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## CHROME DEVICES AND SERVICES

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**REQUEST FOR PROPOSALS NUMBER: #2016-265**

**(Final with Amendment)**

**Request for Proposals Issued On:** November 10, 2016

**Proponent's Information Session:** 11:00am on November 21, 2016

**Bidding System Demonstration:** 11:00am on November 22, 2016

**Proponent's Deadline for Questions:** 4:00pm on November 23, 2016

**Proponent's Deadline for Questions Pertaining to Issued Documents:** 4:00pm on December 1, 2016

**Closing Date:** 2:00:00pm on December 14, 2016 local time in Toronto, Ontario, Canada

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.

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 non-binding Request for Proposals (“RFP”) is an invitation to obtain Proposals from prospective Proponents for the provision of Chrome Devices and Services (“Resources”) on an as-and-when-required basis to support OECM Clients (“Clients”).

The Resources are further described in Part 2 – The Deliverables (the “Deliverables”).

This RFP is issued by OECM.

OECM also issued a separate RFP for **End-User Computing Devices and Services #2016-261**, and the resulting agreement from the aforementioned RFP (#2016-261) may also include Chrome devices and related services.

### 1.2 Objective of the RFP

The objective of this RFP is to procure Resources and award Master Agreements (“Agreements”) to satisfy the needs of Clients by selecting Suppliers to:

- Provide new, high-quality device Resources;
- Support Clients in enhancing student learning through Chrome technology and Google Apps for Education;
- Support Clients in increasing student’s access to technology;
- Provide sustainable and predictable Rates; and
- Reduce the costs of competitive procurement processes associated with the Resources on an ongoing basis (i.e. fewer competitive procurement documents issued by Clients).

### 1.3 Type of Agreement for Deliverables

Through this RFP process, OECM intends to enter into Agreements with one (1) or more Suppliers for the provision of the Resources from different Original Equipment Manufacturers (“OEMs”). A Proponent may submit a Proposal proposing one (1) or multiple OEM’s.

The Preferred Proponent’s entire Resource offering for the proposed OEM will be made available to Clients under the Agreement.

The highest scoring Proponents resulting from the RFP evaluation Stage V – Tie Break will become the Selected Proponents who will be invited to enter into negotiations with OECM as set out in Section 3.7.

The Term of the Agreement is intended to be approximately two (2) years, with an option to extend the Term of the Agreement, on the same terms and conditions for up to two (2) additional years, determined at OECM’s sole and absolute discretion. Agreement management performance (i.e. Client uptake/retention, satisfaction, Key Performance Indicators (“KPIs”), quality, Resource provision, response time, reporting, marketing efforts and any commitments made in the Proponent’s Proposal) will be considered when contemplating an Agreement extension.

The Agreement must be fully executed before the provision of any Deliverables commences.

Clients participating in the Agreement will execute a Client Supplier Agreement (“CSA”) with the Supplier as attached in Appendix A – Form of Agreement. Prior to executing a CSA, the Client may negotiate their unique requirements and further negotiate with the Supplier and mutually agree to additional terms and conditions (e.g. reporting, invoice formatting, payment terms, delivery requirement) ensuring the additional terms and conditions are not in any way inconsistent with the Form of Agreement agreed to by OECM and the Supplier.

### 1.3.1 No Contract A and No Claims

This RFP process is non-binding, and it does **not** intend to create and shall **not** create a formal legally-binding procurement process and shall not give rise to the legal rights or duties applied to a formal legally-binding procurement process. This procurement process shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- This RFP shall not give rise to any contract A – based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and,
- Neither the Proponent nor OECM shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of an Agreement, failure to award an Agreement or failure to honour a response to this RFP.

### 1.3.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify Selected Proponents for the purposes of negotiations on the potential Agreements. The negotiation process is further described in RFP Section 3.7 Negotiations.

**No** legal relationship or obligation regarding the procurement of any Resource shall be created between the Proponent and OECM by this RFP process until the successful completion of negotiation and execution of a written Agreement for the acquisition of the Resources have occurred.

### 1.3.3 Non-Binding Rates Estimates

While the Proposal Rates will be non-binding prior to the execution of a written Agreement, such information will be assessed during the evaluation and ranking of the Proponents, as further described in Part 3 – Evaluation of Proposals. Any inaccurate, misleading or incomplete information, including withdrawn or altered Rates, could adversely impact any such evaluation, ranking or Agreement award.

### 1.3.4 No Guarantee of Volume of Work or Exclusivity of Agreement

The volume information contained in this 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. Volumes are an estimate only and may not be relied on by the Proponent.

OECM makes no guarantee of the value or volume of work to be assigned to the Supplier.

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.

## 1.4 Overview of OECM

OECM is a not-for-profit 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 partner agreements.

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.

## 1.5 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).

## 1.6 Client Participation in OECM Marketplace Agreements

OECM currently has four hundred and eight (408) Clients using one (1) or more OECM agreements:

- One-hundred and eighteen (118) School Boards, Colleges and Universities; and,
- Two-hundred and ninety (290) other public organizations.

Participation in OECM 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 OECM agreements.

Year over Year	Overall Spend Growth %
2011 over 2010	158%
2012 over 2011	60%
2013 over 2012	50%
2014 over 2013	41%
2015 over 2014	17%
September 2016 over September 2015	35%

The above information is as of October 2016. For more information about OECM, please visit <http://www.oecm.ca/>.

## 1.7 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, the evaluation of Proposals submitted in response to it and the limited negotiation and execution of the Agreement.

**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. Depending on the Client's internal policies, and potential dollar value of the Resource, a Client may select a Supplier, or seek Rates (e.g. by issuing a Quick Quote) from the Supplier for their specific Resource requirements. If selected by the Client, the Supplier shall provide the Resources in accordance with the specifications stated in the Agreement and in the Client's CSA.

When a Quick Quote is issued, which does **not** constitute a contract A, contract B situation, it will identify the required Resources or it may request the Supplier to propose appropriate Resources to fulfill the Client's requirements and any other applicable information. The Client may negotiate Resources with the Supplier to meet their unique requirements. The Supplier's response should set out the following at a minimum:

- Proposed Resources;
- Expected lead time; and,
- Final, net Rates.

Clients are **not** obligated to sign a CSA to obtain specific Resource pricing. However, a CSA must be signed before the provision of any Resources commences.

### 1.8 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 maintaining Client and market intelligence, including contact information;
- Providing a well-defined implementation plan with applicable Client involvement; and
- Identifying improvement opportunities (e.g. new technology).

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;
- Facilitating Quick Quote requests, as required;
- Providing effective business relationship management;
- Managing and monitoring Supplier performance;
- Facilitating issue resolution; and
- Marketing improvement opportunities.

### 1.9 OECM's Client Advisory Group

The following Clients advised OECM in the development of the requirements set out in this RFP.

Advisory Group Organizations	Website
Durham Catholic District School Board	<a href="http://www.dcdsb.ca/">http://www.dcdsb.ca/</a>
St. Clair Catholic District School Board	<a href="http://www.st-clair.net/">http://www.st-clair.net/</a>

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

### 1.10 Historical Activity

OECM currently has Chrome Device and Related Services agreements with two (2) supplier partners. The existing agreements will expire in December 2016. Forty-nine (49) Clients, to date, have made purchases through these agreements.



An average of approximately thirty-seven thousand (37,000) Chromebook devices was purchased annually through the OEMC agreements from 2014 to 2016 (actual, plus 2016 estimation).

Clients using the current OEMC agreements for Chrome devices are **not**, in any way, obligated to participate in any Agreement resulting from this RFP.

### 1.11 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 include a list of 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.

### 1.12 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 OEMC or the Proponent, such terms shall be construed and interpreted as synonymous and shall be construed to read “OEMC shall” or the “Proponent shall”, as the case may be;
  - The term “should” relates to a requirement that OEMC 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 attached as Appendix A to this RFP.

