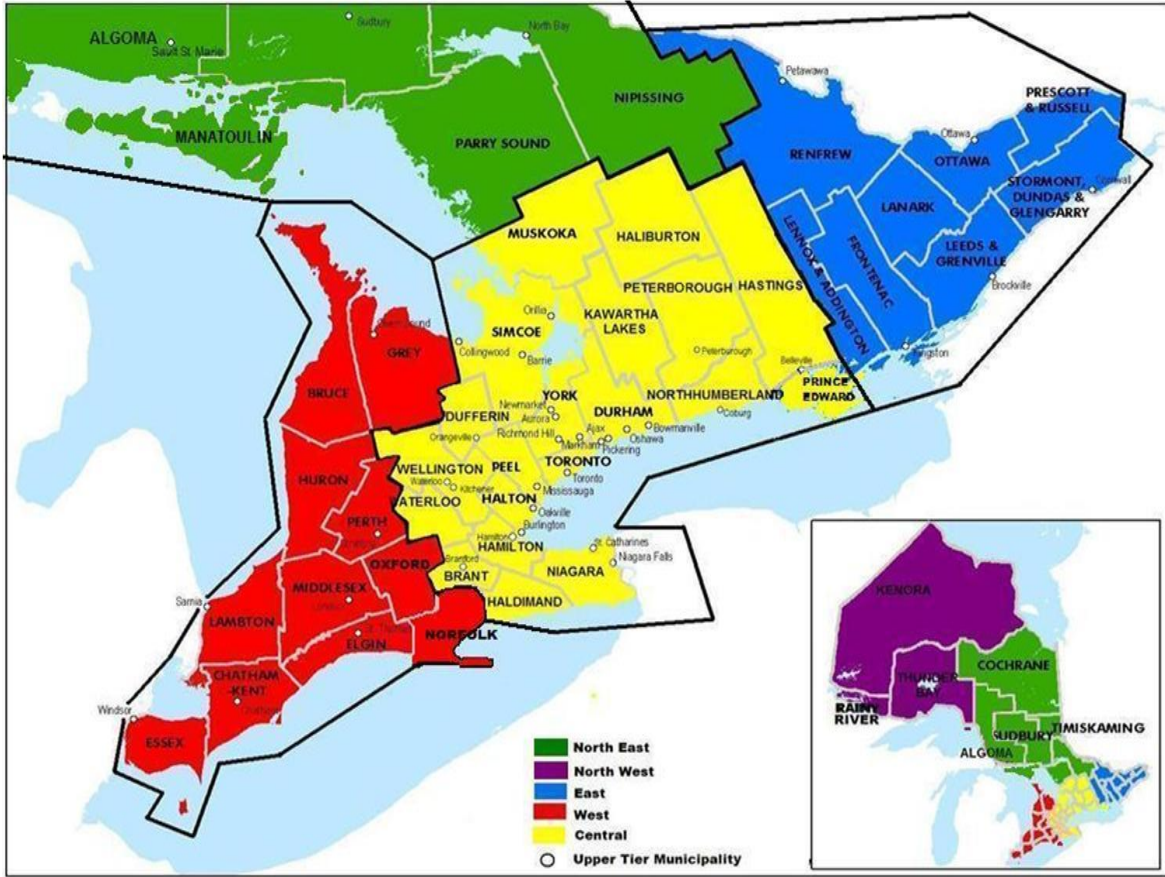
The laws of Ontario and the federal laws of Canada applicable shall govern the RFP, the Proposal, and any resulting Agreement therein.

**[End of Part 4]**

PART 5 – ATTACHEMENTS

5.1 OECM Geographical Zones

Clients supported by OECM agreements are located in the following five (5) geographical Zones in the Province of Ontario.



County, District or Municipality (CDRS)		
CENTRAL	EAST	WEST
Brantford County	Frontenac County	Bruce County
Durham Region	Leeds & Grenville County	Chatham-Kent District
Halton Region	National Capital Region	Essex County
Hastings County	Prescott and Russell, United Counties	Grey County
Kawartha Lakes District	Renfrew County	Huron County
Niagara Region	<b>NORTH EAST</b>	Lambton County
Northumberland County	Algoma District	Middlesex County
Peel Region	Cochrane District	Perth County
Peterborough County	Nipissing District	
Prince Edward Region	Sudbury Region	
Simcoe County	<b>NORTH WEST</b>	
Toronto Region	Kenora District	
Waterloo Region	Rainy River District	
Wellington County	Thunder Bay District	
York Region		

## 5.2 OECM's Education Clients

School Boards, Colleges, and Universities are set out below in each applicable Zone.

