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## AUDIO & VISUAL SYSTEM SOLUTIONS

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### REQUEST FOR PROPOSALS NUMBER: #2018-317

**Request for Proposals Issued On:** October 5, 2018

**Proponent's Information & OTP Demonstration Session:** 1:00 pm on October 11, 2018

**Proponent's Deadline for Questions:** 4:00 pm on October 22, 2018

**Proponent's Deadline for Questions Pertaining to Issued Documents:** 4:00 pm on October 29, 2018

**Closing Date:** 2:00 pm on November 9, 2018 local time in Toronto, Ontario, Canada

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

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

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## PART 1 – INTRODUCTION

### 1.1 Invitation to Proponents

This non-binding Request for Proposals (“RFP”) is an invitation to obtain Proposals from prospective Proponents for the provision of Audio and Visual System Solutions (“Products and Services”) on an as-and-when-required basis to support OECM Clients (“Clients”) as further described in Part 2 – the Deliverables (the “Deliverables”).

This RFP is issued by OECM.

The Rules of Interpretation and Definitions, for this RFP, can be found in Appendix I.

### 1.2 Objective of the RFP

The objective of this RFP is to provide OECM Clients the ability to purchase Products and Services to satisfy their needs as described in Part 2 – The Deliverables.

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

- Be capable of providing quality audio and visual system solution Products and Services in a timely manner, demonstrating value for money;
- Provide audio and visual system solution Products and Services from multiple Original Equipment Manufacturers (“OEMs”) to Clients;
- Provide Clients with professional and responsive customer support and account management;
- Work in a cooperative manner with Clients, are flexible, and innovative in providing Services; and,
- Reduce the costs of competitive procurement processes associated with the Products and Services on an ongoing basis (i.e. fewer competitive procurement documents issued by Clients).

### 1.3 Supplier Expertise and Capabilities

The Supplier should possess the following expertise and capabilities:

- Be fully cognizant of and have the demonstrated Products and Services knowledge;
- Possess and maintain applicable authorization and qualification from multiple OEMs (i.e. reseller authorization, if applicable);
- Knowledgeable and certified personnel, providing excellent Services to Clients;
- Provide maximum flexibility in responding to changing and evolving requirements and technology; and,
- Ability to facilitate OEM warranty claims for Clients if required.

### 1.4 Type of Agreement for Deliverables

It is OECM’s goal to meet Clients’ business needs by offering flexibility as represented through our marketplace of Products and Services. Through OECM’s constant dedication to the pillars of savings, choice, and service OECM may, through this RFP process, enter into Master Agreements (“Agreements”) with one (1) or more Suppliers to ensure geographical coverage, for the provision of Products and Services.

The Term of the Agreement is intended to be for three (3) years, with options in favour of OECM to extend the Term on the same terms and conditions for two (2) additional periods of up to one (1) year each. Supplier performance (i.e. Client uptake, satisfaction, performance, quality, service provision, response time, reporting, marketing efforts and any commitments made in the Proponent’s Proposal) will be considered when contemplating an Agreement extension and supplier refresh, if necessary.

Clients participating in the Agreements will execute a Client Supplier Agreement (“CSA”) with a Supplier as attached in Appendix A – Form of Agreement. Prior to executing a CSA, the Client may negotiate their

unique requirements with the Supplier and mutually agree to additional terms and conditions (i.e. reporting, Rates, 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.

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

#### **1.5 No Contract A and No Claims**

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

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

#### **1.6 No Contract until Execution of Written Agreement**

This RFP process is intended to identify Proponents for the purpose of negotiation of potential Agreements. The negotiation process is further described in Part 3 – Evaluation of Proposals.

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

#### **1.7 Non-Binding Rates Estimates**

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

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

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

Nothing in this RFP is intended to relieve the Proponent from forming its own opinions and conclusions with respect to the matters addressed in this RFP. Volumes are an estimate only and may not be relied on by the Proponent.

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

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

#### **1.9 Overview of OECM**

OECM is a not-for-profit collaborative sourcing and supplier partnership management organization. OECM's goal is to generate savings and process efficiencies to public sector and not-for-profit organizations by offering collaboratively sourced and competitively priced products and services through the OECM marketplace supplier partner agreements.

Working in collaboration with Clients, OECM:

- Establishes, promotes and manages non-mandatory agreements for products and services commonly used throughout its' Client community;

- Supports Clients' 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 Broader Public Sector ("BPS") Procurement Directive and trade agreements in all phases of the sourcing and agreement lifecycle.

For more information about OECM, please visit <http://www.oecm.ca/>.

### 1.10 OECM Geographical Zones

OECM Clients are located in five (5) geographical Zones (as set out below and detailed in Appendix J – OECM Geographical Zones) throughout the Province of Ontario.

- Central Zone;
- East Zone;
- North East Zone;
- North West Zone; and,
- West Zone.

Refer to Appendix J – OECM School Board, University and College Clients in Ontario which illustrates OECM's educational Clients by Zone. For other potential customers refer to section 9 of Annex 19-2 – Sub-central government entities in the Comprehensive Economic and Trade Agreement – Annex 19.

<http://international.gc.ca/trade-commerce/trade-agreements-accords-commerciaux/agr-acc/ceta-aecg/text-texte/19-A.aspx?lang=eng#a>.

### 1.11 OECM Project Advisory Committee

Client	Client's Website
Durham College	<a href="https://durhamcollege.ca">https://durhamcollege.ca</a>
Lambton Kent District School Board	<a href="http://www.lkdsb.net">http://www.lkdsb.net</a>
Northern Ontario School of Medicine	<a href="https://www.nosm.ca">https://www.nosm.ca</a>
Seneca College	<a href="http://www.senecacollege.ca">http://www.senecacollege.ca</a>
University of Ontario Institute of Technology	<a href="https://uoit.ca">https://uoit.ca</a>
York University	<a href="https://www.yorku.ca">https://www.yorku.ca</a>

### 1.12 Ontario Broader Public Sector Procurement Directive

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

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

The purpose of the directive is:

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

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: <https://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/English/BPSSC-Sec>.

### 1.13 Client Participation in OEMC Marketplace Agreements

OECM currently has five hundred and ninety-six (596) Clients using one (1) or more OEMC agreements:

- One hundred and sixteen (116) School Boards, Colleges and Universities; and,
- Four hundred and eighty (480) other organizations.

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

Year over Year	Overall Spend Growth %
2012 over 2011	60%
2013 over 2012	50%
2014 over 2013	41%
2015 over 2014	17%
2016 over 2015	34%
2017 over 2016	26%

The above information is as of August 2018.

### 1.14 Client's Usage of Agreements

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

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

**Part Two** (the second stage selection process) is managed by the Client or by OEMC on the Client's behalf, and is focused on the Client's specific needs. Depending on the Client's internal policies, and potential dollar value of the Product and/or Service, a Client may select a Supplier, or seek Rates (e.g. by issuing a non-binding second stage Quick Quote ("QQ")) from the Supplier for their specific Product and/or Service requirements. If selected by the Client, the Supplier shall provide the Products and Services in accordance with the specifications stated in the Agreement and in the Client's CSA.

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

- Proposed Products and Services;
- Timelines for Products and Services; and,
- Final, net Rates.

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



### **1.15 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 support;
- Gathering and maintaining Client and market intelligence, including contact information; and,
- Identifying improvement opportunities (i.e. new Products and Services).

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

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

### **1.16 Historical Activity**

OECM currently has Crestron® products and services agreements in place with three (3) suppliers across all five (5) Zones. These agreements expire on March 18, 2019. This RFP process is being conducted to ensure that a new Agreement is in place to satisfy Clients ongoing requirements.

Currently, there are fifteen (15) unique Clients using the OECM Crestron® products and services agreements:

- Three (3) School Boards;
- Seven (7) Colleges;
- Two (2) Universities; and,
- Three (3) other BPS organizations.

Approximate purchases through the existing agreements from March 2014 to July 2018 are four point four (\$4.4) million dollars.

Clients using the current OECM Crestron® products and services agreements are not, in any way, obligated to participate in any Agreements resulting from this RFP.

Note – Agreements resulting from this RFP will include multiple Original Equipment Manufacturers (“OEMs”) for the provision of audio and visual system solutions.

### **1.17 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 on behalf of the consortium in Appendix B – Form of Offer within OTP. The Proponent must also list all consortium members and state what each member will supply in Appendix F – Consortium Information Form within OTP; 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.

[End of Part 1]

## PART 2 - THE DELIVERABLES

### 2.1 Description of Deliverables

The Supplier shall provide new, quality, cost effective Products and Services that meet or exceed the requirements set out in Part 2 – The Deliverables.

