



Savings | Choice | Service

Vulnerability Assessment and Penetration Testing Services

REQUEST FOR PROPOSALS NUMBER: #2016-259

(Final with Amendments)

Request for Proposals Issued On: July 21, 2016

Proponent's Information Session: 1:00pm on July 27, 2016

Ontario Tenders Portal Demonstration: 11:00am on July 28, 2016

Proponent's Deadline for Questions: 12:00pm on August 5, 2016

Proponent's Deadline for Questions Pertaining to the Issued Documents: 4:00pm on August 17, 2016

Closing Date: 2:00:00pm on August 31, 2016

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.

2 Lansing Square, Suite 200, Toronto, Ontario, Canada, M2J 4P8

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

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation to prospective Proponents to submit Proposals for the provision of Vulnerability Assessment and Penetration Testing Services (“Services”) on an as-and-when-required basis to support OECM Clients. The requirements include the following two (2) Categories, as further described in Part 2 - The Deliverables (the “Deliverables”):

- Category A – Vulnerability Assessment Services; and/or
- Category B – Penetration Testing Services.

The Proponent may choose to submit a Proposal for one (1) or both Categories.

This RFP is issued by OECM.

1.2 Overview of OECM

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

Working in collaboration with Clients, OECM:

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

1.3 Ontario Broader Public Sector Procurement Directive

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

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

The purpose of the directive is:

- To ensure that goods and services, including construction, consulting services, and information technology are acquired by BPS entities through a process that is open, fair, and transparent;
- To outline responsibilities of BPS entities throughout each stage of the procurement process;
- 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.

1.4 Client Participation in OECM Agreements

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

- Three-hundred and eight-four (384) Clients in total;
- One-hundred and fifteen (115) School Boards, Colleges and Universities; and
- Two-hundred and sixty-nine (269) 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	Spend Growth %
2011 over 2010	158%
2012 over 2011	60%
2013 over 2012	50%
2014 over 2013	41%
2015 over 2014	16%
May 2016 over May 2015	33%

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

1.5 OECM Client Advisory Group

The following OECM Clients were involved with the development of the requirements set out in this RFP.

Project Team Members	Client's Website
Durham Catholic District School Board	www.dcdsb.ca/
Fanshawe College of Applied Arts and Technology	https://www.fanshawec.ca/
Nipissing-Parry Sound Catholic District School Board	www.npsc.ca/
Thames Valley District School Board	www.tvdsb.ca/

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

1.6 Objective of the RFP

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

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

- Promote professional and ethical practices in its operation;
- Provide Clients with high quality Services, demonstrating value for money;
- Provide Clients with well-defined project management support;
- Provide Clients responsive customer support and account management; and
- Work in a cooperative manner with Clients, be flexible and innovative in providing quality Services to Clients.

1.7 Type of Agreement for Deliverables

It is OECM's intention to enter into multi-Supplier Master Agreements ("Agreement") with up to three (3) Preferred Proponents per Category, based on the terms and conditions set out in Appendix A of this RFP, for the provision of the Deliverables to Clients who execute a Client Supplier Agreement ("CSA").

The Term of the Agreement is intended to be for three (3) years, with an option in favour of OECM to extend the Term of the Agreement on the same terms and conditions for two (2) additional periods of up to one (1) year each.

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

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

1.8 Client's Usage of Agreements

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

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

Part Two (or the selection process) is managed by the Client or by OECM on the Client's behalf and is focused on the Client's specific needs. Depending on the Clients' internal policies, and potential dollar value of the Services, a Client may select a Supplier, or issue a request for Service to one (1) or more Suppliers for the specific Service requirement. If selected by the Client, the Supplier shall provide the Services in accordance with the specifications stated in the Agreement and stated Client requirements.

When a request for Service is issued, the Client or OECM, on behalf of the Client, will identify the required Services or Client may request the Supplier to propose an appropriate Service to fulfill the Client's requirements and any other applicable information. The Supplier should respond, setting out the following at a minimum:

- The Supplier's capability of meeting Service requirements;
- Details of how the Supplier meets Client specific project management requirements;
- Other recommendations that may better meet Client's project objective; and
- Final, net price.

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

1.9 Client-Supplier Agreements

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

The Supplier will actively promote the Agreement to Clients by:

- Conducting sales and marketing activities directly to onboard Clients;
- Executing CSAs with interested Clients;
- Providing excellent and responsive customer service;
- Gathering and maintaining Client and market intelligence, including contact information;
- Providing a well-defined implementation plan for scheduled Services and/or special programs (e.g., collection events) with applicable Client involvement; and
- Identifying improvement opportunities.

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

- Using online communication tools to inform and educate;

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

1.10 Proponent Consortium Information

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

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

1.11 No Guarantee of Volume of Work or Exclusivity of Agreement

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

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

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

1.12 Rules of Interpretation

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

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

1.13 Definitions

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

“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;

“Black Box” means the Supplier has no knowledge of the system being attacked;

“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 the Supplier for the provision of the Deliverables in this RFP;

“Commercial Response” means the pricing information the Proponent submits within the Ontario Tenders Portal 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;

“Closing Date” means the Proposal submission date and time as set out in Section 4.1.1 and Ontario Tenders Portal, and may be amended from time to time in accordance with the terms of this RFP;

“Deliverables” means Services to be delivered as specified in this RFP;

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

“External Vulnerability Assessment” means external vulnerability scanning specifically examines an organization’s security profile from the perspective of an outsider or someone who does not have access to systems and networks (i.e., the Supplier acts as an anonymous entity);

“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;

“Grey Box” or **“Gray Box”** means the Supplier has some knowledge of the system being attacked;

“Internal Vulnerability Assessment” means internal vulnerability scanning specifically examines an organization’s security profile from the perspective of an insider or someone who has access to systems and networks (i.e., the Supplier acts as an authenticated user);

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

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

“OTP” means Ontario Tenders Portal;

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

“Preferred Proponent” means the Proponent that OEMC has identified as one (1) of the highest scoring Proponent in accordance with the evaluation process set out in this RFP;

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

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

“Province” means the Province of Ontario;

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

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

“Request for Proposals” or **“RFP”** means this Request for Proposals number #2016-259 issued by OEMC, including all appendices and addenda thereto;

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

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

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

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

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

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

“White Box” means the Supplier is provided the full knowledge of the system being attacked;

“Zones” means the OECM geographical boundaries within the Province of Ontario as identified in the Appendix C and D, where applicable.