Zones	School Boards			Colleges	Universities
Central	Brant Haldimand Norfolk Catholic DSB	Hamilton-Wentworth DSB	Waterloo Catholic DSB	Centennial College	Brock University
	CSD catholique Centre-Sud	Hastings and Prince Edward DSB	Waterloo Region DSB	Conestoga College Institute of Technology and Advanced Learning	University of Guelph
	CSD du Centre Sud-Ouest	Kawartha Pine Ridge DSB	Wellington Catholic DSB	Durham College of Applied Arts and Technology	McMaster University
	DSB of Niagara	Niagara Catholic DSB	York Catholic DSB	George Brown College of Applied Arts & Technology	OCAD University
	Dufferin-Peel Catholic DSB	Peel DSB	York Region DSB	Georgian College of Applied Arts and Technology	Ryerson University
	Durham Catholic DSB	Peterborough Victoria Northumberland and Clarington Catholic DSB		Humber College Institute of Technology & Advanced Learning	University of Toronto
	Durham DSB	Simcoe County DSB			Trent University
	Grand Erie DSB	Simcoe Muskoka Catholic DSB		Loyalist College of Applied Arts and Technology	University of Ontario Institute of Technology
	Halton Catholic DSB	Toronto Catholic DSB		Mohawk College of Applied Arts and Technology	University of Waterloo
	Halton DSB	Toronto DSB		Niagara College of Applied Arts and Technology	University of Western Ontario
	Hamilton-Wentworth Catholic DSB	Trillium Lakelands DSB		Seneca College of Applied Arts and Technology	Wilfrid Laurier University
	Upper Grand DSB		Sheridan Institute of Technology and Advanced Learning	York University	
			Fleming College	Huron University College	
East	Algonquin and Lakeshore Catholic DSB	Limestone DSB	Upper Canada DSB	The Algonquin College of Applied Arts and Technology	Carleton University
	Catholic DSB of Eastern Ontario	Ottawa Catholic DSB		Canadore College of Applied Arts and Technology	University of Ottawa
	CSD catholique de l'Est Ontarien	Ottawa-Carleton DSB			Queen's University
	CSD catholique du Centre-Est de l'Ontario	Renfrew County Catholic DSB		La Cité collégiale	Dominican College Of Philosophy & Theology
	CSD des écoles publiques de l'Est de l'Ontario	Renfrew County DSB		St. Lawrence College of Applied Arts and Technology	
North East	Algoma DSB	CSD du Nord-Est de l'Ontario	Nipissing-Parry Sound Catholic DSB	Cambrian College of Applied Arts and Technology	Algoma University
	CSD catholique des Grandes Rivières	DSB Ontario North East	Northeastern Catholic DSB	Collège Boréal	Laurentian University
	CSD catholique du Nouvel-Ontario	Huron-Superior Catholic DSB	Rainbow DSB	Sault College	Nipissing University
	CSD catholique Franco-Nord	Near North DSB	Sudbury Catholic DSB		
	CSD du Grand Nord de l'Ontario				
North West	CSD catholique des Aurores Boréales	Lakehead DSB	Superior North Catholic DSB	Confederation College of Applied Arts and Technology	Lakehead University
	Keewatin-Patricia DSB	Northwest Catholic DSB	Superior-Greenstone DSB	Northern College of Applied Arts and Technology	Northern Ontario School of Medicine
	Kenora Catholic DSB	Rainy River DSB	Thunder Bay Catholic DSB		
West	Avon Maitland DSB	Lambton Kent DSB		Fanshawe College of Applied Arts and Technology	University of Windsor
	Bluewater DSB	London District Catholic SB		Lambton College of Applied Arts and Technology	
	Bruce-Grey Catholic DSB	St. Clair Catholic DSB		St. Clair College of Applied Arts and Technology	
	CSD des écoles catholiques du Sud-Ouest	Thames Valley DSB			
	Greater Essex County DSB	Windsor-Essex Catholic DSB			
	Huron-Perth Catholic DSB				

### **5.3 Form of Agreement**

The Form of Agreement is attached in a separate Adobe (.pdf) file.