### 2.2 Description of Products

The Supplier shall provide the following Products including but not limited to:

- Control system solution Products, such as hardware, software, control interfaces, and accessories;
- Interconnects, interfaces, and infrastructure Products, such as cables, connection compartments, connectors, jacks, patch panels, and accessories;
- Audio solution Products, such as audio systems, amplifiers, extenders, expanders, tuners, processors, microphones, speakers, receivers, portable public address systems, and accessories;
- Video solution Products, such as presentation switchers, receivers, transmitters, extenders, video processors, video conferencing solutions, and accessories;
- Display solution Products, such as interactive, LCD, LED, OLED displays and/or monitors, fixed room projectors, portable projectors, and projection screens;

The Supplier shall register Products for warranty upon delivery with the OEM at no additional cost.

The Supplier shall also provide any software that is required for the Products to function, if applicable.

During the Term of the Agreement, the Supplier may provide other Products and/or Services that are related to the design, installation and integration of a complete audio and visual space, upon the discretion of OEM. Refer to Section 2.20.4 Optional New Product and Service Addition.

#### 2.2.1 Core Products

Core Products are based on top purchased Products and accessories from the OEM Crestron® products and services agreement, which is approximately sixty (60) percent of total purchases from March 2014 to July 2018.

To facilitate Clients' requirements, the Proponent should provide Rates for the exact core Products listed or Products of an alternate OEM as long as the specifications of the proposed alternative Product meet or exceed the listed core Product in Part 1 – Core Products of Appendix C – Commercial Response.

The core Product list may be adjusted as set out in Section 2.20.3 Optional Core Product Refresh to reflect the type and volume of Product purchased by Clients.

#### 2.2.2 Non-Core Products

Non-core Products are in addition to those set out in the core Products list, which may be required by Clients during the Term of the Agreement.

Proponents should provide a discount percentage off Proponent's Canadian price list for all non-core Products in Part 2 – Non-core Products of Appendix C – Commercial Response.

### 2.3 Description of Services

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

- Consultation and needs assessment;
- Project management;
- Engineering and design;

- Programming;
- Installation;
- Training;
- Asset tagging;
- Technical support;
- Warranty;
- Preventative maintenance;
- Parts and repair; and,
- End-of-life Product management.

### **2.3.1 Consultation and Needs Assessment Services**

The Supplier shall provide consultation and needs assessment Services to Client upon request, and shall include the following at a minimum:

- Onsite inspection of Client's physical location as allowed by the Client's Health and Safety Governance models;
- Analysis and assessment of Client's requirements; and,
- Requirements documentation.

The requirements document must include any room or building modifications the Client must complete before technology integration work can begin (i.e., conduits installed, HVAC addressed, walls moved, electrical work completed, etc.), as well as any other impact Services may have in and around the site.

The Supplier must have the minimum qualifications to provide consultation and needs assessment Services as described in Section 2.4 Qualifications.

### **2.3.2 Project Management Services**

The Supplier shall provide project management Services to Client upon request, and shall include the following at a minimum:

- Develop and monitor project timelines and budgeting;
- Develop and monitor tasks and milestones;
- Review Product specifications and documentation;
- Carry out interim onsite inspection as necessary;
- Provide progress report;
- Attend meetings as per Client's request; and,
- Act as Client's project representative as per Client's request.

### **2.3.3 Engineering and Design Services**

The Supplier shall provide engineering and design Services to Client upon request, and shall include the following at a minimum:

- Expertise for the development of audio and visual system solution;
- List of Products and specification;
- Quick Quote for audio and visual system solution; and,
- Engineer and design documentation (i.e. engineering drawings, wiring diagrams, up-to-date floor plans, electric diagrams etc.).

The quote shall exclude any building modifications the Client may need to perform before technology integration can begin.

The Supplier must have the minimum qualifications to provide engineering and design Services as described in Section 2.4 Qualifications.

#### **2.3.4 Programming Services**

The Supplier shall provide programming Services to Client upon request, and shall include the following at a minimum:

- Expertise for the development of control system solution; and,
- Programming code documentation

The Supplier must have the minimum qualifications to provide programming Services as described in Section 2.4 Qualifications.

As referenced in Section 2.5 Code Documentation, all un-compiled source codes are the property of the Client.

#### **2.3.5 Installation Services**

The Supplier shall provide installation Services to Client upon request, and shall include the following at a minimum:

- Installation of Products and related infrastructure in rooms as specified;
- Adhering to OEM specific installation instruction and guidelines;
- Submit OEM warranty on behalf of Client and provide warranty record on the completion of installation services;
- Drawing packages and/or design plans prior to the physical installation of the Products, detailing all connectivity and functional descriptions for the Client to review and verify that the intent of the Product has been captured and will be installed, as referenced in Section 2.6 Documentation and Knowledge Transfer;
- Installation team commensurate with the scope of work and installation timeline;
- Installation schedule that will adhere to the installation timeline as outlined by the Client;
- Work according to Client's policies and procedures;
- Ensure all equipment to perform the services is installed as per local codes and requirements; and,
- Required tools and equipment in delivery of Services, (e.g. lifts, ladders, scaffold, installation instrumentation, computers, and test equipment necessary to fulfill the scope of work).

As referenced in Section 2.3.8.3 Service Warranty, installation Services shall be warranted for a minimum of one (1) year from the date of Service completion.

The Supplier must have the minimum qualifications to provide installation Services as described in Section 2.4 Qualifications.

#### **2.3.6 Training Services**

The Supplier shall provide training Services to Client upon delivery and/or integration of the Products, the Supplier shall provide the Client with the basic functional and technical training at no additional cost.

The Supplier may also provide other types of training such as but not limited to:

- A train the trainer program to Client's designated staff (i.e. IT staff). Training programs will be delivered by instructors certified by the Supplier to deliver the program once the Products have been delivered;
- Online tutorials;
- Training material (i.e. user guides, tip sheets, etc.); and,
- End-user training sessions.

Proponents should provide Rates for additional training Services at cost in Part 3 – Services of Appendix C – Commercial Response.

### **2.3.7 Asset Tagging Services**

The Supplier shall provide asset tagging Services to Client upon request, and shall include the following at a minimum:

- Paper labels affixed to the Product; and,
- Other electronic identification tagging.

### **2.3.8 Warranty Services**

#### **2.3.8.1 Standard OEM Product Warranty**

The Supplier shall ensure that all proposed Products have a minimum standard OEM's warranty from the date of delivery against the following but not limited to:

- Faulty material;
- Manufacturing defects; and
- Poor workmanship.

The standard Product warranty period, including labour, parts, material, travel and overhead, shall at the minimum be for one (1) year from the date of delivery of the Product or the standard warranty period that is offered by the OEM, if greater.

Under the warranty period, the Supplier shall be responsible for extraction, packaging and shipping of the faulty Product, diagnosed for repair or replacement.

The Client may be responsible for the shipping cost of the part being returned if the Supplier has to un-install the Product from the Client's site, if the faulty Product is out-of-warranty.

The Supplier will be responsible for any shipping costs of repaired or replacement Product back to the Client related to any approved warranty repairs.

Clients may require replacement Product during the warranty repair period at no additional cost to the Client.

Related warranty repairs, must only be performed by an OEM Authorized Service Provider ("ASP").

#### **2.3.8.2 Optional Extended Warranty Coverage**

The Supplier shall, upon the Client's request, provide optional extended warranty at the time of a Quick Quote and/or before the expiry of standard OEM warranty. The terms and conditions of the optional extended warranty should be equal to or better than the standard OEM warranty.

#### **2.3.8.3 Service Warranty**

The Supplier shall ensure that installation Services have a minimum of one (1) year warranty for the labour performed from the date of Service completion at no additional cost to Clients.

The Supplier shall provide monthly reporting at the Client's request that provides at a minimum:

- Number of calls received;
- The incident type; and
- Resolution and/or actions taken.

The Client and Supplier shall mutually agree upon any other information that may be required in the report.

### **2.3.9 Preventative Maintenance Services**

The Supplier shall, upon the Client's request, at the time of a Quick Quote and/or Product orders provide preventative maintenance Services with the following at a minimum:

- Guaranteed onsite service;
- Support options; and,

- Timely/cost effective Product replacement plans.

### **2.3.10 Technical Support Services**

The Supplier shall provide remote technical support Services at no additional cost to Clients with the following at a minimum:

- Standard business hours (i.e., 9 am to 5 pm, Monday to Friday) technical support; and
- Optional twenty-four hours a day, seven days a week (24/7) technical support.

The Supplier may also provide Clients with online chat-room/technical forum and knowledge base access.