[End of Part 1]

PART 2 - THE DELIVERABLES

2.1 Description of Deliverables

The Supplier will provide a broad range of quality Services to meet the requirements of Clients in the following Categories:

- Category A – Vulnerability Assessment Services; and/or
- Category B – Penetration Testing Services.

The Proponent may choose to submit a Proposal for one (1) or both Categories.

Refer to the following table for Category specific requirements and the corresponding RFP sections:

RFP Sections	Category
2.2	Category A – Vulnerability Assessment Services
2.3	Category B – Penetration Testing Services
2.4 to 2.17	Apply to both Category A and Category B

2.2 Category A – Vulnerability Assessment Services

The Supplier shall provide vulnerability assessment Services including but not limited to the following:

- Catalogue Client Information Technology (“IT”) assets and resources (e.g., applications, database, end point devices, network and servers), as requested;
- Assess current network security measures to identify any vulnerability exists in Client’s network architecture;
- Conduct external and/or internal vulnerability scans to identify any security vulnerability exists in Client’s asset and resources;
- Conduct web application security assessment;
- Conduct wireless security assessment;
- Conduct personal security awareness assessment; and
- Report security issues that pose an imminent threat are to be reported to Client as they are being identified.

The Supplier shall provide Services at Client’s location as requested, where travel expense may occur, see Section 2.15.3 Travel Expenses for details.

2.2.1 Vulnerability Assessment Services Reporting and Presentation

Upon completion of each Service, the Supplier shall provide the Client with a vulnerability assessment report which includes the following information at a minimum:

- Executive summary;
- Scope of Service;
- Detailed results of identified vulnerabilities;
- Detailed explanation of the implications of the identified vulnerabilities, business impact and potential risks;
- Detailed steps of immediate mitigation;
- Recommended high risk areas for Client’s immediate attention, as applicable; and
- Deliver presentation to Client, as requested.

The Supplier shall confirm detailed reporting requirements with Client for each Service prior to commencement.

2.3 Category B – Penetration Testing Services

2.3.1 Key Penetration Testing Services

The Supplier shall provide the following quality penetration testing Services as further described below:

- Application penetration testing Services;
- Network penetration testing Services;
- Social engineering testing Services; and
- Web application testing Services.

2.3.1.1 Application Penetration Testing Services

The Supplier shall provide application penetration testing Services including but not limited to the following:

- Manual probing of application interfaces;
- Authentication process testing;
- Automated fuzzing;
- Development of test datasets and harnesses;
- Encryption usage testing (e.g., applications' use of encryption)
- Forming manual or automatic code review for sensitive information of vulnerabilities in the code;
- Testing of the application functionality including but not limited to:
 - Input validation (e.g., bad or over-long characters, URLs);
 - Transaction testing (e.g., ensuring desired application performance);
- Testing systems for user session management to see if unauthorized access can be permitted including but not limited to:
 - Input validation of login fields;
 - Cookie security;
 - Lockout testing; and
- User session integrity testing.

The Supplier shall perform the application penetration test Services on mobile applications as requested.

2.3.1.2 Network Penetration Testing Services

The Supplier shall provide network penetration testing Services including but not limited to the following:

- Provide penetration testing from both inside and outside of Client's network;
- Identify targets and map attack vectors (i.e., threat modelling);
- Internet Protocol ("IP") address mapping of network devices;
- Logical location mapping of network devices;
- Transmission Control Protocol ("TCP") scanning, connect scan, SYN scan, RST scan, User Datagram Protocol ("UDP") scan, Internet Control Message Protocol ("ICMP") scan, and Remote Procedure Call ("RPC") port scan;
- Operating System ("OS") fingerprinting (OS fingerprinting is the combination of passive research and active scanning tools to generate an accurate network map);
- Banner grabbing;
- Brute force attacks;
- Denial of Service ("DDoS") testing;
- Network sniffing;
- Spoofing;
- Trojan attacks; and
- War dialing.

2.3.1.3 Social Engineering Testing Services

The Supplier shall provide human centric social engineering testing Services including but not limited to the following:

- Pretexting;
- Phishing campaigns (e.g., email, phone); and

- Physical tests (e.g., tailgating, entry into controlled facility areas).

2.3.1.4 Web Application Penetration Testing Services

The Supplier shall provide web application penetration testing Services that cover the vulnerabilities listed below at a minimum:

- Injection;
- Broken Authentication and Session Management;
- Cross Site Scripting (“XSS”);
- Insecure direct object references;
- Security misconfiguration;
- Sensitive data exposure;
- Missing function level access control;
- Cross Site Request Forgery (“CSRF”);
- Using components with known vulnerabilities; and
- Unvalidated redirects and forwards.

2.3.2 Additional Penetration Testing Services

The Supplier should provide the following quality penetration testing Services as further described below:

- Payment Card Industry (“PCI”) penetration test; and
- Wireless penetration test.

2.3.2.1 PCI Penetration Testing Services

The Supplier should provide the following PCI penetration testing Services that meet the minimum requirements and guidance as set out in PCI DDS v3.2 April 2016 or its latest version:

- Provide penetration testing from both inside and outside of Client’s network;
- Application layer penetration testing that includes the vulnerabilities; and
- Web application penetration testing that includes the vulnerabilities.