**“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;

**“Bidding System”** means the electronic tendering platform **Ontario Tenders Portal (“OTP”)** <https://ontariotenders.bravosolution.com> through which a Proponent's Proposal must be received by the Closing Date;

**“Best and Final Offer”** or **“BAFO”** means a process during the negotiation in which the Selected Proponent is invited to submit a best and final offer to improve on their original Proposal submission. BAFO cannot be requested by a Proponent;

**“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 such as a school board or authority, college, university, municipalities, agency, not-for-profit and Broader Public Sector entities;

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

**Closing Date** means the 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;

**“Commercial Response”** means the Rates the Proponent submits within the Bidding System as part of the commercial envelope;

**“Confidential Information”** means confidential information of OECM 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 OECM’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 OECM’s competitively sourced agreements. Once CSAs have been executed, this fee is collected and remitted by the Supplier to OECM on a quarterly basis;

**“OECM’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 Resources 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 OECM based on the template attached as Appendix A, 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 OECM and the Supplier;

**“Manufacturer’s List Price”** means the Manufacturer’s lowest published list price in Canadian dollar;

**“Original Equipment Manufacturer”** or **“OEM”** or **“Manufacturer”** means an organization that, as its primary business function, designs, assembles, owns the trademark/patent and markets computer equipment including the Resources to be supplied under the Agreement and that has signed the OEM Undertaking, if required, as set out in Appendix C. The OEM name shall appear on the actual Resource and the OEM must provide direct OEM warranties in Canada;

**“Personal Information”** or **“PI”** is defined in Appendix A the Form of Agreement;

**“Preferred Proponent”** means the Proponent that successfully reached an Agreement with OEMC at the end of the negotiation process in accordance with the evaluation and negotiation process set out in this RFP;

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

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

**“Quick Quote”** means a request for pricing for specific Resources issued by a Client or OEMC on behalf of a Client to the Supplier;

**“Rates”** means the minimum percentage discount off the Manufacturer’s List Price and the maximum net prices for the Deliverables as set out in the Proponent’s submitted in its Commercial Response Form;

**“Request for Proposals”** or **“RFP”** means this non-binding Request for Proposals #2016-265 issued by OEMC, including all appendices and addenda thereto;

**“Resource”** means all the devices and 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;

**“Selected Proponent”** means the Proponent that OEMC will identify as the highest scoring Proponents in accordance with the evaluation process set out in this RFP, with whom OEMC will enter into negotiations;

**“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 as mutually agreed upon by the Client;

**“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 Bidding System as part of the technical envelope;

**“Term”** has the meaning set out in Section 1.3 of this RFP; and

**“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 OEMC 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.

[End of Part 1]

## PART 2 - THE DELIVERABLES

### 2.1 Description of Resources

The Supplier shall provide new, quality and cost effective Resources which meet or exceed the requirements set out in this RFP, including but not limited to the following:

#### Part A: Chromebook Device Resources:

- Chromebooks
  - Basic models;
  - Standard models: a) touch screen, b) non-touch screen;
  - Advanced models;
  - Tablets in convertible or flip format;
  - Charging carts for device Resources:
    - Mini charging cart with 20 device capacity;
    - Regular charging cart with 30 device capacity;
- Chrome Operating System (“OS”) based device Resources other than the Chromebooks:
  - Chromebase;
  - Chromebox, Chromebox for Meetings;
  - Chrome OS tablets;
- Accessories (e.g. batteries, cables, storage carts, replacement parts); and
- Google Management Console, and related licensing.

#### Part B: Service Resources (as further described in Section 2.3):

- Asset Management;
- White glove service;
- Parts and repair; and
- Warranty.

New Resources are to contain only new parts, must not be refurbished, previously used, or remanufactured. The Supplier shall also ensure device Resources are built, tested and free from viruses prior to delivery to Clients.

The Supplier shall register Chromebook device Resources to the Google Apps for Education (“GAFE”) domains maintained by the Client. Associated Rate must be proposed in the Appendix F – Commercial Response.

During the Term of the Agreement, if mutually agreed upon by OECM and the Supplier, other Chrome Resources may be added to the Agreement to align with Client needs. The new device Resources must be from the same OEM. Agreements will be amended accordingly, if necessary.

### 2.2 Supplier Expertise and Capabilities

The Supplier shall possess the following expertise and capabilities:

- Demonstrated experience in the supply and delivery of Resources to organizations of similar size and scope in a consistent and reliable manner;
- The capacity to provide large volume of Resources to a geographically diverse Client base;
- Extensive knowledge in the proposed Resources in support of Client’s usage;
- Knowledgeable and professional personnel, providing excellent service and support to Clients;

- Possess and maintain applicable authorization (i.e., reseller authorization, OEM authorization, Google management console authorization); and
- Ability to facilitate OEM warranty issues and claims.

## **2.3 Service Resources**

The Supplier shall provide the following service Resources to the Client on an as-and-when-required basis:

- Asset management;
- White glove;
- Parts and repairs; and
- Warranty services.

Where applicable, service Resources such as but not limited to, repairs shall be warranted for a minimum of one (1) year from the date of service Resource completion.

### **2.3.1 Asset Management Service Resource**

The Supplier shall provide asset tagging service Resources to Clients. The asset tags used shall be durable and last for the lifecycle of the Resource. Asset tags may be requested in the form of paper labels or Radio-Frequency Identification (“RFID”) or other electronic-enabled identification tagging. Asset tags, affixed on the device Resource and package boxes, as applicable upon the Client’s request, shall contain the following at a minimum, or as mutually agreed upon between the Client and the Supplier:

- Client’s asset number, if available;
- Client’s name;
- Purchase order number, if applicable;
- Device Resource serial number;
- Technical support phone number;
- An Identification bar code, as requested; and
- Standard OEM warranty expiry date.

An asset report will be provided by the Supplier to the Client upon request and shall include all information of the Resource being tagged (e.g. model, OEM) and the data that’s being recorded (as noted above bullets).

### **2.3.2 White Glove Service Resource**

The Supplier shall provide white glove service Resources which include, at a minimum:

- Enrollment of device Resources to Google Management Console license;
- Enabling features available in the Google Management Console prior to device Resources delivery; and
- Pre-installation of Client’s profile and configuration such as:
  - User specific profiles to be pre-configured on the device Resources as mutually agreed upon with Client;
  - WIFI and WEP key security settings;
  - Certificates (e.g., WPA2 key, 802.1x certificate); and
  - Provision of file transfer tools (e.g., USB key, File Transfer Protocol (“FTP”) link) to the Google Chrome OS installed on the device Resources.

### **2.3.3 Parts and Repairs Service Resource**

For Resources that are out-of-warranty, the Supplier shall provide parts and repair service Resources. Labour Rates and Rates for replacement parts shall be proposed in Appendix F – Commercial Response Amended as of November 29, 2016.

## **2.3.4 Warranty Service Resources**

### **2.3.4.1 Standard OEM Warranty**

The Supplier shall provide and manage OEM return-to-depot warranty coverage for a minimum of one (1) year upon delivery, including the cost of parts, labour, and shipping to and from the Client's location on all device Resources and on applicable accessory Resources. At a minimum, the Supplier is responsible for initiating and/or acting as a liaison with the OEM on behalf of the Client on a warranty claim, upon request.

### **2.3.4.2 Optional Extended Warranty Coverage**

The Supplier shall, upon the Client's request, provide optional extended warranty of up to two (2) additional years (i.e. above the standard one-year OEM warranty) at the time of quotation and/or finalizing a purchase order or before the expiry of standard OEM warranty. The terms and conditions of the optional extended warranty should be equal to or better than the standard OEM warranty.

### **2.3.4.3 Optional Accidental Warranty Coverage**

The Supplier may provide to the Client optional accidental warranty coverage; and if provided, the accidental warranty coverage shall be in addition to the standard OEM warranty or the extended warranty coverage as the case may be, include a minimum coverage for all unintentional damage causes, including, but not be limited to liquid spills, fire, drops and or electrical surges. If available, the Supplier should provide details of accidental warranty coverage and related costs to Clients at anytime during the Term, and mutually agree with Client on the details.

## **2.4 Other Optional Service Resources**

The Supplier may provide other optional Services to enhance Client's experience such as:

- Green, recycling initiatives with the device Resources;
- Google and/or Chrome related training on education specific applications or programs;
- Surplus device units or replacement parts to minimize Client's downtime; and/or
- Student discount program.

## **2.5 Dead-on-Arrival Device Resources**

The Supplier shall provide an exchange for any dead-on-arrival ("DOA") device Resources that do not work at first start-up of a device Resource.

The Supplier shall deliver the replacement device Resource to the Client's location, within three (3) Business Days of notification by the Client at no extra charge to the Client. The Supplier shall be responsible for remedying the problem, ensuring it is configured to the original state of the Client, at no charge or obligation to the Client.

Where replacement Resources are provided, the Supplier shall modify its asset management record accordingly to amend previously recorded device Resources information.

## **2.6 Demo Device Resources**

The Supplier shall provide device Resources and allow Clients to demo and/or test them at the Client's location and environment for up to forty-five (45) days, at no charge to the Client (including no charge for delivery, installation, removal or return). Demo and/or testing may include imaging, technical/functional compliance testing, acceptance testing, ease of operation, and suitability for purpose. Demo units shall be free of virus, defect and be set with OEM default settings, unless otherwise specified by the Client.

## **2.7 Device Resource Recalls**

The Supplier will be responsible for managing OEM device Resources and or component recalls and informing the Clients and OECCM in a timely manner.

## **2.8 Discontinued Device Resource**

The Supplier shall not arbitrarily discontinue a device Resource, unless it is deemed to be at an end-of-life cycle by the OEM. When discontinuing a device Resource, the Supplier shall provide a written notice to OEM and the affected Client within ten (10) days of receiving an official notice from the OEM. The Supplier shall make every effort to communicate to the Client at least ninety (90) days prior to the actual OEM discontinuation of a Resource.

Common replacement parts for an end-of-life Resource shall be made available to the Client for a minimum of three (3) years following the receipt of the Supplier's written notice of the discontinuation to the Client.

Further, the Supplier shall ensure that in the event a proposed device Resource or a device part becomes unavailable and a replacement is proposed, the replacement device and/or part shall have at a minimum, equal or greater functional capabilities/specifications than those of the retiring device and/or part.

## **2.9 Order Management**

The Supplier shall support a variety of ordering methods, including but not limited to:

- Electronic Commerce;
- Electronic Data Interchange ("EDI");
- Electronic mail ("Email");
- Facsimile ("Fax");
- Telephone; and,
- Online ordering.