### **2.3.11 Parts and Repair Services**

For applicable out-of-warranty Products, the Supplier shall provide parts and repair Services. Service Rates are as proposed in Appendix C – Commercial Response.

Where applicable, Services such as post-warranty repairs shall be warranted for a minimum of one (1) year from the date of Service completion.

### **2.3.12 End-of-Life Product Management Services**

The Supplier shall provide end-of-life Product management Services to Clients with the following at a minimum:

- End-of-life Product notifications; and,
- Recommended replacement Product.

The Supplier shall not arbitrarily discontinue Products, unless it is deemed to be at end-of-life by the OEM. When discontinuing Products, the Supplier shall provide a written notice to OEM and the affected Client at every optional Rate refresh period as referenced in Section 2.20.3 Optional Core Product Refresh.

Further, the Supplier shall ensure that in the event a proposed Product and/or Product requested for a Quick Quote become unavailable, a replacement Product shall be proposed.

Replacement Products shall be Products of equal or greater functional capabilities/specifications than those of the end-of-life Product.

Clients may request testing for replacement Products.

## **2.4 Qualifications**

The Supplier should have at a minimum the following Audiovisual and Integrated Experience Association (AVIXA) certifications for providing Services:

- Certified Technology Specialist™ (CTS);
- Certified Technology Specialist™ Certified Designer (CTS-D); and
- Certified Technology Specialist™ Certified Installer (CTS-I).

The Supplier should also possess OEM specific certifications to gain basic, intermediate, and advanced programming skills to build control system solutions as required.

The Supplier shall provide all Service providing personnel's contact information that will be servicing the Client's specific project in advance of commencing the work. The details shall include the following, but not be limited to:

- Contact Name;
- Telephone Number;
- Email Address;
- Certifications (AVIXA, OEM specific certifications, and other certifications); and,

- Experience.

During the Term of the Agreement, the Supplier shall list all personnel providing Services involved in the project along with their respective experience and contact information above.

## **2.5 Code Documentation**

The Client shall own all intellectual property on programming codes developed to integrate the various Products.

The Supplier must provide all final un-compiled codes, as installed in the final build and integration of Products to the Client. Code documentation must be provided to Client within five (5) Business Days following the request, or otherwise as mutually agreed upon between the Client and the Supplier.

The Supplier must provide a well-documented code for the Client to evaluate and approve before commencing the project, upon request by the Client.

The Client may request for a sample of coding to evaluate the quality of programming capabilities before signing a Client Supplier Agreement or finalizing details of a Quick Quote.

## **2.6 Documentation and Knowledge Transfer**

All Product documentation for any installation Services must be provided by Supplier to Client (i.e. engineering drawings, wiring diagrams, up-to-date floor plans, electric diagrams etc.).

The Supplier should also provide manufacturer specification data sheets for all major Product components.

## **2.7 Product Testing**

There is a breadth of Product requirements and a vast number of Clients across the Province of Ontario. Suppliers and Clients shall mutually agree to Product testing requirements.

Prior to or during the CSA execution process, Clients may request Products for testing to ensure they meet their specific requirements and to assess their suitability for purpose. The duration and any associated costs of the testing shall be determined mutually by the Client and Supplier.

Suppliers should:

- Ensure that the Product will function appropriately within the Client's environment;
- Provide adequate information;
- Provide the appropriate quantity and information required by the Client to perform the test; and
- Work directly with Clients to ensure that the specifications and features meet their specific requirements.

## **2.8 Trade-In Discount**

The Supplier may offer Clients a discount or credit for the return of old and/or competitor Products.

## **2.9 Order Management**

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

- Electronic Commerce;
- Electronic Data Interchange ("EDI");
- Electronic mail ("Email");
- Facsimile ("Fax");
- Telephone; and,
- Online ordering with a secure and dedicated login for Products established under the Agreement



### **2.9.1 Electronic Commerce**

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

### **2.9.2 No Minimum Order**

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

### **2.9.3 Delivery**

All Products will be Delivered Duty Paid (“DDP”) **inside the door** of the Client’s location as requested. Clients may have more than one (1) location within their organizations (i.e. one hundred (100) individual schools, three (3) campuses etc.).

Delivery charges of any kind (e.g. for orders, replacements, recalls, returns, warranty) will **not** be accepted or paid.

The Client and Supplier may agree to other delivery terms which are mutually beneficial to each party. These terms may include blanket purchase orders with scheduled release dates, bulk or large orders requiring the coordination of freight forwarders or special delivery requirements (i.e. specific hours).

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

Upon request from the Client, the Supplier will remove Products from packaging and dispose of packaging materials at no additional charge.

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

### **2.9.4 Lead-Time**

The maximum lead-time for Product and Service delivery is six (6) weeks from the date of order to Client’s specified delivery location.

Lead-time for all Products and Services shall be provided to the Client at the time of a Quick Quote.

Understanding that there may be extenuating circumstances (i.e. a longer delivery lead-time when purchasing custom-configured Products), which must be communicated immediately to the Client and mutually agreed upon.

### **2.9.5 Damaged or Defective Shipments**

The Supplier shall ensure the Product and Services meet the Client’s specified quality levels and specifications. Product and Services may not be acceptable to the Client if the Supplier did not follow the Client’s instructions.

The Supplier will be responsible for all shipping costs related to the return and re-shipping of any damaged or defective items used in the installation.

### **2.9.6 Dead-on-Arrival Products**

The Supplier shall provide an exchange for any dead-on-arrival (“DOA”) Products that do not work at first power-up at the Client’s site.

The Supplier shall deliver the new replacement Product to the same Client location, within five (5) Business Days of notification by the Client at no extra charge to the Client. The Supplier shall ensure the new replacement Product is configured to meet the Client’s needs.

The Supplier shall provide a no-cost spare Product, if required by the Client.

#### **2.9.7 Product Recalls**

The Supplier will be responsible for managing Product and or part recalls and informing the Clients and OEM in a timely manner. If a recall occurs, the Supplier shall be responsible for all applicable costs (e.g. return, replacement, delivery).

The Supplier shall provide a no-cost replacement Product, if required by the Client.

#### **2.9.8 Return**

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

#### **2.10 Invoicing**

Flexibility in invoicing processes is required. The Client and Supplier can mutually agree to invoicing details when executing a CSA.

The Supplier shall, for Clients using SciQuest, support cXML and/or portal invoicing functionality.

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

- Client name and location;
- Client purchase order number (if applicable) and order date;
- Description of Product and/or Service provided and Rates; and,
- HST and total cost.

#### **2.11 Payment Terms and Methods**

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

Note – Client's payment terms will **not** be in effect until the Supplier provides an **accurate** invoice. Payment terms will not be in effect until Products and Services are delivered to Client's specified delivery location, different payment terms, however, may be mutually agreed upon between the Client and Supplier.

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

##### **2.11.1 Electronic Fund Transfer**

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

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

##### **2.11.2 Financial Incentives to Clients**

Where feasible, the Supplier shall propose financial incentives to Clients to promote additional cost savings resulting from operational efficiencies or marketing opportunities that may include, but are not limited to:

- Increased online ordering;
- Use of P-Card;

- Early payment discount for Clients
- Trade-in for the return of old and/or competitor Products; and,
- Higher volumes/overall growth in business.

In consultation with OEMC, the Client may negotiate specific details related to one (1) or more financial incentives.

The financial incentives the Supplier and Client agree to shall be incorporated into the CSA and reviewed and adjusted (e.g. annually), as required and reported to OEMC in the spend report on a monthly basis for each Client.

The financial incentive to Clients can be reviewed and adjusted annually as required.

## **2.12 Customer Support to Clients**

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

- A responsive account executive (or team of personnel lead by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing ordering, administrative, operational support and issue resolution;
- Responding to Client's inquiries (e.g. to day-to-day activities) within one (1) Business Day;
- A dedicated project manager for Product and Service delivery;
- Easy access to the Supplier (e.g. by online, telephone number, email, and voicemail) during Client's Business hours (i.e., Eastern Standard Time);
- Knowledge transfer, and no-charge educational events (e.g. webinars), if available;
- Perform customer satisfaction surveys coordinated with OEMC;
- Attend meetings with Clients, as requested; and,
- Provide reports, upon request.

### **2.12.1 Transition**

The Supplier shall provide support if the Client is transitioning **to** and/or **from** a different organization at no additional cost ensuring seamless transition, and minimal service disruption to Clients

## **2.13 Agreement Management Support to OEMC**

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

- Assigning an OEMC account executive responsible for overseeing all aspects of the Client relationship and issues, providing OEMC support of the Master Agreement;
- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- Promoting the Agreement within the Client community;
- Attending periodic (e.g. annually or semi-annually) business review meetings with OEMC to review:
  - The previous period's Performance Management Scorecard;
  - CSAs and upcoming opportunities will be reported to OEMC (active and those pending);
  - Deliverables and potentially other related Products and Services to support Client's business requirements;
  - Issue management and opportunities for improvement;
  - Review and monitor performance management compliance;
- Monitoring, managing and reporting pricing, savings and customer satisfaction; and
- Timely submission of reports showing invoiced Products and Services, the applicable CRF, and other ad hoc reports requested.