2.3.2.2 Wireless Penetration Testing Services

The Supplier should provide wireless penetration testing Services including but not limited to the following:

- Wireless network testing / war driving;
- Wireless, Wired Equivalent Privacy (“WEP”) / Wi-Fi Protected Access (“WPA”) cracking; and
- Telephony or Voice Over Internet Protocol (“VoIP”) testing, as requested.

2.3.3 Penetration Testing Methodologies and Standards

The Supplier shall provide automated, manual or hybrid penetration testing Services, as requested. Clients may request the Supplier to perform various types of penetration testing Services such as White Box, Black Box or Grey Box testing.

The Supplier shall provide penetration test Services following appropriate industry wide, highly recognized methodologies and standards such as:

- Open Source Security Testing Methodology Manual (“OSSTMM”) v3;
- National Institute of Standards and Technology (“NIST”) SP 800-42;
- Open Web Application Security Project (“OWASP”);
- Penetration Testing Execution Standard (“PTES”);
- Payment Card Industry (“PCI”) Data Security Standard (“DSS”) Guidance: PCI Information Supplement: Penetration Testing Guidance v3.2 April 2016; and
- Federal Risk and Authorization Management Program (“FedRAMP”): FedRAMP Penetration Test Guidance 1.0.1.

The Supplier shall follow the most recent version of the methodologies and standards when providing Services.

2.3.4 General Requirements on Penetration Testing Services

The Supplier shall ensure the following Services are covered in each individual request for Service:

- Confirm and obtain Client's approval on scope of Service including a test plan in writing prior to Service commencement;
- Communicate with third party organization and obtain third party authorization as required;
- Engage Client prior to actual test to confirm logistics arrangement, understand test goals and objective Client would like to achieve as a result of the test;
- Discuss and confirm with Client on its risk tolerance and culture to ensure Client approve the test approach;
- Establish a communication plan as to who at the Client's organization will know about the test;
- Establish an incident and escalation management process to handle issues that may happen during the test;
- Identify information to be provided by Client based on the nature of test being performed (e.g., White Box, Black Box, Grey Box);
- Identify targets and map attack vectors;
- Identify the exploitable vulnerabilities;
- Exploitation (e.g., elevating privileges) within the scope; and
- Provide reporting to Client as further stated in section 2.3.7 below.

The Supplier shall provide Services at Client's location as requested, where travel expense may occur, see Section 2.15.3 Travel Expenses for details.

The Supplier shall ensure Client's system being tested will not suffer (i.e., put Client system at risk or impact Client system's stability) as the result of the testing, unless with Client's prior written approval.

2.3.5 Penetration Testing Services Clean Up

The Supplier shall clean up properly after penetration testing Services completion ensuring Client's environments are not impacted as a result of the penetration testing Services, the cleanup activities include but are not limited to the following:

- Update and/or removal of test accounts added or modified during testing;
- Update and/or removal of database entries added or modified during testing;
- Uninstall test tools or other artefacts as applicable;
- Restoring security controls that have been altered for testing;
- Provide Clients with necessary information and/or guidance on how to verify Client's environments have been restored; and
- Provide Client with confirmation that the environments have been cleaned and restored.

In situations where Client find issues after Services have been completed, the Supplier shall return and fix the issue for Client ensuring Client satisfaction.

2.3.6 Logs

The Supplier shall log and trace each activity and information sent and received between the Supplier's and Client environments as it pertains to the Service activities. This log shall be provided to Client upon request in a format that is approved by Client.

2.3.7 Penetration Testing Services Reporting and Presentation

The Supplier shall provide Client with a report for each Service completed, the report shall include the following information at a minimum:

- Executive Summary;
- Scope of Service;
- Identification of critical components and explanation of why these components were tested;
- Methodologies and tools used to conduct the testing;
- Any constraints that impacted the testing (e.g., specific testing hours, bandwidth, special requirements);
- Description of the progression of the test and issues encountered during the testing with timelines;

- Findings from the tests (e.g., exploitation, severity) with details;
- Affected targets in Client's environments; and
- Recommendation on remediation.

From time to time, Client may require the Supplier to meet in person and/or via teleconference and webinar to explain the findings and/or present the report. The Supplier shall support Client with such request.

2.4 Optional Services

The Supplier may provide optional Services to Client upon request such as:

- Cloud assessment and penetration testing Services (e.g., environments, Application Program Interfaces ("APIs");
- Compromise assessment (e.g., data forensics, confirmation on security breaches);
- Device penetration testing Services (e.g., laptops, phones, servers, tablets, workstations);
- Penetration testing Services on Client's Heat, Air Ventilation, and Cooling ("HVAC") and Closed-circuit Television ("CCTV") systems;
- Privacy impact assessment;
- Security architecture review;
- Security awareness training;
- Security policy review and update;
- Source code review as it pertains to security;
- System hardening assessment;
- Threat risk assessment; and
- Verification of third party assessment results.

2.5 Additional and New Services

During the Term, if mutually agreed by OEMC and the Supplier, other Services may be added to the Agreement to align with Client needs. Agreement will be amended accordingly, if necessary.

2.6 Additional Insurance Requirements

Clients during the Term may require additional insurance and/or coverage, the Supplier shall meet Client requirements and mutually agreed on any costs associated.

2.7 Confidentiality and Protection of Client's Information

The Supplier shall ensure that all personnel providing Services and have access to information related to Services will protect Client information by:

- Signing Non-Disclosure Agreement ("NDA") prior to the provision of any Services and receiving Client confidential information;
- Provide appropriate security clearance to Client, as requested; and
- Meeting other requirements requested by Client.

The Supplier shall provide assurance to Client that the storage and transmission of sensitive information related to previous and current vulnerabilities and incident reports is safe and protected. Any release of the information shall be approved by Client in writing.