### **2.9.1 Electronic Commerce**

Clients currently use a variety of ERP, e-Procurement or financial systems (e.g. PeopleSoft). When Clients implement various methods for electronic ordering, such as integrated system and Electronic Data Interchange ("EDI"), the Supplier will provide reasonable technology and implementation support to Clients at no extra cost.

For example, some universities currently use SciQuest or are in different stages of implementing it; the Supplier will provide necessary support and meet the following requirements at a minimum to ensure smooth implementation:

- Have access to internet;
- Complete SciQuest supplier registration documentation;
- Provide hosted or level-two punch-out catalogue of Resources for ordering through SciQuest;
- Support cXML or email purchase orders;
- Submit invoices via SciQuest portal;
- Have an email address to receive SciQuest communications (e.g. complete registration, receive email notifications); and,
- Have available resources to manually submit invoices via the SciQuest provided portal.

### **2.9.2 Online Ordering**

The Supplier should provide a secure, user-friendly online ordering tool (e.g., website, portal) that will:

- Allow generic or individual user login ID and password;
- Feature search function to allow easy lookup by description, manufacturer and device code;
- Provide a customizable landing page for an individual Client;
- Contain Resources specifically for an individual Client (e.g. unapproved Resources shall be blocked from access as requested);

- Include Agreement warranty options and Rates;
- Contain real time inventory information;
- Provide Agreement Rates for Resources;
- Include Supplier entered orders on Client's behalf (e.g., against custom quotes);
- Provide acknowledgement, expected delivery date and tracking status (e.g. any back orders/constraints);
- Include Supplier entered orders, on Client's behalf (e.g. against custom quotes);
- Provide support and technical information, including links to updates;
- Provide access to training (e.g., videos), documentation, reference manuals; and
- Provide information related to website maintenance and other situations where orders will be impacted.

### **2.9.3 No Minimum Order**

There is no minimum order value or quantity requirement for OEMC Clients using the resulting Agreement.

### **2.9.4 Substitutions**

In the event that a device Resource is not available to fulfil the Client's order, the Supplier shall only substitute device Resources upon approval from Client's designated personnel with those of equal or better functionality.

### **2.9.5 Delivery**

Clients require various types of delivery from end user to central delivery locations, Clients may have more than one (1) delivery location within one (1) delivery address. Delivery charges of any kind will not be accepted or paid.

Resources shall 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, devices and quantities ordered and shipped, back orders, if any).

Deliveries must be made by the Supplier's own transportation fleet or a reputable transportation company that allows for tracking of the shipments.

### **2.9.6 Lead-Time**

The maximum lead-time for device Resource delivery is ten (10) Business Days from the date of order confirmation to Client's location.

### **2.9.7 Returns**

The Supplier shall accept all device Resources returned by the Client that were not used and were ordered incorrectly under the Agreement within thirty (30) days from delivery date, at no charge (e.g. restocking or shipping fee) to the Client.

### **2.10 Invoicing**

The Supplier shall submit an invoice per shipment (aligned with packing slip) to the Client after Resources have been delivered at Client's designated location.

Flexibility in invoicing processes is required. The Supplier shall, for Clients using SciQuest, support cXML and/or portal invoicing functionality.

The invoices, in either paper or electronic format, as detailed in the Client's CSA shall be itemized and contain, at a minimum, the following information:

- Client's name and delivery address;
- Invoice date and number;



- Name of the person who placed the order and/or the Client's purchase order number, as required;
- Order date;
- Detailed description, serial number (if applicable), quantity and Rate of Resources invoiced;
- Type of device Resource (e.g. Chromebook, Chromebase), if applicable;
- Client's cost centre number, general ledger number, as required; and,
- Extended total and Harmonized Sales Tax ("HST").

## **2.11 Payment Terms and Methods**

The Client's common payment terms are net thirty (30) days. Different payment terms, however, may be agreed to when executing CSAs (e.g. 2%/10 early payment discount for Clients).

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

The Supplier shall accept payment from Clients by cheque, P-Card, Visa Payables Automation (via gphost card) or Electronic Funds Transfer ("EFT") at no extra charge to the Client.

### **2.11.1 Electronic Fund Transfer**

The Supplier shall provide the Client with the necessary banking information to enable EFT for any related invoice payments. The necessary information includes, but is not limited to:

- A void cheque;
- Financial institution's name;
- Financial institution's transit number;
- Financial institution's account number; and,
- Email address for notification purposes.

### **2.12 Customer Support to Clients**

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

- A responsive account executive (or team of personnel lead by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing ordering, administrative, operational support and issue resolution;
- Responding to Client's inquiries (e.g. to day-to-day activities, purchasing portal queries, hardware refreshes/device changes) within one (1) Business Day;
- A designated single point-of-contact for:
  - Returns, or defective device Resources;
  - Invoice issues and or resolution; and,
  - Technical assistance;
- Easy access to the Supplier (e.g. by online, toll free telephone number, email, voicemail, chat and fax);
- Promote the use of technology to facilitate excellent customer experience;
- Knowledge transfer, and no-charge educational events (e.g. webinars);
- Attend meetings with Clients, as requested;
- Provide reports and or access to online reports, upon request; and
- Co-ordinated bulk purchases - OEMC and or Clients may co-ordinate bulk Resource purchases for several Clients at one (1) time during the Term of the Agreement. If this occurs, OEMC or the Client may negotiate a lower Rate with the Supplier for bulk purchases. Lead-time for bulk purchases may differ from that set out in Section 2.9.6, and may be mutually agreed upon between the parties.

### **2.12.1 Customer Satisfaction**

Understanding that each Client is different, the Supplier will perform customer satisfaction surveys with the Client's staff responsible for ordering and managing the acquisition of Resources. The survey should be focused on, but not limited to the following:

- Customer support;
- Issue resolution processing;
- Price competitiveness;
- Invoice discrepancies;
- Delivery lead times;
- Response time; and,
- Performance (i.e. is the Supplier meeting Service Level Agreements ("SLAs")).

The survey content, frequency and requirements will vary from one (1) Client to another. The Supplier shall work with the Client to develop and distribute surveys to collect Client feedback, as mutually agreed upon by the Supplier and Client. Results shall be shared with OEMC on a regular basis.

### **2.12.2 Client Reporting**

The Supplier shall be responsible for providing monthly reports to Clients. Flexibility in reporting processes is required (e.g. available through the Supplier's portal or pushed out to Clients if requested).

The purchase activity reports shall contain, at a minimum, the following information:

- Client's organization name;
- Delivery address;
- Invoice number;
- Invoice date;
- Client's purchase order number and date, if applicable;
- Resource description;
- OEM's part number;
- Supplier's part number;
- Order quantity;
- Unit price;
- Unit of measure; and
- Subtotal, HST and total.

The service activity reports shall contain, at a minimum, the following information:

- Client's organization name;
- Client's address where service occurred;
- Date of service (both start and complete dates);
- Model and serial number of device services;
- Name of service technician;
- Time taken for service;
- Description (e.g. repair, warranty);
- Cause of problem;
- Solution of problem;
- What measures were taken to ensure the same problem didn't re-occur;

- Test results related to the service, if any; and,
- Proof that the SLA is being met.

Clients may require other reporting, such as those set out below. The details of other Clients reporting requirements would be set out in the CSA.

- Inventory list (e.g., make, model, serial number, date of delivery, warranty expiry date);
- Advance/pre-delivery asset reporting;
- Asset management (i.e. tagging) reporting;
- Delivery reporting; and,
- Standard warranty registration confirmation.

### **2.13 Agreement Management Support to OEM**

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

- Assigning an OEM account executive responsible for overseeing all aspects of the Client relationship and issues, providing OEM support of the Master Agreement;
- 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:
  - The previous quarter's SLAs;
  - CSAs and upcoming opportunities will be identified to OEM (active and those pending) ;
  - Deliverables and potentially other related device and service Resources to support Client's business requirements;
  - Issue management and opportunities for improvement;
  - Device lifecycle management;
  - Review industry trends, new technology/innovation;
  - Establishing and monitoring service improvement plans;
  - Review of the service delivery processes;
  - Operational meetings;
  - Review the status of outstanding problems/complaints;
  - Review and monitor performance management compliance
  - Discussion of possible enhancements to SLAs; and,
  - Inventory management reviews/audits/upcoming issues.
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- Monitoring, managing and reporting pricing, savings and customer satisfaction; and,
- Timely submission of reports showing invoiced Resources, the applicable CRF, and other ad hoc reports as required.

#### **2.13.1 Performance Management**

#### **2.13.2 Supplier Performance Management Scorecard**

To ensure Agreement requirements are met, the Supplier's performance will be measured and tracked by OEM to ensure:

- Client satisfaction;
- Service delivery objectives achieved; and,
- Continuous improvement.

OECM shall use Supplier reporting submitted according to requirements set out below. Supplier Performance Management Scorecard as well other performance indicators to ensure that Clients receive quality Resources.

The Supplier's performance score will be considered when OECM contemplates Agreement activities, such as:

- The approval or rejection, in whole or in part, of Supplier Rate refresh requests;
- The approval or rejection of Supplier request to add other related Resources to the Agreement;
- Agreement extensions; and,
- The award of future OECM agreements.