### **2.13.1 Supplier's Performance Management Scorecard**

To ensure Agreement requirements are met, the Supplier's performance will be measured and tracked by OEMCM as described in Appendix H – Supplier's Performance Management Scorecard.

### **2.13.2 Reporting to OEMCM**

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

- Monthly:
  - Sales reports;
  - Quick Quote status reports;
  - CSA status reports;
- Quarterly:
  - Performance management reporting.

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

#### **2.13.2.1 Sales Reports**

The Supplier shall be responsible for providing monthly sales reports to OEMCM. The reports shall include, but not be limited to:

- Client's organization name;
- Client's sector (College, School Board, University or other BPS);
- Client's address where the Product and Services were delivered to;
- Product details (e.g., description, OEM, OEM's part number, the Supplier's part number);
- Service details (e.g., service description);
- Quantity;
- Rates and Total cost (subtotal excluding taxes);
- Customer savings; and
- Cost Recovery Fees.

#### **2.13.2.2 Quick Quote Report**

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

- Quick Quote reference numbers;
- Client's organization name;
- Client contact;
- Quick Quote summary (e.g. Products and Services requested, committed volume);
- Value of the Quick Quote;
- Customer savings; and,
- Quick Quote status (e.g. submitted to Client, due date to Client).

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

#### **2.13.2.3 CSA Status Report**

CSA reports should at a minimum include the status of the CSA, i.e. pending, completed.

#### **2.14 Disaster Recovery and Business Continuity**

The Supplier is to provide to OECM and/or Clients upon request, relevant information about the Supplier's disaster recovery and business continuity program including the process, policies and procedures related to preparing for recovery or continuation of Products, Services, and support critical to Clients.

#### **2.15 Workplace Hazardous Materials Information System**

The Supplier should provide Workplace Hazardous Materials Information System (WHMIS) material safety data sheets (MSDS) for applicable Products provided. Additionally, the Supplier should provide the Client's personnel WHMIS training, as it relates to the Products, Services and equipment, in accordance with the Ontario Occupational Health and Safety Act.

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

#### **2.16 Electrical Requirements**

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

#### **2.17 Licenses, Right to Use and Approvals**

Suppliers shall obtain all permits, licenses, and approvals required in connection with the supply of the Products and Services. The costs of obtaining such permits, licenses, 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 permit, license, 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 permit, license, or approval.

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

OECM and its Clients are committed to the highest possible standards for accessibility. The Supplier must be capable to recommend and deliver, as appropriate for the Deliverables, accessible and inclusive 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 <https://www.ontario.ca/laws/statute/05a11>

#### **2.19 Documentation**

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

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

#### **2.20 Rates Methodology**

Four (4) types of Rates shall be applicable to the Products and Services in the Agreement resulting from this RFP:

- Maximum net Rates for core Products;
- Minimum percentage discount off of Supplier's Canadian price list for non-core Products;
- Maximum Rates for Services; and,

- Additional percentage discount off for Product volume purchase.

The proposed Rates shall be firm until August 31, 2020, with optional Rate refresh periods as stated in Section 2.20.2 Optional Rate Refresh.

The Supplier may, however, lower its Rates for specific Client Products and/or Services when the Client and Supplier mutually agree without affecting the Rates in the Agreement.

### **2.20.1 Travel Expenses**

Applicable expenses for travel, meals and/or accommodation, if any, to perform Services must be approved by the Client in advance.

### **2.20.2 Optional Rate Refresh**

OECM's goal is to keep Rates as low as possible for Clients. However, the Supplier may request a Rate refresh of the Rates by providing a written notice at least one hundred and twenty (120) days prior to August 31, 2020 and subsequently every year thereafter including the extension periods, if exercised.

As part of any review, OECM will consider Rate adjustments that reflect changes in operation, adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, Fair Wage Policy, substantial fluctuations in foreign exchange Rates as published by Bank of Canada, ordinances or tariffs. Any Rate refresh request from a Supplier must be accompanied and supported by the OEM (if the Supplier is a reseller) by appropriate documentation (i.e. Supplier's most current Canadian price list, OEM's letter of increases, detailed calculations, and individual Client impact analysis) to support any Rate adjustment. OECM may also incorporate a third party index (e.g. Consumer Price Index) in its Rates review. OECM will not consider any fixed costs or overhead adjustments in its review.

Rate adjustments from a substantial fluctuation between the Canadian dollar ("CAD") and United States dollar ("USD") exchange rate may be considered where the average USD-to-CAD exchange rate has a variance of a plus or a minus five percent (+/- 5%) or greater to the baseline rate established by OECM. Any such request from the Supplier must be accompanied by supporting evidence that the fluctuation in the exchange rate had a direct impact on the Rates of the Products and Services.

Volumes and Agreement management performance (i.e. Supplier's Performance Management Scorecard results) will be considered when contemplating a Rate refresh.

If a proposed Rate refresh was agreed upon between OECM and the Supplier, the new Rates would only be applicable to Products and Services ordered after the amendment effective date of the agreed upon Rate change. The effective date of the Rate change must allow Clients a minimum of thirty (30) day prior notice. If, however, a proposed Rate increase is not accepted by OECM the Agreement shall be terminated within one-hundred and twenty (120) days unless the Supplier agrees to withdraw its request for a Rate increase and continue the provision of the Products and Services at the lower agreed upon Rates.

If a Rate refresh request is not requested, the Rates from the previous year shall remain in effect until the next Rate refresh opportunity.

Decreases to the Rates shall be accepted at any time during the Term of the Agreement.

Agreements will be amended according.

### **2.20.3 Optional Core Product Refresh**

Core Products by their nature are commonly high volume Products. To ensure the list of core Products remains relevant, OECM or the Supplier may request an annual review of the core Product list. If requesting a core Product refresh, the Supplier or OECM shall provide a written notice to the other party at least one hundred and twenty (120) days prior to August 31, 2019 and subsequently every year thereafter including the extension periods, if exercised.

Any core Product refresh request from the Supplier must be accompanied by appropriate documentation, such as Product description, OEM, OEM product number, Supplier product number, and rationale for the Product addition.

End-of-life Products shall be replaced with recommended replacement Products at every optional core Product refresh period, as referenced in Section 2.3.12 End-of-Life Product Management Services.

Rates, for newly added core Products will be negotiated at the time ensuring they align with similar Products already on the list. All other core Products shall remain unchanged, unless adjusted as described in Section 2.20.2 Optional Rate Refresh.

Agreements will be amended accordingly.

#### **2.20.4 Optional New Product and Service Addition**

During the Term of the Agreement, if mutually agreed upon by OEMC and the Supplier, other Product and Services (e.g. emerging technology/innovation) may be added to the Agreement to align with Client needs.

Additional Product and/or Service requests from the Supplier must be accompanied by appropriate documentation (e.g. Product and/or Service description, OEM, OEM product number, Supplier product number, and rationale for the addition).

Volumes and Agreement management performance (i.e. Supplier's Performance Management Scorecard results) will be considered when contemplating adding Products and/or Services to the Agreement. In the event the Supplier's performance is poor and/or unacceptable, OEMC may not agree to the Supplier's Product or Service addition request. All other Products and Services shall remain unchanged.

The Supplier may request the addition of Products and Services annually. The first Products and Services refresh will occur and become effective September 1, 2019 and subsequently every year thereafter including the extension periods, if exercised.

The Supplier shall provide a written notice to OEMC at least one hundred and twenty (120) days prior to August 31<sup>st</sup> if requesting the addition of Product and/or Service.

Rates, for newly added Products and Services, will be negotiated at the time ensuring alignment with similar Products and Services currently available on the Agreement.

Agreements will be amended accordingly.

#### **2.21 Saving Calculation**

OEMC tracks, validates, and reports on savings on all of its agreements. Once OEMC receives Client approval, the Supplier shall provide OEMC with the Clients' historical spend (i.e. baseline information) prior to the effective date of this Agreement if applicable.

#### **2.22 OEMC Cost Recovery Fee**

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

The Supplier shall pay to OEMC a CRF of two point nine five percent (2.95%) on all Products and Services – core Products, non-core Products, and Services – invoiced by the Supplier to the Clients through the Term of the Agreement. The CRF shall be paid to OEMC on a quarterly basis based on the calendar year. HST is applicable to the CRF payments made to OEMC.