2.9 Compliance to Privacy Legislation

The Supplier and its applicable subcontractors shall comply with all applicable privacy legislations including but not limited to:

- *Freedom of Information and Protection of Privacy Act ("FIPPA");*
- *Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"); and*
- *Personal Health Information Protection Act ("PHIPA").*

2.8 Invoicing

The Supplier shall submit detailed invoices, either a paper or electronic format, after the Services has been completed. The invoice should contain, at minimum, the following:

- Invoice number;
- Client's organization name;
- Client organization contact name;
- Client's purchase order number, if applicable;
- Order date;
- General ledger number, if applicable;
- Service description;
- Rates (i.e., Service Rates);
- Unit of Measure (e.g., IP address, hours), as applicable;
- Quantity, if applicable;
- Travel cost, if applicable;
- Sub-Total;
- Applicable Harmonized sales tax ("HST"); and
- Total.

2.10 Customer Support to Client

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

- A responsive account executive (or a team of personnel lead by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing administrative and operational support;
- A responsive customer support team to meet the needs of the Clients (i.e. same Business Day response), provide requested information and documentation in a timely manner and issue resolution;
- Easy access to the Supplier (i.e. by toll free telephone number, email, voicemail, and fax);
- Administrative supports as needed;
- Establishing an ongoing project communication with the Client;
- Attending project review meetings with Clients or other meetings, as requested; and
- Providing reports such as Service summary, account activity report to Clients, as requested.

2.11 Agreement Management Support to OECM

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

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

2.11.1 Performance Management

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

Objectives	KPIs
Ensuring Service quality	<ul style="list-style-type: none">• Average response time to Client inquiry• Customer satisfaction rating

Additional and detailed KPIs will be discussed and established at the Agreement finalization stage between OECM and the Preferred Proponent.

2.11.2 Reporting to OECM

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

- Invoice number;
- Client’s organization name;
- Client organization contact name;
- Client’s purchase order number, if applicable;
- Order date;
- Cost centre number, general ledger number if applicable;
- Service description;
- Rates (i.e., Service Rates);
- Unit of Measure (e.g., IP address, hours), if applicable;
- Quantity, if applicable;
- Travel cost, if applicable;
- Total Rate for the Service;
- Client sector (e.g. School Board, College, University, BPS); and
- Cost Recovery Fee (i.e. subtotal, HST and total).

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

2.11.3 Pricing Audit and Management

OECM may, on its own or on behalf of a Client, request pricing audits on Services completed during the Term. The Supplier shall provide supporting documents within thirty (30) calendar days from the date of the request. The supporting documents for pricing audits may include but are not limited to project based quotation approved by Client, original scope of Service, time and material breakdown, final invoice, as applicable.

OECM may also during the Term conduct cost comparison studies to ensure the competitiveness of pricing.

2.12 Disaster Recovery and Business Continuity

The Supplier shall have and provide 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 vehicle availability and Services critical to Clients.

2.13 Licences, Right to Use and Approvals

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

Where a Supplier is required by Applicable Laws to hold or obtain any such licence, right to use and approval to carry on an activity contemplated in its Proposal or in the Agreement, neither acceptance of the Proposal

nor execution of the Agreement by 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.

2.14 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 each Deliverable, accessible and inclusive of Services consistent with the Ontario Human Rights Code (OHRC), the *Ontarians with Disabilities Act, 2001* (ODA) and *Accessibility for Ontarians with Disabilities Act, 2005* (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities.

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

The AODA may be found at http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm.

2.15 Pricing Methodology

The following maximum net Rates shall be applicable to the Services in the Agreement resulting from this RFP:

Service Category	Type of Rate for Services
Category A – Vulnerability Assessment Services	<ul style="list-style-type: none">• Tiered maximum net Rates per IP address• Maximum hourly Rates per resource role
Category B – Penetration Testing Services	<ul style="list-style-type: none">• Maximum hourly Rates per resource role• Alternative pricing methodology

Please refer to Section 3.4 Stage III - Commercial Responses for further details.

Maximum net Rates will be firm for the first twenty-four (24) months of the Term. The Supplier may request optional price refreshes at the end of first twenty-four months and at each extension, if exercised by OECM. The process of a Rate refresh is set out in the below section 2.15.4.

2.15.1 Alternative Pricing Methodology for Client Specific Request for Service

The Supplier may propose alternative pricing methodology (e.g., fixed Rate for request for Service, hourly Rate with maximum Service Rate capped) for individual Client's request for Service providing maximum financial value for Client. Any alternative pricing methodology shall be in writing (i.e., as part of the Supplier's quotation in response to a request for Service, or detailed in the Client Supplier Agreement) and approved by Client.

2.15.2 Cost Savings for Clients

During the term, the Supplier may offer other incentives including financial incentives, as appropriate, to Clients for savings, the Supplier and Client may mutually agree on the details.

2.15.3 Travel Expenses

Travel and accommodation expenses shall be excluded in the proposed maximum net Rates.

The Supplier must obtain prior approval from Client for any costs accommodation and/or travel costs associated with the provision of Service. These costs must be charged in accordance with the Client's travel policy, as may be amended from time to time. The Supplier may obtain applicable rates from the Client. All such pre-approved costs must be itemized separately on invoices.

Clients are not responsible for any meal, hospitality, or incidental expenses incurred by the Supplier, whether incurred while travelling or otherwise.

2.15.4 Optional Pricing Refresh

The Supplier may request a pricing (i.e. Rates) refresh at the end of first twenty-four (24) months and at each extension, if exercised by OECD, by providing three (3) month prior written notice. If a pricing refresh is not requested, the Rates will remain the same until the end of the Term. Subsequent pricing refreshes may be requested at the each extension period, if exercised.

Any such request from a Supplier for a pricing refresh must be accompanied by appropriate documentation. As part of any refresh OECD will consider pricing adjustments that reflect changes in operation adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, or ordinances. OECD may use a third party index (such as the Consumer Price Index) in the Rates review. OECD will not consider any fixed costs in its refresh.