During the quarterly business review, OECM will review the KPIs and SLAs with the Supplier. The KPIs may include, but are not limited to the following:

Service	Indicator	Service Level	Measurement
Cycle time from order to delivery – regular order	Delivery of order to Client location following receipt of order	10 Business Days	96% of the time measured monthly
Dead On Arrival (DOA) – Faulty Device Resources	Number of DOAs versus total delivery	Per month	Less than 1%
Standard OEM Warranty Repair	Repaired and functioning	5 Business Days	98% of the time
Client ratings of service – Client satisfaction	High level of satisfaction	Semi Annual Survey	98 % Satisfaction Level
Number of Client complaints – issues	Number of Client complaints	Semi Annual	Less than 2 % of total Client requests

Detailed KPIs and SLAs will be established and agreed upon at the negotiation stage between OECM and the Selected Proponent.

During the first one-hundred and eighty (180) days of the Agreement, the Supplier shall collect and report agreed upon KPIs to OECM for review of KPIs or SLAs Compliance. After this period, the Supplier shall collect and report the agreed upon KPIs on a quarterly basis to OECM and they will be used to measure the Supplier's performance throughout the Term of the Agreement.

The Proponent shall maintain accurate records to facilitate the required performance management reporting requirements.

Refer to Appendix G – Supplier Performance Management Scorecard for more details.

Client may, when executing a CSA, seek other KPIs and SLAs.

### 2.13.3 Reporting to OECM

The Supplier shall be responsible for providing monthly reports to OECM as further described below, including but not limited to:

- Sales reports, at the Client and aggregated Service level;
- KPI reports as specified in this RFP and resulting Agreement; and,
- CSA status.

Report details will be discussed and established at the Agreement finalization stage between OECM and the Preferred Proponent. Other reports may be added, throughout the Term of the Agreement, if mutually agreed upon between OECM and the Supplier.

#### 2.13.3.1 Sales Reports

The Supplier shall be responsible for providing monthly sales report to OECM. The reports shall be itemized and contain, at a minimum, the following information:

- Client's organization name;
- Client's sector (College, School Board, University or other BPS);
- Invoice number;
- Invoice date;
- Client's purchase order number, if applicable;
- Resource description;
- Supplier's part number;
- Unit of measure;
- Rates;
- Quantity sold;
- Total cost (subtotal excluding taxes);
- Cost Recovery Fee by Client (i.e. subtotal and HST);
- Environmental performance activities;
- The number of on time and late deliveries;
- Issues encountered;
- Proposed improvements to service provision; and,
- Cost reduction ideas.

The Supplier shall also be responsible for providing monthly service activity report to OECM. The service activity reports shall contain, at a minimum, the following information:

- Client's organization name;
- Client's address where service occurred;
- Date of service (both start and complete dates);
- Model and serial number of device services;
- Name of service technician;
- Time taken for service;
- Description (e.g. repair, warranty);
- Cause of problem;
- Solution of problem;
- What measures were taken to ensure the same problem didn't re-occur;
- Test results related to the service, if any; and,
- Proof that the SLA is being met.

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

#### **2.14 Environmental Considerations**

Clients and OECM promote environmentally responsible practices to minimize environmental impact as it relates to the Resources in this RFP.

The Supplier shall report quarterly on its environmental performance during the Term of the Agreement including, but is not limited to, the following:

- Environmental activities the Supplier participates in (e.g. fair trade practices, recycled content);
- Tracking and reporting the Supplier's environmental improvement over time by providing the following information on carbon footprint reduction, EPEAT certification and energy consumption, as applicable;
- The Supplier's communication strategies used with Clients that reinforce sustainability;

- Quality assurance program certificates the Supplier possesses (e.g. ISO 9001, ISO 14001, Occupational Health and Safety Management Systems Requirements);
- Environmental initiatives and associated implementation timelines, as applicable;
- Relevant social responsibility plan and/or initiatives with implementation timelines, as applicable; and,
- Any environmental considerations such as increased energy savings, greenhouse gasses and donation programs.

#### **2.15 Disaster Recovery and Business Continuity**

The Supplier shall possess and provide to OECM 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 Resource availability critical to Clients.

#### **2.16 Workplace Hazardous Materials Information System**

The Supplier shall ensure Workplace Hazardous Materials Information System (“WHMIS”) Material Safety Data Sheets (“MSDS”) are onsite as required. Additionally, the Supplier should provide the Client’s personnel WHMIS training, as it relates to the Resources and equipment, in accordance with the *Ontario Occupational Health and Safety Act*.

Additional copies of MSDS sheets should be provided by the Supplier to Clients, upon request.

#### **2.17 Electrical Requirements**

Any electrical equipment/products used on Client premises must be energy efficient and authorized or approved by the Client and 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 goods certified for use in Canada. Certification shall be to the standard that is appropriate for the intended use of the electrical equipment/products at Client’s facilities.

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

The Supplier shall obtain all licences right to use and approvals required in connection with the supply of the Resources. 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 Law 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 OECM shall be considered an approval by OECM for the Supplier to carry on such activity without the requisite licence, right to use or approval.

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

OECM and its Clients are committed to the highest possible standards for accessibility. The Supplier must be capable to recommend and deliver, as appropriate for the Deliverables, accessible and inclusive Resources 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).

#### **2.20 Documentation**

The Supplier shall maintain all necessary records related to the provision of the Resources for seven (7) years after the expiration of the Term of the Agreement.

Further information is detailed in Appendix A – Form of Agreement.

## 2.21 Pricing Methodology

Two (2) types of the Rates will be applicable for the Agreement resulting from this RFP:

- The Proposed Rates (i.e., the Manufacturer's List Price along with a minimum percentage discount) for device Resources; and
- Maximum net Rates for the following Resources:
  - Asset management service, per unit;
  - White glove service, per unit;
  - Optional extended warranty, up to two (2) additional years, per unit;
  - Optional accidental warranty, per unit;
  - Out of warranty repair at depot, per hour; and
  - Google Management Console, per unit.

Please refer to Appendix F – Commercial Response for more details. The proposed Rates shall be firm until March 31, 2018, with optional pricing refresh periods as stated in RFP Section 2.21.1.

Unless otherwise stated, all Rates shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, materials, fuel, fuel surcharge, office support, profit, permits, licences, labour, insurance and Workplace Safety Insurance Board costs.

All Rates shall be quoted exclusive of the HST, or other similar taxes, each of which, if applicable, should be stated separately.

### 2.21.1 Optional Pricing Refresh

OECM or the Supplier may request a pricing refresh of the Rates by providing a written notice ninety (90) days prior to March 31, 2018 and subsequently every twelfth (12) month. If a pricing refresh request is not requested, the Rates from the previous period shall remain in effect until the end of the initial Term, or applicable for the extended Term.

As part of any review OECM 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. Any pricing refresh request from a Supplier must be accompanied and supported by the OEM (if the Supplier is a reseller) by appropriate documentation (i.e. manufacturer's letter of increases, detailed calculations and individual Client impact analysis) to support any price adjustment. OECM may use a third party index (e.g. Consumer Price Index) in its Rates review. OECM will not consider any fixed costs or overhead adjustments in its review.

Volumes and Agreement management performance (i.e. key performance indicators, quality, Resource provision and response time, reporting) will be considered when contemplating a pricing refresh.

If a proposed Rate refresh was agreed upon between OECM and the Supplier, the new Rates would only be applicable to Resources ordered after the effective date of the new Rates. The effective date of the Rate change must allow Clients a minimum of thirty (30) day prior notice, as applicable. Therefore, the effective date of a Rate change will be determined accordingly and shall only be applicable to Resources provided after OECM and the Supplier execute an Agreement Rates amendment. If for any reason, the Supplier and OECM cannot agree on the new Rates, the Agreement may be terminated unless the Supplier agrees to withdraw its request for a Rate increase and continue the provision of the Services at lower agreed upon Rates. In the event of termination, if exercised by OECM, the Supplier will be provided one-hundred and twenty (120) days prior written notice. In such event, the current Rates shall apply until the date of termination.

Decreases to the net Rate or increases to the minimum percentage discount off Manufacturer's List Price shall be accepted at any time during the Term of the Agreement.

Agreements will be amended accordingly.

## **2.22 Saving Calculation**

OECM tracks, validates, and reports on savings on all its agreements. Once OECM receives the Clients' approval, the Supplier shall provide OECM with Clients' historical spend (e.g. baseline information) prior to the current agreement if applicable.

## **2.23 OECM Cost Recovery Fee**

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

The Supplier shall pay to OECM a CRF of one-point-nine-four percent (1.94%) on all Deliverables based on the total aggregate value before tax (i.e., HST) invoiced by the Supplier to the Clients for Deliverables acquired through the Term of the Agreement, on a quarterly basis based on calendar year. HST is applicable to the CRF payments made to OECM.

- The first CRF shall be paid to OECM by April 14, 2017, and include any Client purchases made between the Agreement execution date and March 31, 2017; and
- The CRF shall be paid quarterly thereafter.

The CRF will be reviewed (e.g. annually) and may, at OECM's sole discretion, be adjusted downwards.