- The first CRF shall be paid to OEMC by July 12, 2019, and shall include any Client purchases made between the Agreement execution date and June 30, 2019; and,
- The CRF shall be paid quarterly thereafter.

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

During the Term of the Agreement, OEMC may implement other CRF methodologies. Should this take place, the maximum CRF noted above shall not increase.

[End of Part 2]

## PART 3 – EVALUATION OF PROPOSALS

### 3.1 Stages of Proposal Evaluation

OECM will conduct the evaluation of Proposals in the following **seven (7)** stages:

Stages	Evaluation	Scoring Methodology and Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	Pass/Fail	Pass
Stage II	Technical Response	300	150
Stage III	Optional Presentation	No Point Allocation	Not Applicable
Stage IV	Commercial Response	200	Not Applicable
Stage V	Cumulative Score	500	Not Applicable
Stage VI	Tie Break	No Point Allocation	Not Applicable
Stage VII	Negotiations	No Point Allocation	Not Applicable

### 3.2 Stage I – Review of Qualification Responses (Pass/Fail)

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

The Proponent must ensure that all qualification requirements have been addressed satisfactorily in its Proposal, in order for the Proposal to proceed to Stage II of the evaluation process.

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

A Proposal must include the following **six (6)** qualification submission forms (if applicable):

Appendix	Title of Appendix	Method of Submission
Appendix B	Form of Offer	<u>Complete within</u> OTP
Appendix C	Commercial Response	<u>Upload to</u> OTP
Appendix F	Consortium Information Form, if applicable	<u>Complete within</u> OTP, if applicable
Appendix G	Compliance with Agreement	<u>Upload to</u> OTP
Appendix L	OEM Undertaking	<u>Upload to</u> OTP, if applicable
N/A	Reseller Authorization Letter	<u>Upload to</u> OTP, if applicable

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

The Proponent will not be able to submit a Proposal after the Closing Date.

If the Proponent fails to insert any information required on the Form of Offer, and/or the Consortium Information 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/or the Consortium Information 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 – Appendix B (Qualification Response Form)

The Proponent's Proposal must include a fully completed Appendix B – Form of Offer within OTP.



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

**(b) Insurance**

By completing the Form of Offer, the Proponent agrees, if selected, to carry appropriate insurance as outlined in Appendix A – Form of Agreement. The Preferred Proponent must provide proof of such insurance coverage in the form of a valid certificate of insurance prior to the execution of the Agreement by OECM.

**(c) General**

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

A Proposal that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the RFP may be disqualified.

**3.2.2 Commercial Response – Appendix C**

The Appendix C – Commercial Response, posted as a separate Microsoft Excel file, must be completed and uploaded into the Commercial Envelope in OTP in accordance with the instructions contained below and in Appendix C, provided that the following shall apply:

- The Proponent shall propose Rate for Products and Services as defined in Section 2.20 Rates Methodology;
- Unless otherwise stated all Rates shall be provided in Canadian funds and shall include all applicable costs, including, but not limited to overhead, materials, fuel, fuel surcharge, duties, tariffs, travel, delivery, office support, profit, permits, licences, labour, insurance, and Workplace Safety Insurance Board costs;
- All Rates shall be quoted exclusive of the HST, or other similar taxes; 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 its Commercial Response.

**3.2.3 Consortium Information Form – Appendix F (If Applicable)**

Each Proposal must include, a fully completed Appendix F – Consortium Information Form within OTP, if applicable to the Proponent.

**3.2.4 Compliance with Agreement – Appendix G**

The Appendix G – Compliance with Agreement must be completed, and uploaded into the Qualification Envelope in OTP.

**3.2.5 OEM Undertaking and Reseller Authorization**

As further described in Section 4.3.2.1, the following must be completed, and uploaded into the Qualification Envelope in OTP.

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

The Appendix L – OEM Undertaking, posted as a separate Microsoft Word file, must be completed and uploaded into the Qualification Envelope in OTP, if the Proponent is a reseller of any proposed Products and Services.

- **Reseller Authorization Letter (If Applicable)**

A reseller authorization for proposed Product and Service, as further described in Section 4.3.2.2 must be uploaded into the Qualification Envelope in OTP, if the Proponent is a reseller of any proposed Products and Services.

### 3.3 Stage II – Appendix E – Technical Response

The Appendix E – Technical Response includes a series of questions the Proponent is required to respond to. The responses will be assessed to determine the Proponent's ability to fulfill the RFP Deliverables.

Stage II will consist of an evaluation and scoring of each Eligible Proposal on the basis of the Proponent's Technical Responses. Only information contained within Appendix E – Technical Response will be evaluated in Stage II.

A Proposal that meets or exceeds the minimum thresholds will 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 will **not** be evaluated further.

It is important that the Proposal clearly provides 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, OEMC 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.

A Proposal that does not respond to a particular question, or is left blank or contains a response of N/A or not applicable will receive a zero (0) score.

Each Technical Response should:

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

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

Technical Response Components	Available Points	Minimum Threshold, if any
1. Proponent's Experience and Qualification	60	30
2. Service Offering	110	55
3. Order Management	40	Not Applicable
4. Customer Support and Account Management	70	Not Applicable
5. Key Performance Indicators	20	Not Applicable
<b>TOTAL POINTS:</b>	<b>300</b>	<b>150</b>

Detailed point allocations are set out in Appendix E – Technical Response.

N/A indicates not applicable.

Stage II resulting scores, per Proposal, will be applicable to all proposed Zones and used when determining the cumulative score as described below in Section 3.6.

### 3.4 Stage III – Optional Presentation

Proponents with the highest scoring Proposals or all Proponents may be invited to a presentation.

It is anticipated that the presentation, if required, will occur at OECM or at a Client's location in the Greater Toronto Area. The Proponent should ensure its key Products and Services are available to attend the presentation.

OECM will send a notice and further detail to the Proponent being invited at least three (3) Business Days and not more than ten (10) Business Days in advance of the proposed date and time for the presentation. If the Proponent is unable to conduct the presentation at the proposed date and time, OECM will use reasonable efforts to: (i) find a mutually agreeable time on the date proposed by OECM; and, (ii) if OECM and Proponent are unable to do so, find a mutually agreeable time on a day prior to the date originally proposed by OECM.

Proponents may be required to answer questions during the presentation. There may be a time restriction to the question and answer period.

The presentation session is not an occasion for the Proponent to amend its Proposal.

#### 3.4.1 Content

The Proponent may be asked to address its capabilities as they relate to the Deliverables in this RFP, such as:

- Exhibiting the capabilities of its Products and Services;
- Demonstrating its ability to satisfy OECM's agreement administration and support as set out in Section 2.13 Agreement Management Support to OECM;
- Implementation plan; and,
- Exhibit how it's Product and Service offering brings value and savings to OECM Clients.

#### 3.4.2 Attendance

Up to five (5) Proponent participants (including technical staff) may attend the presentation.

### 3.5 Stage IV – Commercial Response

At the completion of Stage III of the evaluation, Appendix C - Commercial Response will be opened for all Eligible Proposals.

**A separate evaluation and scoring of the Commercial Response will be conducted for each Zone proposed.**

The Proponent should submit one (1) Appendix C – Commercial Response regardless of the number of Zones being proposed.

The following table provides an overview of the point allocations for the applicable Commercial Response components:

Commercial Response Components	Available Points for Each Zone
1. Core Products	90
2. Non-Core Products	60
3. Services	40
4. Additional Discount for Product Volume Purchase	10
<b>TOTAL POINTS:</b>	<b>200</b>

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

### 3.5.1 Commercial Response Evaluation

The evaluation and scoring of the Commercial Response will occur in the following five (5) Steps:

- Step 1 – evaluation and scoring of maximum Rates for core Products;
- Step 2 – evaluation and scoring of minimum percentage discount off for non-core Products;
- Step 3 – evaluation and scoring of maximum Rates for Services;
- Step 4 – evaluation and scoring of additional percentage discount off for Product volume purchase; and,
- Step 5 – total scores of the above four (4) steps.