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

If a proposed Rate increase was agreed upon between OECD and the Supplier, the new Rates would only be applicable to Services ordered after the effective date of the Rate. The effective date of the Rate change must be adjusted allow Clients a minimum of thirty (30) day prior notice, as applicable.

If a proposed Rate increase is not accepted by OECD, the Agreement may be terminated, at the sole discretion of OECD, as of the date which is one-hundred and twenty (120) days following the Agreement expiry. In such event, the current Rates shall apply until the date of termination.

Decreases to any Rate shall be accepted at any time during the Term of the Agreement. Agreements will be amended accordingly, if necessary.

2.16 Saving Calculation

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

2.17 OECD Cost Recovery Fee ("CRF")

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

The Supplier shall pay to OECD a CRF of two percent (2%) on all Deliverables, excluding travel expenses, based on the Services invoiced to Clients during the Term of the Agreement. The CRF shall include all Client activities and will be paid to OECD by the Supplier on a quarterly basis based on calendar year.

HST is applicable to the CRF payments made to OECD.

- The first CRF shall be paid to OECD by **January 9, 2017**, and include any Client purchases made between the Agreement execution date and **December 31, 2016**; and
- The CRF shall be paid quarterly thereafter.

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

OECD may, during the Term of the Agreement, implement other CRF methodologies. If this occurs, the net amount of maximum CRF of two-percent (2%) equivalent shall not increase.

Detailed reporting requirements are set out in the Form of Agreement in Appendix A.

[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 for each Category:

Stages	Evaluation	Maximum Points per Category	
		Category A	Category B
Stage I	Qualification Responses	Pass/Fail	Pass/Fail
Stage II	Technical Responses	65 points*	65 points*
Stage III	Commercial Responses	35 points	35 points
Stage IV	Cumulative Score	100 points	100 points
Stage V	Tie Break	No Point Allocation	No Point Allocation

Please note, an asterisk (*) above denotes a minimum threshold is required, please refer to Section 3.3 and technical questions for details.

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 Responses 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:

- Form of Offer; and
- Consortium Form, if applicable.

If a Proponent fails to insert any information required and/or makes an error on the Form of Offer, Consortium Form, if applicable, 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 the Form of Offer and Consortium Form, 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 Form)

Each Proposal must include a Form of Offer completed fully and electronically signed by the Proponent which must be submitted in the Qualification Response.

(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 signing the Form of Offer, the Proponent agrees, if selected, to carry appropriate insurance as outlined in Form of Agreement in Appendix A. 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.

3.2.2 Consortium Form, if Applicable (Qualification Form)

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

3.3 Stage II – Technical Responses

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

The Technical Responses will be evaluated and scored by each Category. The following is an overview of the point allocation and minimum score requirements, if any, for the applicable Technical Response components per Category of this RFP:

Technical Response Components	Available Points for Each Category	Minimum Threshold Required for Each Category (if applicable)
1. Capability and Experience	25	Refer to Section 3.3., Step 1
2. Project Management	28	Refer to Appendix B, Technical Response Questions
3. Customer Support and Account Management	12	Not Applicable
TOTAL POINTS FOR TECHNICAL RESPONSES:	65 Points	Not Applicable

Refer to Appendix B – Technical Response Questions for details.

For each Category, the evaluation will follow the steps below:

- **Step 1 – Evaluation of Technical Response Component – Capability and Experience**

The Proponent should complete and submit three (3) project experiences for Category A – Vulnerability Assessment Services.

The Proponent should complete and submit one (1) project experience for Category B – Penetration Testing Services for each of the following Deliverables:

- Application Penetration Testing Services;
- Network Penetration Testing Services;
- Social Engineering Testing Services; and
- Web Application Penetration Testing Services.

The Proponent shall submit project experience information using Project Experience Form on OTP.

The sub-point for each project experience is equally divided, i.e., for Category A – Vulnerability Assessment Services, each project experience will worth five (5) points and for Category B – Penetration Testing Services, each project experience will worth three (3) points. Each project experience will be evaluated and scored separately, the final scores for project experiences will be the total of all project experiences submitted.

OECM intends to short list up to ten (10) highest scoring Proposals in this step. The remaining Proposals will not be evaluated further.

- **Step 2 – Evaluation of Other Technical Response Components**

Eligible Proposals will be evaluated for the remaining Technical Response components:

- Project Management; and
- Customer Support and Contract Management.

- **Step 3 – Total Score for Technical Response Components**

Scores for Step 1 and 2 will be totaled for each Eligible Proposal.

Point allocation and minimum thresholds, if any, are set out in the Technical Response questions.

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

Minimum thresholds, required for applicable Technical Response questions or components, must be achieved in order for the Proposal to receive a **pass** in this stage and proceed to Stage III of the evaluation process.

Any Proposal that does not meet the required minimum thresholds for applicable Technical Response questions or components will receive a **fail** and not proceed to Stage III of the evaluation process.

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

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

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

The Technical Response to each technical question should:

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

3.4 Stage III – Commercial Responses

3.4.1 Commercial Response Rates

The Commercial Response must be provided by the Proponent in accordance with the instructions contained below and on the Ontario Tenders Portal. The following shall apply to the Rates:

- All Rates shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, materials, fuel, office support, profit, permits, licences, labour, insurance, Workplace Safety Insurance Board costs, and warranties;

- All Rates shall be quoted exclusive of the HST, or other similar taxes, each of which, if applicable, should be stated separately;
- All Rates quoted, shall remain firm for the first twenty-four (24) months of the Term; 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 in the Commercial Response.

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

The following table provides an overview of the point allocation, for the applicable Commercial Response components per Category of this RFP:

Commercial Response Components	Available Points for Category A	Available Points for Category B
1. Unit Rate per IP Address	25	Not Applicable
2. Hourly Rate	10	30
3. Alternative Pricing for Sample Project	Not Applicable	5
TOTAL POINTS FOR COMMERCIAL RESPONSES:	35 Points	35 Points

All Rates applicable to the Services requested in this RFP or identified in the Proposal must be provided in the Proponent's Commercial Response on OTP.