OECM may, during the Term of the Agreement, implement other CRF methodologies. If this occurs, the maximum CRF noted above shall not increase.

[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	Maximum Points per OEM	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	Pass/Fail	Pass
Stage II	Technical Response	90	See Section 3.3 for details
Stage III	Commercial Response	210	Not Applicable
Stage IV	Cumulative Score	300	Not Applicable
Stage V	Tie Break	No Point Allocation	Not Applicable
Stage VI	Negotiations	No Point Allocation	Not Applicable

### 3.2 Stage I – Review of Qualification Responses (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 all qualification requirements have been addressed satisfactorily in its Proposal, in order for the Proposal to proceed to Stage II of the evaluation process.

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

A Proposal's Qualification Response must include the following forms:

- Form of Offer;
- Consortium Information Form;
- Reseller Authorization:
  - Appendix C - OEM Undertaking, if applicable, completed and uploaded into the Bidding System;
  - OEM-Authorization for Chrome Device Resources, where applicable, completed and uploaded into the Bidding System; and
  - Authorization for Google Management Console Resource;
- Appendix D – Minimum Resource Specification Requirements, completed and uploaded to the Bidding System;
- Appendix E – Compliance with Agreement, completed and uploaded to the Bidding System; and
- Appendix F – Commercial Response, completed and uploaded to the Bidding System.

Other than inserting the information requested on the Qualification Response forms as set out above, a Proponent may not make any changes to any of the forms. Any Proposal containing any such changes, whether on the face of the form or elsewhere in its Proposal, may be disqualified.

If a Proponent fails to insert any information and/or makes an error on the Form of Offer, Consortium Form, Appendix C, Appendix D and Appendix E and/or to attach any reseller authorization letter (i.e., OEM-Authorization and Authorization for Google Management Console Resource), OECM may provide such Proponent with an opportunity to rectify such deficiency within a period of two (2) Business Days from notification thereof. Proponents satisfying the identified deficiencies on these appendices (if applicable),

within such period will proceed to Stage II. Proponents failing to satisfy the identified deficiencies within such period will be disqualified and not evaluated further.

### **3.2.1 Form of Offer (Qualification Response Form)**

Each Proposal **must** include a Form of Offer completed directly on the Bidding System by the Proponent.

#### **(a) Conflict of Interest**

In addition to the other information and representations made by each Proponent in the Form of Offer, 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 completing the Form of Offer, the Proponent agrees, if selected, to carry appropriate insurance as outlined in Appendix A – Form of Agreement. 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 OECM.

#### **(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 Form of Offer.

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.

### **3.2.2 Consortium Information Form (If Applicable)**

Each Proposal must complete a Consortium Information Form, if applicable to the Proponent, directly in the Bidding System.

### **3.2.3 Reseller Authorization:**

The following must be completed, signed and uploaded into the Bidding System along with the Proponent's Proposal:

- **Appendix C – OEM Undertaking (If Applicable)**

OEM Undertaking, attached as Appendix C, must be completed, signed and uploaded into the Bidding System along with the Proponent's Proposal if the Proponent is not the OEM of the proposed device Resources.

- **OEM-Authorization for Chrome Device Resources (if Applicable)**

An OEM-Authorization, as further described in Section 4.3.2.2 must be completed, signed and uploaded into the Bidding System along with the Proponent's Proposal if the Proponent is not the OEM of the proposed device Resources.

- **Authorization for Google Management Console Resource**

An authorization for Google Management Console Resource, as further described in Section 4.3.2.3 must be completed, signed and uploaded into the Bidding System along with the Proponent's Proposal if the Proponent is not the OEM of the proposed device Resources.

### 3.2.4 Appendix D – Minimum Resource Specification Requirements

A Proponent must complete and upload into the Bidding System an Appendix D – Minimum Resource Specification Requirements along with the Proponent's Proposal, for each proposed device Resource, per OEM.

### 3.2.5 Appendix E – Compliance with Agreement

The Compliance with Agreement form attached as Appendix E must be completed, and uploaded into the Bidding System along with the Proponent's Proposal.

### 3.2.6 Appendix F – Commercial Response

The Commercial Response must be completed and uploaded into Bidding System by the Proponent in accordance with the instructions contained below and in Appendix F, provided that the following shall apply:

- The Proponent shall propose minimum discount percentage off the Manufacturer's List Price and maximum net Rates for Resources, as requested;
- The Proponent shall also propose Manufacturer's List Price for all Resources available for each OEM;
- Unless otherwise stated, all Rates shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, materials, fuel, fuel surcharge, office support, profit, permits, licences, labour, insurance, and Workplace Safety Insurance Board costs;
- All Rates shall be quoted exclusive of the HST, or other similar taxes, each of which, if applicable, should be stated separately; 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.

### 3.3 Stage II – Technical Response

Stage II will consist of an evaluation and scoring of each Eligible Proposal, per OEM, on the basis of the Proponent's responses to the Technical Response questions. Any Proposal that does not meet the required minimum thresholds for the applicable Technical Response question or component will not be evaluated further.

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, OEM 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 question.

Proposals that do not respond to a particular Technical Response question, or it is left blank or it contains a response of N/A or not applicable will receive a zero (0) score for that question. Where the evaluation team cannot reasonably find the response to a Technical Response question, a zero (0) score will be assessed for that particular question.

Responses for each Technical Response question should:

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

The following is an overview of the point allocation and minimum score requirements for the applicable Technical Response questions for this RFP:

Technical Response Components per OEM	Available Points	Minimum Threshold Requirement (if any)
1.0 Proponent's Overview, Capabilities and Experience	20.0	10.0
2.0 Resource Offering	15.5	Not Applicable
3.0 Warranty and Technical Support	21.0	Not Applicable
4.0 Non Warranty Service Resources	13.0	Not Applicable
5.0 Customer Support and Account Management	20.5	Not Applicable
<b>TOTAL POINTS FOR TECHNICAL RESPONSE:</b>	<b>90.0 points</b>	<b>45.0 points</b>

The resulting points achieved by a Proponent's Technical Responses, per OEM, will be used in the cumulative score calculation.

Detailed sub-point allocations are set out in Technical Response envelope on the Bidding System.

### 3.4 Stage III – Commercial Response

At the completion of Stage II of the evaluation, the Commercial Responses will be opened for all Eligible Proposals.

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

The following table provides an overview of the point allocation for the evaluated Commercial Response components:

Commercial Response Components per OEM	Available Points
1.0 Part A - Chrome Device Resources	175
2.0 Part B - Service Resources	35
<b>TOTAL POINTS FOR PRICING:</b>	<b>210 points</b>

Refer to Appendix F – Commercial Response for sub-point allocations.

#### 3.4.1 Commercial Response Evaluation Methodology

Maximum net Rates for proposed Resources on the Commercial Response will be evaluated per OEM. For example, if a Proponent proposes three (3) OEM's, the Rates for each OEM will be evaluated against Rates for the same component for all other proposed OEMs.

For the purposes of the RFP evaluation, the minimum specification requirements for the most commonly purchased devices Resources as set out in Appendix D – Minimum Resource Specification Requirements. The proposed Resources must meet or exceed the minimum technical specifications. In the event a proposed Resource does not meet the stated minimum specification requirements, the proposed Resource will be deemed to be a non-compliant Resource, OEM will assign a zero (0) score for the non-compliant Resource in Stage III – Commercial Response of the evaluation process.

The maximum net Rate for device Resources per OEM will be calculated by applying the minimum discount percentage off the Manufacturer's List Price.

All maximum net Rates will be evaluated based on the relationship of the Proponent's proposed maximum net Rate in comparison to other proposed maximum net Rates in the Commercial Response using a relative formula (i.e. by dividing that Proponent's maximum net Rate into the lowest maximum net Rate bid).

Below is an example of how points will be calculated for proposed maximum net Rates:

<b>EXAMPLE OF PRICING EVALUATION OF CHROMEBOOK DEVICE RESOURCE – STANDARD MODEL, TOUCH SCREEN FROM OEM #1</b>		
<b>Proposed Maximum Net Rates</b>	<b>Calculation</b>	<b>Resulting Points</b>
If Proponent 1 proposes the lowest Rate of \$100 for this model, it would receive 100% of the points allocated.	$\$100 \div \$100 \times 50$ points	50.0
If Proponent 2 proposes the second lowest Rate of \$200, it would receive 50% of the points allocated.	$\$100 \div \$200 \times 50$ points	25.0
If Proponent 3 proposes the third lowest Rate of \$400, it would receive 25% of the points allocated.	$\$100 \div \$400 \times 50$ points	12.5

The resulting points achieved by a Proponent’s proposed Rates for all Resources, per OEM, will be used in the cumulative score calculation.

In Part A - Chrome device Resources of Appendix F – Commercial Response, where a \$0.00 is entered in any cell, or a cell is left blank or N/A or not applicable is entered in any pricing (used below) cell, it is deemed to mean that the particular Resource **is not available**. Therefore, when evaluating and scoring the Rates, a Proposal specifying \$0.00, N/A or not applicable or left blank in the Commercial Response, Part A – Chrome Device Resources will receive a zero (0) point allocation for that particular Rates component.