**The following is an EXAMPLE of how the evaluation and scoring of Commercial Response will occur for one (1) Zone.**

Step 1 – evaluation and scoring of maximum net Rates for core Products:

The table below illustrates how points will be calculated for maximum net Rates for each core Product:

<b>STEP 1 – EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR PART 1 – CORE PRODUCTS, PRODUCT # 2, 5-PORT POE SWITCH</b>		
<b>Proposed Rates</b>	<b>Calculation</b>	<b>Resulting Points</b>
If Proponent 1 proposes the lowest net Rate of \$100.00, it would receive 100% of the points allocated.	$\$100 \div \$100 \times 1.0 \text{ Point}$	1.0
If Proponent 2 proposes the second lowest net Rate of \$125.00, it would receive 80% of the points allocated.	$\$100 \div \$125 \times 1.0 \text{ Point}$	0.8
If Proponent 3 proposes the third lowest net Rate of \$200.00, it would receive 50% of the points allocated.	$\$100 \div \$200 \times 1.0 \text{ Point}$	0.5

The maximum net Rate for each core Product 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 Part 1 – Core Products of Appendix C – Commercial Response.

Where:

- \$0.00 is entered in any Rate cell, it is deemed to mean that the particular Product will be provided to Clients at no cost. Therefore, when evaluating and scoring the Rates, a Proposal specifying \$0.00 in a Rate cell shall receive the maximum point allocation for that particular Product.
- N/A or not applicable is entered or there is left blank cell for the Product, it is deemed to mean that the particular Product will not be provided to Clients. Therefore, when evaluating and scoring the Rates, a Proposal specifying N/A or not applicable, or left blank will receive a zero (0) point allocation for that particular Product.

In this example, the process will result in the following **hypothetical** scores on the proposed maximum net Rates for Part 1 – Core Products in Step 1:

- Proponent 1 = 90 points
- Proponent 2 = 70 points
- Proponent 3 = 45 points

Step 2 – evaluation and scoring of minimum percentage discount off for non-core Products:

The table below illustrates how points will be calculated for minimum percentage discount off for each non-core Product category:

<b>STEP 2 – EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR PART 2 – NON-CORE PRODUCTS, CONTROL SYSTEM SOLUTIONS</b>		
<b>Proposed Rates</b>	<b>Calculation</b>	<b>Resulting Points</b>
If Proponent 1 proposes the highest averaged percentage discount of 30%, it would receive 100% of the points allocated.	$30\% \div 30\% \times 10.0$ Points	10.0
If Proponent 2 proposes the second highest averaged percentage discount of 24%, it will receive 80% of the points allocated.	$24\% \div 30\% \times 10.0$ Points	8.0
If Proponent 3 proposes the third highest average percentage discount of 15%, it will receive 50% of the points allocated.	$15\% \div 30\% \times 10.0$ Points	5.0

The proposed minimum percentage discount off will be evaluated and scored using a relative formula (i.e. by dividing that Proponent's percentage into the highest percentage) for proposed minimum percentage discount off in Part 2 – Non-Core Products of Appendix C – Commercial Response.

Where:

- 100% is entered in any Rate cell, it is deemed to mean that the particular Product will be provided to Clients at no cost. Therefore, when evaluating and scoring the Rates, a Proposal specifying 100% in a Rate cell shall receive the maximum point allocation for that particular Product.
- 0% or blank is entered in any Rate cell, it is deemed to mean that the particular Product will be provided to Clients at Supplier's Canadian list price. Therefore, when evaluating and scoring the Rates, a Proposal specifying 0% or blank in a Rate cell shall receive the minimum point allocation for that particular Product.
- N/A or not applicable in any Rate cell, it is deemed to mean that the particular Product will not be provided to Clients. Therefore, when evaluating and scoring the Rates, a Proposal specifying N/A or not applicable in a Rate will receive a zero (0) point allocation for that particular Product.

In this example, the process will result in the following **hypothetical** scores on proposed minimum percentage discount off for Part 2 – Non-Core Products in Step 2:

- Proponent 1 = 60 points
- Proponent 2 = 50 points
- Proponent 3 = 30 points

Step 3 – evaluation and scoring of maximum Rates for Services:

The table below illustrates how points will be calculated for maximum Rates for each Service:

<b>STEP 3 – EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR PART 3 – SERVICES, INSTALLATION</b>		
<b>Proposed Rates</b>	<b>Calculation</b>	<b>Resulting Points</b>
If Proponent 1 proposes the lowest net Rate of \$100.00 per hour for installation, it would receive 100% of the points allocated.	$\$100 \div \$100 \times 8.0$ Points	8.0
If Proponent 2 proposes the second lowest net Rate of \$200.00 per hour for installation, it would receive 50% of the points allocated.	$\$100 \div \$200 \times 8.0$ Points	4.0
If Proponent 3 proposes the third lowest net Rate of \$400.00 per hour for installation, it would receive 25% of the points allocated.	$\$100 \div \$400 \times 8.0$ Points	2.0

The maximum Rate for each Service will be evaluated and scored using a relative formula (i.e. by dividing that Proponent's Rate into the lowest Rate bid) for Rates in Part 3 – Services of Appendix C – Commercial Response.

Where:

- \$0.00 is entered in any Rate cell, 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 Rate cell shall receive the maximum point allocation for that particular Service.
- N/A or not applicable is entered or there is left blank cell for the 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 left blank in any Rate cell will receive a zero (0) point allocation for that particular Service.

In this example, the process will result in the following **hypothetical** scores on proposed Rates for Part 3 – Services in Step 3:

- Proponent 1 = 40 points
- Proponent 2 = 20 points
- Proponent 3 = 10 points

Step 4 – evaluation and scoring of additional percentage discount off for Product volume purchase:

The table below illustrates how points will be calculated for additional percentage discount off for Product volume purchase:

<b>STEP 4 – EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR PART 4 – ADDITIONAL DISCOUNT FOR PRODUCT VOLUME PURCHASE, PRODUCT VOLUME TIER FOR 250 – 299 UNITS</b>		
<b>Proposed Rates</b>	<b>Calculation</b>	<b>Resulting Points</b>
If Proponent 1 proposes the highest percentage discount of 30%, that Proponent will receive 100% of the possible points.	$30\% \div 30\% \times 1.0 \text{ Point}$	1.0
If Proponent 2 proposes the second highest percentage discount of 24%, it will receive 80% of the possible points.	$24\% \div 30\% \times 1.0 \text{ Point}$	0.8
If Proponent 3 proposes the third highest percentage discount of 15%, it will receive 50% of the possible points.	$15\% \div 30\% \times 1.0 \text{ Point}$	0.5

The proposed additional percentage discount off for Product volume purchase will be evaluated and scored using a relative formula (i.e. by dividing that Proponent's percentage into the highest percentage) for proposed additional percentage discount off total Product net purchase order value in Part 4 - Additional Discount for Product Volume Purchase of Appendix C – Commercial Response.

Where:

- 0% or blank is entered in any Rate cell, it is deemed to mean that the discount for that particular Product volume tier will **not** be provided to Clients. Therefore, when evaluating and scoring the Rates, a Proposal specifying 0% or blank in a Rate cell in shall receive a zero (0) point score for the particular Product volume tier.

In this example, the process will result in the following **hypothetical** scores on proposed additional percentage discount off total Product net purchase order value for Part 4 – Additional Discount for Product Volume Purchase in Step 4:

- Proponent 1 = 10 points
- Proponent 2 = 8 points
- Proponent 3 = 5 points

Step 5 – total scores of the above four (4) steps:

The resulting scores of steps one (1) through four (4) will be totaled; the table below illustrates the total scores for pricing evaluation:

<b>STEP 5 – <u>EXAMPLE</u> OF TOTAL SCORE FOR COMMERCIAL RESPONSE EVALUATION</b>			
<b>Commercial Response Components</b>	<b>Proponent 1</b>	<b>Proponent 2</b>	<b>Proponent 3</b>
1. Core Products	90	70	45
2. Non-Core Products	60	50	30
3. Services	40	20	10
4. Additional Discount for Product Volume Purchase	10	8	5
<b>TOTAL POINTS FOR COMMERCIAL RESPONSE EVALUATION:</b>	<b>200</b>	<b>148</b>	<b>90</b>

In this example, Proponent 1 would have the highest scoring Proposal, Proponent 2 would have the second highest scoring Proposal and Proponent 3 would have the third highest scoring Proposal for Stage IV, Commercial Response evaluation.

**The same above calculations will occur for each Zone, for all Proposals who have successfully passed Stage I, and Stage II.**

**3.6 Stage V – Cumulative Score**

At this stage, the scores from Stages II and IV will be totaled per Zone for each Proposal and subject to the express and implied rights of OECS; the Proponents with the highest scoring Proposals per Zone or all Proponents may become the Preferred Proponents and be invited to negotiations, as further described below.

As set out in Section 1.4, OECS intends to award Agreements to one (1) or more Proponents to ensure geological coverage. This may result in awarding Agreements to more than one (10 Proponent per Zone).

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

**3.7 Stage VI - Tie Break Process**

At this stage, where two (2) or more of the highest scoring Proposals achieve a tie score on completion of Stage V, OECS may invite all Proponents to negotiations or break the tie by selecting the Proposal with the highest score in Stage II – Technical Response.