3.4.2 Commercial Response Evaluation Methodology

Only at the completion of Stage II of the evaluation, will the Commercial Responses be opened for all Eligible Proposals. All Eligible Proposals will be evaluated by Category.

The maximum net Rates for Services will be evaluated and scored using a relative formula (i.e. by dividing that Proponent's Rate into the lowest Rate bid) for proposed Rates in the Commercial Envelope, then multiplied by the number of available points.

EXAMPLE OF PRICING EVALUATION OF CATEGORY A, LINE ITEM #1 MAXIMUM NET RATE PER IP ADDRESS (TIER 0-5)		
Proposed Maximum Net Rate	Calculation	Resulting Points
If Proponent 1 proposes the lowest maximum net Rate of \$10.00 per IP address, it would receive 100% of the 3.0 points allocated.	$\$10.00 \div \10.00×3.00	3.0
If Proponent 2 proposes the second lowest maximum net Rate of \$20.00, it would receive 50% of the allowable 3.00 points allocated to that pricing component.	$\$10.00 \div \20.00×3.00	1.5
If Proponent 3 proposes the third lowest maximum net Rate of \$40.00, it would receive 25% of the allowable 3.00 points allocated to that pricing component.	$\$10.00 \div \40.00×3.00	0.75

Where **\$0.00** is entered in any cell for a Service, it is deemed to mean that the particular Service 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 the Commercial Envelope shall receive the maximum point allocation for that particular Service pricing component. The remaining Proposals will be evaluated, also using a relative formula, based on

the remaining percentage of available points. For example, in a hypothetical situation where (5) Proposals were received and one (1) Proponent proposed \$0.00, that particular Proposal will receive the maximum point allocation for that particular Service pricing component, and the remaining four (4) Proposals will be evaluated based on eighty percent (80%) of the maximum point allocation.

If, however, a Proponent enters **N/A** or **not applicable**, or a response is left **blank** in any cell for a Service, it is deemed to mean that the particular Service will not be provided to Clients. Therefore, when evaluating and scoring the Rates, a Proposal specifying **N/A** or **not applicable** or a response is left **blank**, the Proposal will receive a zero (0) point allocation for that particular Service pricing component.

The above process will occur for all pricing components. All scores will be totaled.

3.5 Stage IV – Cumulative Score

At the cumulative scores stage, the scores from Stages II and III will be totaled for each Proposal by Category, and subject to the express and implied rights of OECM, the Proponents who have the highest scoring Proposal will become the Preferred Proponents and will be invited to enter into an Agreement, in the form of Appendix A of the is RFP, as set out in Section 1.7 of this RFP.

Reference checks will be performed to confirm or clarify information provided within the Proposal. The reference checks themselves will not be scored, however, OECM may adjust Technical Responses 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 achieve a tie score for a specific Category on completion of the evaluation process, OECM shall break the tie by selecting the Proponent who has a Proposal with the highest score in Stage II – Technical Responses as the Preferred Proponent.

3.7 Execution of Agreement with Preferred Proponent

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

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

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

3.8 Agreement Launch and Marketing

OECM will promote the use of the Agreement with Clients as set out in Section 1.9. During the post-award period, the Supplier will be expected to meet with OECM 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
OECM's Issue Date of RFP:	July 21, 2016
Proponent's Information Session:	1:00pm on July 27, 2016
Ontario Tenders Portal Demonstration:	11:00am on July 28, 2016
Proponent's Deadline for Questions:	12:00pm on August 5, 2016
OECM's Deadline for Issuing Answers:	August 12, 2016
Proponent's Deadline for Questions Pertaining to <u>Issued Documents only</u> :	4:00pm on August 17, 2016
OECM's Deadline for Issuing Final Addenda:	August 22, 2016
Closing Date:	2:00:00pm on August 31, 2016
Agreement Start Date:	On or about October 2016

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

OECM 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 and OTP Demonstration

4.1.2.1 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 suppliers who have downloaded the RFP through **Message** on OTP.

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

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

Information provided during this session will be posted on OTP.

4.1.2.2 OTP Demonstration

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

Full details will be sent to suppliers who have downloaded the RFP, via **Messages** on OTP.

Proponent who is not available to attend the OTP Demonstration can schedule directly with OTP technical support for training and/or technical support.

Any changes to the OTP Demonstration date will be issued in an addendum on the OTP.

4.1.3 Proponents to Follow Instructions

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

4.1.4 Proposals in English

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

4.1.5 OECM's Information in RFP Only an Estimate

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

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

4.1.6 Proponent's Costs

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

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

4.2 Communication after RFP Issuance

4.2.1 Communication With The Buyer Organization

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

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

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

4.2.2 Proponents to Review RFP

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

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

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

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

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

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

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

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

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

4.2.3 Proponent to Notify

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

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

Proponents shall not:

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

4.2.4 All New Information to Proponents by way of Addenda

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

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

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

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

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

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

4.3 Proposal Submission Requirements

4.3.1 General

The Proponent shall submit its Proposal through OTP at <https://ontariotenders.bravosolution.com/esop/nac-host/public/web/login.html>. The Proponent should contact OTP customer support if it experiences technical difficulties or to seek support in the use of OTP via email at: eTenderhelp_CA@bravosolution.com or phone at: **866 722 7390**.

To be considered in the RFP process, a Proposal must be submitted and received **before** the Closing Date on OTP and as set out in Section 4.1.1. **The Proponent is strongly encouraged to become familiar with the use of OTP well in advance of the Closing Date.**

The Proponent will not be able to submit a Proposal **after** the Closing Date as OTP 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 in this RFP on the OTP as set out below.

- **Qualification Response must include:**
 - A completed Form of Offer; and
 - A completed Consortium Form (if applicable).
- **Technical Response should include (please do not include any financial information)**
 - Completed Technical Responses to all technical response questions.
- **Commercial Response must include:**
 - Completed Commercial Responses.