In Part B – Service Resources of Appendix F – Commercial Response, where a \$0.00 is entered for any cell it is deemed to mean that the particular Resource will be provided to Clients at **no cost**. Therefore, when evaluating and scoring the Rates, a Proposal specifying \$0.00 in a pricing cell in Commercial Response, Part B – Service Resources shall receive the maximum point allocation for that particular Resource pricing component. The remaining Proponents will be evaluated, also using a relative formula, based on the remaining percentage of available points. For example, in a hypothetical situation where five (5) Proposals were received and one (1) Proponent proposed \$0.00 Rate for a particular Service Resource, that Proponent will receive the maximum point allocation, and the remaining four (4) Proponents will be evaluated based on eighty percent (80%) of the available sub-point allocation.

In Part B – Service Resources of Appendix F – Commercial Response, where a cell is left blank or N/A or not applicable is entered in any cell, it is deemed to mean that the particular Service Resource **is not available**. Therefore, when evaluating and scoring the Rates, a Proposal specifying N/A or not applicable or left blank in the Commercial Response, Part B – Service Resources will receive a zero (0) point allocation for that particular pricing component.

**3.5 Stage IV – Cumulative Score**

At this stage, the scores from Stages II and III will be totaled for each Proposal, per OEM, and subject to the express and implied rights of OEMC; the Proponents, offering different OEM Resources, with the highest scoring Proposals will become the Selected Proponents and be invited to negotiations, as further described in Section 3.7.

As stated in RFP Section 1.3 Type of Agreement for Deliverables, OEMC intends to enter into Agreements with one (1) or more Suppliers, for the provision of the Deliverables from different OEMs.

Reference checks will be performed to confirm or clarify information provided within the Proposal. The reference checks themselves will not be scored, however, OEMC may adjust Technical Response scores related to the information obtained during the reference check.

**3.6 Stage V - Tie Break Process**

At this stage, where two (2) or more of the highest scoring Proposals per OEM achieve a tie score on completion of the Stage IV, OEMC may break the tie by selecting the Proposal with the highest score in Stage III – Commercial Response.

### **3.7 Stage VI - Negotiations**

At the conclusion of the Stage V, OECM will invite the Selected Proponents to enter into negotiations.

Negotiations will be based on the RFP requirements, and the Selected Proponent's Proposal, including Rates understanding OECM is seeking the best overall solution and value for money for Clients.

The negotiations may include:

- Resources (e.g. performance, SLAs, reporting);
- Agreement terms and conditions;
- Additional references, if required;
- Rates, alternative pricing methodologies; and,
- Optional Best and Final Offer.

Negotiations may include requests by OECM for supplementary information from the Selected Proponent to verify, clarify or supplement the information provided in its Proposal or confirm the conclusions reached in the evaluation and may include requests by OECM for improved pricing.

OECM intends to complete negotiations within fifteen (15) calendar days after notification. If, for any reason, OECM and the Selected Proponent fail to reach an agreement within the aforementioned timeframe, OECM will at its sole and absolute discretion request the Selected Proponent to submit its Best and Final Offer or to terminate discussions and negotiations with that particular Selected Proponent.

Once the Selected Proponent and OECM reach an agreement, the Selected Proponent will become the Preferred Proponent and will be invited to execute the Agreement.

Proponents are cautioned not to assume that the lowest priced Proposal and/or entering into negotiation with OECM will result in an Agreement award, and there will be no legally binding relationship created with any Proponent prior to the execution of a written Agreement.

### **3.8 Agreement Finalization**

Once the Agreement has been executed, Clients may execute a CSA with the Supplier.

OECM shall at all times be entitled to exercise its rights under Section 4.9.

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

OECM and the Supplier will promote the use of the Agreement with Clients. 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/Time
OECCM's Issue Date of RFP:	November 10, 2016
Proponent's Information Session:	11:00am on November 21, 2016
Bidding System Demonstration:	11:00am on November 22, 2016
Proponent's Deadline for Questions:	4:00pm on November 23, 2016
OECCM's Deadline for Issuing Answers:	November 29, 2016
Proponent's Deadline for Questions Pertaining to Issued Documents only:	4:00pm on December 1, 2016
OECCM's Deadline for Issuing Final Addenda:	December 2, 2016
Closing Date:	2:00:00pm on December 14, 2016
Agreement Start Date:	On or about January 2017

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

OECCM 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 is not required to, participate in the Proponent Information Session, which will take place at the time set out in Section 4.1.1.

Access to the teleconference, webinar and any other applicable information will be sent to all companies who have downloaded the RFP through **Messages** on the Bidding System (i.e., 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 date will be issued in an addendum on the Bidding System.

Information provided during this session will be posted on the Bidding System.

In the event of a conflict or inconsistency between the Proponent Information Session and the RFP, the RFP shall prevail.

#### **4.1.3 Bidding System Demonstration Session**

A Proponent may, and is strongly encouraged to, participate in the Bidding System Demonstration Session, which will take place in the format of webinar at the time set out in Section 4.1.1. The Bidding System Demonstration Session will provide an opportunity for Proponents to learn how to use the Bidding System to submit its Proposal.

Access to the teleconference, webinar and any other applicable information will be sent to all companies who have downloaded the RFP through **Messages** on the Bidding System.

A Proponent who is not available to attend the Bidding System Demonstration Session can contact the OTP technical support for training directly for further assistance.

Any changes to the Bidding System Demonstration Session date will be issued in an addendum on the Bidding System.

#### **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 will 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; and,
- Any discussion and/or finalization, if any, in respect of the Form of Agreement.

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

#### **4.2.1 Communication with Buyer Organization**

All communications regarding any aspect of this RFP must be sent through Bidding System to OECM.

A Proponent that fails to comply with the requirement to direct all communications through the Bidding System to OECM 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;
- Any member of OECM's governing body (such as Board of Directors, or advisors);



- Any employee, consultant or agent of OECEM's Clients, including focus group members; and,
- Any elected official of any level of government, including any advisor to any elected official.

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

The Proponent 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 OECEM.

All questions submitted by Proponents shall be deemed to be received through the Bidding System, once the email has entered into the OECEM's messaging inbox.

In answering a Proponent's questions, OECEM will set out the question, without identifying the Proponent that submitted the question and OECEM 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, OECEM allows Proponents to ask questions about issued answers. Refer to Section 4.1.1 for timelines.

OECEM 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 Bidding System to the Buyer Organization, on any matter it considers to be unclear. OECEM 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 the Buyer Organization through the Bidding System 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; or,
- Claim that OECEM 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 OECEM, 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 on the Bidding System. 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 OECEM.

Such addenda may contain important information including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by OECEM. 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 the Bidding System, since it must obtain through all of the information documents that are issued on the Bidding System.

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 Bidding System at <https://ontariotenders.bravosolution.com/esop/nac-host/public/web/login.html>.

The Proponent should contact the Bidding System customer support if it experiences technical difficulties and seek support about the use of it via:

- Email at [eTenderhelp\\_CA@bravosolution.com](mailto:eTenderhelp_CA@bravosolution.com); or,
- By phone 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 and on the Bidding System.

**The Proponent is strongly encouraged to become familiar with the use of Bidding System well in advance of the Closing Date.**

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

Proposals submitted by 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.

Proposals submitted by mail shall **not** be considered.

#### 4.3.2 Proposal Submission Requirements

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

- Qualification Response requirements **must** be completed and uploaded on the Bidding System, including:
  - Reseller Authorization:
    - Appendix C – OEM Undertaking (if applicable), and other reseller authorization documentation as set out in below; and
    - OEM-Authorization Letter for Chrome Devices (if applicable), as set out in 4.3.2.2; and
    - Authorization letter for Google Management Console, as set out in 4.3.2.3.
  - Appendix D – Minimum Resource Specification Requirements;
  - Appendix E – Compliance with Agreement; and
  - Appendix F – Commercial Response.
- Other Qualification Response components (e.g., Form of Offer, Consortium Information, and References) shall be entered directly on the Bidding System; and

- Please do not include any financial information in the Technical Response.

#### 4.3.2.1 Reseller Authorization

The following must be submitted as part of a Proposal to confirm a Proponent's status as an authorized reseller of proposed OEM device Resources (as applicable) and Google Management Console Resource:

- a) **Proponent who is a reseller** must provide:
- Completed Appendix C – OEM Undertaking;
  - OEM-Authorization Letter for Chrome Devices, as set out in 4.3.2.2; and
  - Authorization letter for Google Management Console, as set out in 4.3.2.3.
- b) **Proponent who is an OEM** proposing its own manufactured and branded device Resources (only) must provide:
- Authorization for Google Management Console, as set out in 4.3.2.3.

#### 4.3.2.2 OEM-Authorization for Chrome Device Resources (if applicable)

A Proponent who is a reseller must submit within its Proposal a letter issued by the OEM for which the Proponent is proposing Chrome device Resources. This requirement is not applicable to an OEM Proponent that is submitting a Proposal directly. The OEM-issued authorization letter should include the following:

- The named Proponent is confirmed to be an authorized reseller of the proposed OEM Resources;
- 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 Closing Date; and
- Letter to be signed by an authorized representative from the OEM and issued on the OEM's letter head.