**3.8 Stage VII – Negotiations**

Concurrent negotiations, with the Preferred Proponents, will be based on the RFP requirements, and the Preferred Proponent's Proposal, understanding OECS is seeking the best overall solution and value for money for Clients.

- The negotiations may include:
- Products and Services (i.e. performance, penalties, reporting);
- Agreement terms and conditions;
- Additional references, if required;
- Rates; and,
- Best and Final Offer.

OECM may also request supplementary information from a Preferred Proponent to verify, clarify or supplement the information provided in its Proposal or confirm the conclusions reached in the evaluation and may include requests by OECM for improved Rates.

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

Once a Preferred Proponent and OECM reach an agreement, that Preferred Proponent will be invited to execute an Agreement.

### **3.9 Agreement Finalization**

Upon, successful completion of the negotiation process the Preferred Proponent will be afforded five (5) Business Days to execute the Agreement. Once the Agreement has been executed, Clients may execute a CSA with the Supplier.

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

### **3.9.1 Notification to Other Proponents**

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

### **3.10 Agreement Launch and Marketing**

OECM will promote the use of the Agreement with Clients as set out in Section 1.14. During the post-award period, the Supplier will be expected to meet with OECM, as-and-when-required, to discuss an effective collaborative Agreement launch approach.

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

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

[End of Part 3]



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

### 4.1 General Information and Instructions

#### 4.1.1 RFP Timetable

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

RFP Timetable	
Event	Date/Time
OECM's Issue Date of RFP:	October 5, 2018
Proponent's Information and OTP Demonstration Session:	1:00 pm on October 11, 2018
Proponent's Deadline for Questions:	4:00 pm on October 22, 2018
OECM's Deadline for Issuing Answers:	October 25, 2018
Proponent's Deadline for Questions Pertaining to <u>Issued Documents only</u> :	4:00 pm on October 29, 2018
OECM's Deadline for Issuing Final Addenda:	November 1, 2018
Closing Date:	2:00:00 pm on November 9, 2018
Agreement Start Date:	<b>January 2019</b>

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 Proponent may thereafter be subject to the extended timeline.

#### 4.1.2 Proponent's Information and OTP Demonstration Session

The Proponent may, but is not required to, participate in the Proponent's Information and OTP Demonstration Session, which will take place at the time set out in Section 4.1.1.

Prior to the Proponent's Information and OTP Demonstration Session, OECM will send a **Message** via OTP with the teleconference and webinar information to the Proponents who expressed interest on OTP.

The Proponent's Information and OTP Demonstration Session may provide an opportunity for the Proponent to enhance its understanding of this RFP and to learn how to use OTP to submit its Proposal.

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

Information provided during this session will be posted on OTP.

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

The Proponent can contact OTP technical support directly for further assistance, using the contact details set out in section 4.3.1.

#### 4.1.3 Proponent to Follow Instructions

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

#### 4.1.4 Proposal in English

All Proposal submissions are to be in English only. Any Proposal received by OECM that is 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

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

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

#### 4.2 Communication after RFP Issuance

##### 4.2.1 Communication with OECM

All communications regarding any aspect of this RFP must be sent to OECM as a **Message** in OTP.

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

- Any employee or agent of OECM;
- Any member of OECM's governing body (such as Board of Directors, or advisors);
- Any employee, consultant or agent of OECM's Clients, including Advisory Group members; and,
- Any elected official of any level of government, including any advisor to any elected official.

##### 4.2.2 Proponent to Review RFP

The Proponent shall promptly examine this RFP and all Appendices, 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 to Submit Questions to OECM.

All questions submitted by Proponents shall be deemed to be received once the **Message** has entered into OECM'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 the Proponent clearly understands issued addenda, OECM allows Proponents to ask questions related to addenda, and question and answer 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 to OECM through OTP, 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 the 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 OECM through OTP prior to submitting a Proposal.

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

The Proponent 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. The Proponent is responsible for obtaining all addenda issued by OECM.

The Proponent who intends to respond to this RFP is requested not to cancel the receipt of addenda or amendments option provided by OTP, since it must obtain 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 about the use of OTP via:

- Email at [eTenderhelp\\_CA@bravosolution.com](mailto:eTenderhelp_CA@bravosolution.com); or,
- By phone at 866-722-7390.

To be considered in the RFP process, a Proposal must be submitted and received **before** the Closing Date as set out in Section 4.1.1 and on OTP.

**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.

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

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

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

- **Qualification Response must include:**
  - Appendix B – Form of Offer **completed within** OTP;
  - Appendix F – Consortium Information Form (if applicable) **completed within** OTP;
  - Appendix G – Compliance with Agreement completed and **uploaded to** OTP; and,
  - Appendix L – OEM Undertaking completed and **uploaded to** OTP for **each OEM.**
  - Reseller Authorization Letter(s) (if applicable) **uploaded to** OTP for **each OEM,** as set out in 4.3.2.2;
- **Technical Response should include:**
  - Appendix E – Technical Response **completed within** OTP.
- **References:**
  - Appendix D – Reference Form **completed within** OTP.
- **Commercial Response must include:**
  - Appendix C – Commercial Response completed and **uploaded to** OTP.

##### **4.3.2.1 Reseller Authorization**

A **Proponent who is a reseller** must submit the following as part of a Proposal to confirm a Proponent's status as an authorized reseller of proposed OEM Products and Services (as applicable):

- Completed Appendix L – OEM Undertaking;
- Reseller Authorization Letter for Products and Services, as set out in 4.3.2.2.

##### **4.3.2.2 Reseller Authorization for Products and Services (if applicable)**

A Proponent who is a reseller of any proposed Products and Services must submit within its Proposal a letter issued by the OEM for which the Proponent is proposing Products and Services. The reseller authorization letter should include the following:

- The named Proponent is confirmed to be an authorized reseller of the proposed Products and Services;
- Proponent is confirmed to have maintained authorization status and is in current, good standing;
- Letter to be current and dated within one (1) month of the Closing Date; and
- Letter to be signed by an authorized representative from the OEM and issued on the OEM's letter head.

A separate reseller authorization letter is required for each OEM.

OECM may, at its sole discretion, contact the OEM to validate information proposed prior to the award and/or any during the Term of the Agreement.

#### **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 in Appendix E – Technical Response. Technical Responses left blank and/or unanswered will receive a score of zero (0). Refer to Section 3.3;
- Information attached as part of the Commercial Envelope in OTP will not be considered as part of the evaluation of Evaluation Stage II - Technical Response. Refer to Section 3.3; and,
- The Proposal should be complete in all respects. Proposal evaluation and scoring applies only to the information contained in the Proposal, or accepted clarifications as set out in Section 4.3.12 Clarification of Proposals.

#### **4.3.4 Proposal Receipt by OECM**

Every Proposal received will be date/time stamped by OTP.

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

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

A Proponent may withdraw its Proposal only by deleting its submission on OTP **before** the Closing Date.

#### **4.3.6 Amendment of Proposal on OTP**

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 Products and Services have been identified in its Proposal or will be provided to OECM or its Clients at no additional charge. Any requirement that may be identified by the Proponent after the Closing Date or subsequent to signing the Agreement shall be provided at the Proponent's expense.

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

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

#### **4.3.9 Acceptance of RFP**

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

#### **4.3.10 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.

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

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

#### **4.3.12 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.

OECM will exercise this right in a similar manner for all Proponents who, in the opinion of OECM, make an unintentional error of form in its Proposal.

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.

#### **4.3.13 Verification of Information**

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

- Verify any Proponent's statement or claim made in its Proposal or made subsequently in a clarification, interview, site visit, oral presentation, demonstration, or discussion by whatever means OECM may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Proponent statement or claim, if such statement or claim or its Proposal is patently unwarranted or is questionable, which may result in changes to the scores for the Proponent's Technical Response; and,
- Access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and OECM shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. OECM and the Proponent shall each bear its own costs in connection with access to each other's premises.

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

#### **4.3.14 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.

#### **4.3.15 RFP Incorporated into Proposal**

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

#### **4.3.16 Exclusivity of Contract**

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

#### **4.3.17 Substantial Compliance**

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

#### **4.3.18 No Publicity or Promotion**

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

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

### **4.4 Negotiations, Timelines, Notification and Debriefing**

#### **4.4.1 Negotiations with Preferred Proponent**

OECM reserves the right to accept or reject any Proposals in whole or in part; to waive irregularities and omissions, if doing so is in the best interests of OECM and its Clients.