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 technical question. Technical Responses left blank and/or unanswered will receive a score of zero (0). Refer to Section 3.3 – Stage II; and
- The Proposal should be complete in all respects. Proposal evaluation and scoring applies only to the information contained in the Proposal, or accepted clarifications as set out in Section 4.3.13 Clarification of Proposals.

4.3.4 Proposal Receipt by OECM

Each Proposal submitted will be date/time stamped by OTP.

4.3.5 Withdrawal of Proposal

A Proponent may withdraw its Proposal only by deleting its submission on OTP 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 OTP, but only if the Proposal is amended and resubmitted before the Closing Date.

4.3.7 Completeness of Proposal

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

4.3.8 Proposals Retained by OECM

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

4.3.9 Proposal Irrevocability

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

4.3.10 Acceptance of RFP

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

4.3.11 Amendments to RFP

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

4.3.12 Proposals will not be Opened Publicly

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

4.3.13 Clarification of Proposals

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

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

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

4.3.14 Verification of Information

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

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

4.3.15 Proposal Acceptance

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

4.3.16 RFP Incorporated into Proposal

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

4.3.17 Exclusivity of Contract

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

4.3.18 Substantial Compliance

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

4.3.19 No Publicity or Promotion

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

4.4.1 Selection of Proponents

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

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

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

4.4.2 Failure to Agree to Form of Agreement

In addition to all of OECM's other remedies, if the Preferred Proponent and OECM fails to agree upon the Form of Agreement or if the Preferred Proponent fails to satisfy any other applicable conditions within fifteen (15) days of notice of selection, OECM may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent.

4.4.3 Notification to Other Proponents of Outcome of RFP Process

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

4.4.4 Debriefing

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

OECM will not disclose submission information from other Proponents.

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

4.4.5 Bid Dispute Resolution

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

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

A protest in writing shall include the following:

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

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

4.5 Prohibited Communications, Confidential Information and FIPPA

4.5.1 Confidential Information of OECM

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

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

4.5.2 Confidential Information of the Proponent

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

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

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

4.5.3 Proponent's Submission

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

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

4.5.4 Personal Information

Personal Information shall be treated as follows:

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

4.5.5 Non-Disclosure Agreement

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

4.5.6 Freedom of Information and Protection of Privacy Act

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

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

4.5.7 Competition Act

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

4.5.8 Trade Agreements

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

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

4.5.9 Intellectual Property

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

4.6 Reserved Rights and Governing Law of OECM

4.6.1 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 a contract with OECM, or has otherwise failed to perform such contract 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 a contract 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 Services 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 Services, or
 - o the funding for the acquisition of the proposed Services 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 rate bid 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.

4.6.2 Rights of OECM – Preferred Proponent

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

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

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

4.6.3 No Liability

The Proponent agrees that:

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

The Proponent further agrees that if OECM commits a material breach of OECM's obligations pursuant to this RFP, OECM's liability to the Proponent, and the aggregate amount of damages recoverable against OECM for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of OECM, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from OECM can demonstrate. In no event shall OECM be liable to the Proponent for any breach of OECM's obligations pursuant to this RFP, which does not constitute a material breach thereof. The Proponent acknowledges and agrees that the provisions of the *Broader Public Sector Accountability Act, 2010* shall apply notwithstanding anything contained herein.

4.6.4 Assignment

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

4.6.5 Entire RFP

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

4.6.6 Priority of Documents

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

4.6.7 Governing Law

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

[End of Part 4]

APPENDIX A – FORM OF AGREEMENT

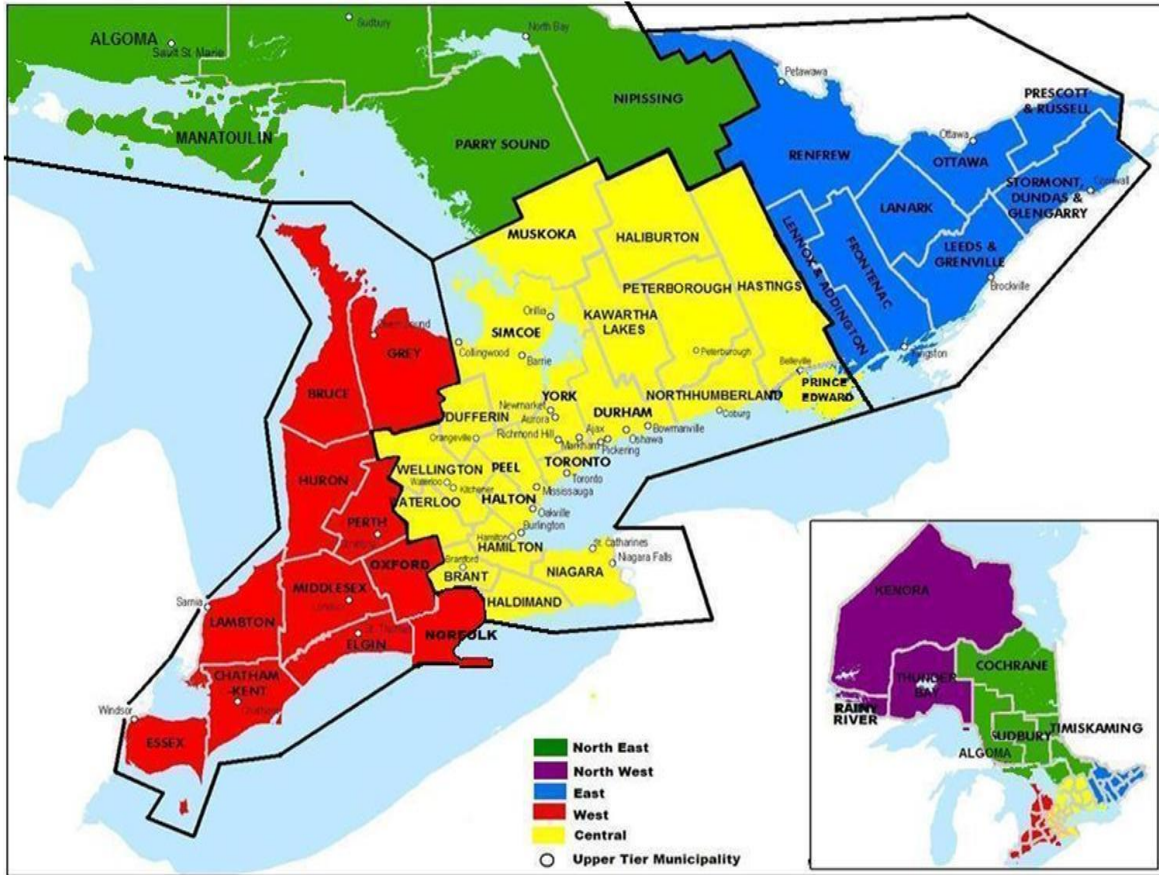
Form of Agreement is in a separate attachment.