#### 4.3.2.3 Authorization for Google Management Console Resource

A Proponent must submit within its Proposal a letter issued either by Google or the Proponent's distributor for Google Management Console, containing the following:

- The named Proponent is confirmed to be an authorized Google Management Console reseller;
- 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 Closing Date; and
- Letter to be signed by an authorized representative from Google or Google's authorized distributor and issued on the respective letter head.

#### 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;
- Completely address, on a point-by-point basis, each question in Technical Response. A Technical Response left blank and/or unanswered will receive a score of zero (0). Refer to Section 3.3; 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 4.3.11 Clarification of Proposals.

#### 4.3.4 Proposal Receipt by OEM

Each Proposal submitted will be date/time stamped by the Bidding System.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is received **on** or **before** the Closing Date.

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

A Proponent may withdraw its Proposal only by deleting its submission on the Bidding System **before** the Closing Date. A Proposal may **not** be withdrawn **after** the Closing Date.

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

A Proponent may amend its Proposal after submission through the Bidding System, 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 Resources 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 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.

#### **4.3.10 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.

#### **4.3.11 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.

#### **4.3.12 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 Technical Response; 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 OECM shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. OECM and the Proponent shall each bear its own costs in a connection with access to the Proponent's and/or OECM's premises.

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

#### **4.3.13 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.

#### **4.3.14 RFP Incorporated into Proposal**

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

#### **4.3.15 Exclusivity of Contract**

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

#### **4.3.16 Substantial Compliance**

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

#### **4.3.17 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 OECM.

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, OECM shall be entitled to take all reasonable steps as may be deemed necessary by OECM, 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 Negotiations, Agreement, Notification and Debriefing**

#### **4.4.1 Terms and Conditions**

OECM reserves the right to accept or reject any Proposals in whole or in part to waive irregularities and omissions, if in so doing, serves the best interests of OECM and its Clients. The Proponent will receive an email notification from OECM.

The Preferred Proponent shall execute the Agreement in the form attached to this RFP and satisfy any other applicable conditions of this RFP within five (5) days following the completion of negotiation as set out in Section 3.7. This provision is solely to the benefit of OECM and may be waived by OECM at its sole discretion.

Proponents are reminded that the following processes are available as it pertains to the terms and conditions as set out in the Form of Agreement: a) a question and answer period to ask questions or seek clarification and b) the completion and submission of Appendix E – Compliance with Agreement, which will form the basis of the limited negotiation process as set out in RFP Section 3.7. OECM will consider a Proponent's request for clarification in accordance with Section 4.2.2 of the RFP.

#### **4.4.2 Failure to Enter Into Agreement**

Proponents should note that if the Selected Proponent and OECM cannot conclude the negotiation process and execute the Agreement within the allotted time, OECM will be at liberty to terminate discussions and negotiations with the Selected Proponent.

In accordance with the process rules in this Part 4 – Terms and Conditions of this RFP, there will be no legally binding relationship created with any Proponent prior to the execution of an Agreement.

#### **4.4.3 Agreement**

If an Agreement is subsequently negotiated and awarded to a Preferred Proponent as a result of this RFP process:

- Any such Agreement will commence upon signature by the duly authorized representatives of OECM and the Preferred Proponent; and,
- May include, but not be limited to, the general Agreement terms and conditions contained Appendix A.

#### **4.4.4 Notification to Other Proponents**

Once the Agreement is executed between OECM and the Preferred Proponent, the other Proponents will be notified directly in writing and by public posting in the same manner that the RFP was originally posted, of the outcome of the procurement process and the award of the Agreement.

#### **4.4.5 Debriefing**

Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to OECM and must be made within sixty (60) days of notification of award. 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.

#### **4.4.6 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 OECM 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 should 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 OECEM.

During any part of this RFP process, OECEM 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 OECEM 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 Resources unless specifically requested. OECEM shall maintain the information for a period of seven (7) years from the time of collection. Should OECEM request such information, OECEM 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 OECEM shall only be used to select the qualified individuals to undertake the Resources 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 OECEM. OECEM will consider that the appropriate consents have been obtained for the disclosure to and use by OECEM of the requested information for the purposes described.

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

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

#### **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 OECEM and its Clients. The confidentiality of such information will be maintained by OECEM, 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 agreement 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 will not use any intellectual property of OECM or Clients, including but not limited to, logos, registered trademarks, or trade names at any time without the prior written approval of OECM and the respective Client.

#### **4.6 Disqualification for Misrepresentation**

OECM may disqualify the Proponent or rescind an Agreement subsequently entered if the Proponent's Proposal contains misrepresentations or any other inaccurate, misleading or incomplete information.

#### **4.7 References and Past Performance**

The evaluation may include information provided by the Proponent's references and may also consider the Proponent's past performance with OECM and/or its Clients.

#### **4.8 Cancellation**

OECM may cancel or amend the RFP process without liability at any time.

#### **4.9 Reserved Rights and Governing Law of OECM**

##### **4.9.1 General**

In addition to any other express rights or any other rights, which may be, implied in the circumstances, OECM 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 OECM'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 OECM'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 OECM 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 an agreement with OECM, or has otherwise failed to perform such agreement to the reasonable satisfaction of OECM (i.e. has not submitted required reporting and or cost recovery fees to OECM), the Proponent has been charged or convicted of an offence in respect of an agreement with OECM, 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 OECM;
- (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 OECM;
- (m) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
  - o OECM determines it would be in the best interest of OECM not to award an Agreement,
  - o the Proposal prices exceed the bid prices received by OECM for Resources acquired of a similar nature and previously done work,
  - o 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,
  - o the Proposal prices exceed the funds available for the Resources, or,
  - o the funding for the acquisition of the proposed Resources 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;
- (p) Disqualify a Proponent whose Proposal does not include Rates on the submitted Appendix F– Commercial Response Form; or,
- (q) 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.

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

In the event that the Preferred Proponent fails or refuses to execute the Agreement within five (5) 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,
- 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 Resources.

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

#### **4.9.3 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.

#### **4.9.4 Assignment**

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

#### **4.9.5 Entire RFP**

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

#### **4.9.6 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 this RFP process.

#### **4.9.7 Governing Law**

The terms and conditions in this Part 4:

- Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and,
- Are to be governed by and construed in accordance with the laws of the province or territory within which the Client is located and the federal laws of Canada applicable therein.

[End of Part 4]

## **APPENDIX A – FORM OF AGREEMENT**

Appendix A is published as a separate PDF file on the Bidding System.

**APPENDIX B – OECM SCHOOL BOARD, UNIVERSITY AND COLLEGE CLIENTS IN ONTARIO**

Zones	School Board Clients			College Clients	University Clients
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				

Please note: DSB means District School Board; and CDSB means Catholic District School Board.

**APPENDIX C – OEM UNDERTAKING**

**Instruction:**

This Appendix must be completed, signed, dated and uploaded into the Bidding System with a Proponent’s Proposal, if the Proponent is a reseller. Therefore, if the Proponent is the OEM of the proposed Resources, the Proponent is **not** required to complete and submit this undertaking. The Proponent should submit one (1) OEM undertaking form for each OEM it represents. Appendix C is published as a separate Microsoft Word file on the Bidding System.

**Name of Proponent:** *[Insert name of Proponent] (“Proponent”)*  
**To:** OECEM and *[Insert Proponent’s name]*  
**From:** *[Insert OEM name, representative’s contact name, title, phone number, email address]*  
**Re:** Proponent’s Proposal in response to OECEM’s Request for Proposals #2016-265 for Chrome Devices and Services

Insert Proposed Device Resources	OEM Letter Applicable (Indicate Yes or No)

The OEM:

1. Agrees and confirms that:
  - a. the OEM is the OEM of the device Resources being proposed by the Proponent as identified above;
  - b. the Proponent is authorized by the OEM to:
    - i. resell the OEM’s device Resources identified above and any other of the OEM’s device Resources as specified in the Proposal; and
    - ii. execute and/or facilitate the warranties in respect of the any device Resources described in subsection 1(b)(i) above;
2. Undertakes in consideration of its Resources being offered by the Proponent as part of the Proponent’s Proposal under the RFP, that, if the Proponent enters into an Agreement with OECEM under the RFP, the OEM shall honour the terms, conditions and obligations under any warranty acquired by a Client (as defined in the RFP) in respect of the OEM’s Resources as if the warranty was acquired directly from the OEM, despite payment for such warranty being paid to the Proponent.
3. As of the date set out on this OEM Undertaking, confirms that the Proponent is an authorized dealer with respect to the OEM’s device Resources included in the Proponent’s Proposal. If the Proponent, prior to the expiry of Proposals, or the Supplier, during the Term, loses authorized dealer status with respect to the OEM’s device Resources, the OEM shall immediately provide written notice to OECEM indicating the effective date of loss of authorized dealer status. If such date is on or after the Effective Date of the Agreement, the OEM shall comply with all provisions of the Agreement applicable to the Supplier in addition to the terms applicable to the OEM, for the period specified in the Agreement.
4. Agrees that, if the OEM terminates its reseller arrangement with the Supplier for any reason, the OEM shall either assume the Agreement or into a new Agreement with OECEM (including new Client-Supplier Agreements with Clients) for the balance of the Term, on the same terms and conditions, or shall appoint another authorized dealer with respect to the OEM’s device Resources, acceptable to OECEM, acting reasonably, to assume the Agreement (including new Client-Supplier Agreements with Clients) or enter into such a new Agreement.

Name of OEM Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

***I have authority to bind the OEM organization.***

Date: \_\_\_\_\_

## **APPENDIX D – MIMINUM RESOURCE SPECIFICATION REQUIREMENTS**

Appendix D is published as a separate Microsoft Excel file on the Bidding System. The Proponent must complete and upload this Appendix into the Bidding System with its Proposal.

## APPENDIX E – COMPLIANCE WITH AGREEMENT

**To:** OECM

**From:** [Insert Proponent's Name]

The Proponent must complete and upload this Appendix into the Bidding System along with its Proposal. This Appendix is also published separately in a Microsoft Word file.

For each article/section of the Agreement listed, the Proponent should set out whether or not the Proponent has read and understood that article/section and whether or not the Proponent is prepared to agree to that article/section as written by entering **Yes** or **No** in the appropriate column of the following table.

If the Proponent is not prepared to agree to any article/section as written in Appendix A – Form of Agreement, the Proponent is required to describe its concern with that article/section and indicate the types of changes that Proponent would seek to that article/section.

By asking the Proponent to set out its concerns with any proposed changes to the Agreement, OECM is **not** agreeing to make any such change. The information provided is being used by OECM to assess the Proponent's willingness to accept the provisions of the Agreement and identify the terms and conditions applicable to limited negotiations.

OECM, however, reserves the right **not** to negotiate any of the issues or limitation specified by the Proponent in its Appendix I compliance table.

OECM's intention is **not** to take part in protracted negotiations on the Agreement.

Please refer to the RFP Section 1.13 (Definitions - for a definition of Agreement), Section 1.3 (Type of Agreement for Deliverables), and Section 3.8 (Agreement Finalization).

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
<b>MASTER AGREEMENT</b>					
<b>Article 1 – Interpretation and General Provisions</b>					
1.01	Defined Terms				
1.02	Entire Agreement				
1.03	Severability				
1.04	Interpretive Value of Contract Documents				
1.05	Force Majeure				
1.06	Notices by Prescribed Means				
1.07	Governing Law				
1.08	Third Party Benefits				
1.09	Counterparts				
1.10	Headings				
1.11	Extended Meanings				
1.12	Condonation Not a Waiver				
1.13	Changes by Written Amendment Only				
1.14	Rights and Remedies and Supplier Obligations Not Limited to Contract				

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
<b>Article 2 – Legal Relationship Between OEM/Client, Supplier and Third-Parties</b>					
2.01	Supplier's Power to Contract and Perform the Contract				
2.02	Representatives May Bind Parties				
2.03	Parties Not a Partner, Agent or Employee				
2.04	Responsibility of Supplier				
2.05	Liability of OEM				
2.06	Assignment				
2.07	Conflict of Interest				
2.08	Client-Supplier Agreement				
2.09	Contract Binding				
<b>Article 3 – Performance by Supplier</b>					
3.01	Supplier Performance and Client-Supplier Agreement				
3.02	Performance Warranty				
3.03	Use and Access Restrictions				
3.04	Notification by Supplier				
3.05	Work Volumes				
3.06	Reporting				
3.07	Compliance with <i>Accessibility for Ontarians with disabilities Act</i>				
<b>Article 4 – Payment for Performance and Audit</b>					
4.01	Payment According to Contract Rates				
4.02	Invoicing				
4.03	Payment by Client				
4.04	Default Billing and Payment Process				
4.05	Hold Back or Set Off				
4.06	Expenses or Additional Charges				
4.07	Payment of Taxes and Duties				
4.08	OEM Cost Recovery Fee				
4.09	Interest on Late Payment				
4.10	Document Retention and Audit				



<b>Article 5 – Confidentiality and FIPPA/MFIPPA</b>					
5.01	Confidentiality and Promotion Restrictions				
5.02	Confidential Information				
5.03	Restrictions on Copying				
5.04	Injunctive and Other Relief				
5.05	Notice and Protective Order				
5.06	FIPPA and MFIPPA Records				
5.07	PIPEDA				
5.08	Survival				
<b>Article 6 – Intellectual Property and Use of OEMC or Client Insignia</b>					
6.01	Intellectual Property				
6.02	Use of OEMC or Client or Supplier Insignia or Logo				
6.03	Supplier Representation and Warranty Regarding Third-Party Intellectual Property				
6.04	Survival				
<b>Article 7 – Indemnity and Insurance</b>					
7.01	Supplier Indemnity				
7.02	Injunction Against Continued Use of Resources				
7.03	Supplier's Insurance				
7.04	Proof of Insurance				
7.05	Proof of Workplace Safety and Insurance Act Coverage				
7.06	Supplier Participation in Proceeding				
7.07	Disaster Recovery				
<b>Article 8 – Termination, Expiry and Extension</b>					
8.01	Immediate Termination of Contract				
8.02	Dispute Resolution by Rectification Notice				
8.03	Supplier's Obligations on Termination				
8.04	Effect of Termination on Client-Supplier Agreements				
8.05	Supplier's Payment Upon Termination				
8.06	Scope of Termination Rights				
8.07	Expiry, Client-Supplier Agreement Survival and Extension of Contract				
8.08	Alternative Dispute Resolution				

<b>Schedule 1 (Resources, Supplementary Provisions, and Rates)</b>				
Appendix A – Resources and Supplementary Provisions	N/A	N/A	N/A	N/A
Appendix B – Rates	N/A	N/A	N/A	N/A
<b>Schedule 2 (Client-Supplier Agreement)</b>				
<b>Article 1 – Definitions</b>				
<b>Article 2 – The Master Agreement</b>				
<b>Article 3 – Representatives for Client-Service Agreement</b>				
<b>Article 4 – Term of CSA</b>				
<b>Article 5 – Resources, Rates and Payment Process</b>				
<b>Article 6 – Rates and Payment</b>				
<b>Article 7 – Insurance</b>				
<b>Article 8 – Notices</b>				
<b>Article 9 – Termination</b>				
9.1	Termination by Either Party			
9.2	Termination by Client			
9.3	Supplier's Obligations on Termination			
9.4	Supplier's Payment Upon Termination			
9.5	Termination in Addition to Other Rights			
9.6	Survival Upon Termination			
<b>Article 10 – Publicity</b>				
<b>Article 11 – Legal Relationship Between Client, Supplier and Third-Parties</b>				
11.1	Supplier's Power to Contract			
11.2	Representatives May Bind the Parties			
11.3	Independent Contractor			
11.4	Subcontracting or Assignment			
<b>Article 12 – General</b>				
12.1	Severability			
12.2	Force Majeure			
12.3	Changes By Written Amendment Only			
12.4	Section 217 Education Act et. al.			
12.5	Criminal Records Check			
12.6	Purchasing Policies and Guidelines			
Appendix A – Resources and Supplementary Provisions	N/A	N/A	N/A	N/A

Appendix B – Rates	N/A	N/A	N/A	N/A
Appendix C – Client’s Policies and Guidelines	N/A	N/A	N/A	N/A

N/A denotes not applicable.

## APPENDIX F – COMMERCIAL RESPONSE

Appendix F is published as a separate Microsoft Excel file on the Bidding System. The Proponent must complete and upload this Appendix into the Bidding System with its Proposal.

## APPENDIX G – SUPPLIER PERFORMANCE MANAGEMENT SCORECARD

The Supplier shall report on the following performance management key performance indicators (KPIs) quarterly.

Service	Indicator	Service Level	Measurement
Cycle time from order to delivery – regular order	Delivery of order to Client location following receipt of order	10 Business Days	96% of the time measured monthly
Dead On Arrival (DOA) – Faulty Device Resources	Number of DOAs versus total delivery	Per month	Less than 1%
Standard OEM Warranty Repair	Repaired and functioning	5 Business Days	98% of the time
Client ratings of service – Client satisfaction	High level of satisfaction	Semi Annual Survey	98 % Satisfaction Level
Number of Client complaints – issues	Number of Client complaints	Semi Annual	Less than 2 % of total Client requests

The Supplier's scores will be totaled for all KPIs, and the resulting score (i.e. unacceptable, fair, acceptable, very good, and excellent) will be used when contemplating Agreement activities.

For example, if a Supplier seeks a Rate increase for March 31, 2018, and its performance score is only acceptable – OEMC may only allow for a portion of the requested Rate increase. If, however, the Supplier's performance score is excellent, OEMC would more likely accept the requested Rate increase ensuring it follows the process described in this RFP.

The Supplier's performance management score will be used by OEMC when contemplating Agreement activities, such as:

- The approval or rejection, in whole or in part, of Supplier Rate refresh requests;
- The approval or rejection of Supplier request to add other related Resources to the Agreement;
- Agreement extensions; and,
- The award of future OEMC agreements.

Final performance management KPIs, measurements and scores will be discussed and established at the negotiation stage between OEMC and the Selected Proponent. The agreed upon Supplier Performance Management Scorecard may be amended, to improve Client satisfaction, throughout the Term of the Agreement if mutually agreed upon between OEMC and the Supplier.