APPENDIX B – TECHNICAL RESPONSE QUESTIONS

The list of Technical Response questions and sub point allocation is posted in a separate Portable Document Format (PDF) file.

APPENDIX C – OEM GEOGRAPHICAL ZONES

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



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

APPENDIX D – OECM’S EDUCATION CLIENTS

School Boards, Colleges, and Universities Clients in Ontario are set out below by Zone. Refer to Appendix C for more Zone information.

Zone	School Boards		Colleges	Universities
1	Conseil scolaire catholique Providence	St. Clair CDSB	Fanshawe College	Brescia University College
	Greater Essex County DSB	Thames Valley DSB	Lambton College	Huron University College
	Lambton Kent DSB	Windsor-Essex CDSB	St. Clair College	University of Western Ontario
	London District Catholic SB			University of Windsor
2	Avon Maitland DSB	Simcoe County DSB	Conestoga College	University of Guelph
	Bluewater DSB	Simcoe Muskoka CDSB	Georgian College	
	Bruce-Grey CDSB	Upper Grand DSB		
	Huron-Perth CDSB	Wellington CDSB		
3	Brant Haldimand Norfolk CDSB	Hamilton-Wentworth CDSB	Mohawk College	Brock University
	DSB of Niagara	Hamilton-Wentworth DSB	Niagara College	McMaster University
	Grand Erie DSB	Niagara CDSB		University of Waterloo
	Halton CDSB	Waterloo CDSB		Wilfrid Laurier University
	Halton DSB	Waterloo Region DSB		
4	Conseil scolaire de district catholique Centre-Sud	Peel DSB	Centennial College	Ontario College of Art & Design University
	Conseil Scolaire Viamonde	Toronto CDSB	Durham College	Ryerson University
	CSD Catholique Centre-Sud	Toronto DSB	George Brown College	University of Ontario Institute of Technology
	Dufferin-Peel CDSB	York CDSB	Humber College	University of Toronto
	Durham CDSB	York Region DSB	Seneca College	York University
	Durham DSB		Sheridan College	
5	Hastings and Prince Edward DSB	Peterborough Victoria Northumberland and Clarington CDSB	Loyalist College	Trent University
	Kawartha Pine Ridge DSB	Trillium Lakelands DSB	Sir Sandford Fleming College	
6	Algonquin and Lakeshore CDSB	Ottawa CDSB	Algonquin College	Carleton University
	CDSB of Eastern Ontario	Ottawa-Carleton DSB	La Cité collégiale	Dominican University College
	Conseil des écoles Catholiques de Langue Française du Centre-Est	Renfrew County CDSB	St. Lawrence College	Queen's University
	Conseil des écoles Publiques de l'Est de l'Ontario	Renfrew County DSB		Royal Military College of Canada
	CSD Catholique de l'Est Ontarien	Upper Canada DSB		University of Ottawa
7	Limestone DSB			
	Algoma DSB	Huron-Superior CDSB	Cambrian College	Algoma University
	CSD Catholique du Nouvel-Ontario	Near North DSB	Canadore College	Laurentian University
	CSD Catholique Franco-Nord	Nipissing-Parry Sound CDSB	Collège Boréal	Nipissing University
	CSD du Grand Nord de l'Ontario	Rainbow DSB	Sault College	Northern Ontario School of Medicine
8	CSD du Nord-Est de l'Ontario	Sudbury CDSB		
	CSD Catholique des Grandes Rivières	Northeastern CDSB	Northern College	
9	DSB Ontario North East			
	CSD Catholique des Aurores Boréales	Rainy River DSB	Confederation College	Lakehead University
	Keewatin-Patricia DSB	Superior North CDSB		
	Kenora CDSB	Superior Greenstone DSB		
	Lakehead DSB	Thunder Bay CDSB		
	Northwest CDSB			

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

APPENDIX E – PROJECT EXPERIENCE FORM

The Proponent is required to submit the following project experiences:

- Category A – Vulnerability Assessment Services:
Three (3) past project experiences.
- Category B – Penetration Testing Services experience:
One (1) past project experience for each of the following:
 - Application Penetration Testing Services
 - Network Penetration Testing Services
 - Social Engineering Testing Services
 - Web Application Penetration Testing Services

The Proponent should complete one (1) form for each project; refer to RFP Section 3.3 for more details. Please submit information directly on OTP.

Project Contact Information	
Company Name:	
Contact name & title:	
Contact telephone number:	
Contact email address:	

Project Description

1. Describe the scope project, customer type, customer size and value of project.

Click here to enter text.

2. Describe the objective of the project and high level result.

Click here to enter text.

3. Describe the project method, test methods and standards the Proponent followed to perform the test.

Click here to enter text.

4. Provide details of any challenges incurred in the project and how the Proponent mitigated risks ensuring successful completion of the project.

Click here to enter text.