The Preferred Proponent shall execute the Agreement in the form attached to this RFP with negotiated changes, if any, and satisfy any other applicable conditions of this RFP within twenty (20) days of invitation to enter into negotiations. This provision is solely to the benefit of OECM and may be waived by OECM at its sole discretion.

If the Preferred Proponent and OECM cannot execute the Agreement within the allotted twenty (20) days, OECM will be at liberty to extend the timeline, request the Preferred Proponent to submit its Best and Final Offer as described in Section 3.8 or to terminate discussions and negotiations with the Preferred Proponent.

#### **4.4.2 Failure to Execute an Agreement**

When the Preferred Proponent successfully reaches an agreement with OECM at the end of the negotiation process in accordance with the evaluation set out in this RFP, the Preferred Proponent will be allotted five (5) days to execute the Agreement.

If the Preferred Proponent cannot execute the Agreement within the allotted timeframe, OECM may rescind the invitation to execution and Agreement.

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

#### **4.4.3 Notification to Other Proponents**

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

#### **4.4.4 Agreement**

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

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

#### **4.4.5 Debriefing**

Any Proponent may request a debriefing after receipt of a notification of award. All requests must be in writing to OECM and must be made within sixty (60) days of notification of award. The intent of the debriefing information session is to aid the Proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

#### **4.4.6 Bid Dispute Resolution**

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

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

A protest in writing should include the following:

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

For the purpose of a protest, OECM will review and address any protest in a timely and appropriate manner. OECM will engage an independent and impartial third party should the need arise.

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

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

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

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

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

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

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



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

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

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

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

#### **4.5.4 Personal Information**

Personal Information shall be treated as follows:

- Submission of information – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide Products and 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 Products and 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 the Proponent. 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, the Proponent agrees 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.competitionbureau.gc.ca/eic/site/cb-bc.nsf/eng/home>, and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34.

#### **4.5.8 Trade Agreements**

The Proponent should note that procurements coming within the scope of either Chapter 5 of the Canadian Free Trade Agreement, Chapter 19 of the Comprehensive Economic and Trade Agreement ("CETA") 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, refer to the following:

- Canadian Free Trade Agreement website at <https://www.cfta-alec.ca/>;
- Trade and Cooperation Agreement between Quebec and Ontario at <https://www.cfta-alec.ca/wp-content/uploads/2017/07/OQTCA-Consolidated-Jan-24-2017.pdf>; and,
- Comprehensive Economic and Trade Agreement at <http://www.international.gc.ca/gac-amc/campaign-campagne/ceta-aecg/index.aspx?lang=eng>.

#### **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.

#### **4.5.10 Disqualification for Misrepresentation**

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

#### **4.5.11 References and Past Performance**

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

#### **4.5.12 Cancellation**

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

### **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) With supporting evidence, disqualify any Proponent on grounds such as:
  - Bankruptcy or insolvency;
  - False declarations;
  - Significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior agreement or agreements;
  - Final judgments in respect of serious crimes or other serious offence; or,
  - Professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent;

- (g) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- (h) Disqualify any Proponent who fails to cooperate with OECM which impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP;
- (i) Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached an agreement with OECM, or has otherwise failed to perform such agreement to the reasonable satisfaction of OECM (i.e. has not submitted required reporting and/or cost recovery fees to OECM);
- (j) Disqualify the Proponent who has been charged or convicted of an offence in respect of an agreement with OECM, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM;
- (k) 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;
- (l) 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;
- (m) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (n) Reject a Subcontractor proposed by a Proponent within a consortium;
- (o) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;
- (p) 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 Products and 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 Products and Services,
  - o the Proposal prices exceed the funds available for the Products and Services, or,
  - o the funding for the acquisition of the proposed Products and 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.

- (q) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal;
- (r) Accept any Proposal in whole or in part;
- (s) If OECM receives a Proposal from a Proponent with Rates that are abnormally lower than the Rates in other Proposals, OECM may verify with the Proponent that the Proponent satisfies the conditions for participation and is capable of fulfilling the Agreement; or,
- (t) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM and/or its Clients or is otherwise engaged in a dispute with OECM and/or its Clients;

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 – Proponent**

In the event that the Preferred Proponent fails or refuses to execute the Agreement within allotted time from being notified, 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; or,
- 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 Products and 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 this 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 this RFP process.

#### **4.6.7 Governing Law**

The terms and conditions in this Part 4:

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

[End of Part 4]

## **APPENDIX A – FORM OF AGREEMENT**

Appendix A – Form of Agreement is posted as a separate PDF file in OTP.

## APPENDIX B – FORM OF OFFER

Appendix B – Form of Offer, contained in OTP, must be completed within OTP.

## **APPENDIX C – COMMERCIAL RESPONSE**

Appendix C – Commercial Response attached as a separate document must be completed and uploaded to OTP.



## APPENDIX D – REFERENCES

Appendix D – References contained in OTP, must be completed within OTP.

## **APPENDIX E – TECHNICAL RESPONSE**

Appendix E – Technical Response, contained in OTP, must be completed within OTP.

## **APPENDIX F – CONSORTIUM INFORMATION FORM**

Appendix F – Consortium Information Form, contained in OTP, must be completed within OTP.

## APPENDIX G – COMPLIANCE WITH AGREEMENT

Appendix G – Compliance with Agreement, posted as a separate Microsoft Word document file, must be completed and uploaded to OTP.

## APPENDIX H – SUPPLIER’S PERFORMANCE MANAGEMENT SCORECARD

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

- On time delivery of high-quality Products and Services at the Agreement Rates;
- Exceptionally high Client satisfaction levels are maintained;
- On-time agreement activity reporting to OEMC;
- On-time Cost Recovery Fee remittance; and,
- Continuous improvement in Products and Services.

During the Term, the Supplier shall collect and report the agreed upon performance measures as requested by OEMC (but not exceeding quarterly reporting). The Supplier Performance Management Scorecard and other performance indicators will be used to measure the Supplier’s performance throughout the Term of the Agreement, ensuring Clients receive quality Products and Services. The Supplier’s performance score will be considered when OEMC contemplates Agreement activities such as:

- The approval or rejection, in whole or in part, of Supplier Rate refresh requests;
- The approval or rejection of Supplier request to add other related Products and Services to the Agreement;
- Agreement extensions; and,
- Agreement terminations.

Detailed performance measures will be established and agreed upon at the Agreement finalization stage between OEMC and the Preferred Proponent.

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

The Client may, when executing a CSA, seek other performance measures.

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

<b>Client-Specific Performance Measures</b>		
<b>Key Performance Indicator</b>	<b>Performance Measurement</b>	<b>Performance Goal</b>
Quick Quote (QQ)	Acknowledgement for QQ received provided to Client within 1 Business Day	99% of the time
	Product QQ provided to Client within 3 Business Days	99% of the time
	Additional savings provided to Clients through QQ	98% of Clients received additional savings
Technical Support Response Time	Response time of less than 1 Business Day	98% of the time

<b>Client-Specific Performance Measures</b>		
<b>Key Performance Indicator</b>	<b>Performance Measurement</b>	<b>Performance Goal</b>
Product returns – Provide Return Material Authorization (RMA)	Within 2 Business Days	98% of the time
DOA – Faulty Products	Per month	Less than 1%
Lead time	Maximum Product and Service lead time of 6 weeks	98% of the time
Client Issues – Number of Client Complaints	Total of Client complaints annually out of total Client requests	Client complaints are less than 2% of total Client requests
Accurate Invoicing	Number of Invoicing errors annually	98% accuracy
Account Executive Response Time	Response time of less than 1 Business Day	98% of the time

<b>OECM-Specific Performance Measures</b>		
<b>Key Performance Indicator</b>	<b>Performance Measurement</b>	<b>Performance Goal</b>
On time Spend Report Submissions	On time	98% of the time
On time CSA Status reports Submissions	On time	98% of the time
Executed CSAs receiving within 30 days of execution	On time	98% of the time
On time payment remittance	Day of	98% of the time
Response time to OECM inquiries	24 hours	98% of the time

Other KPIs, as mutually agreed upon between the Supplier and OECM, may be added during the Term of the Agreement.

## APPENDIX I – RFP RULES OF INTERPRETATION AND DEFINITIONS

### Rules of Interpretation

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

### Definitions

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

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

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

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

“**Business Day**” or “**Day**” means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m. local time in Toronto, Ontario, Canada 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;

“**Client**” is typically an organization such as school boards or authorities, colleges, universities, shared service organizations, not-for-profit organizations, municipalities and local boards, hospitals, other health care agencies, provincially funded organizations (“PFO”), crown corporations, and any other broader public sector agencies, boards or commissions or similar entities not specifically mentioned here;

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

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

“**Commercial Response**” means the Rates submitted by the Proponent within Appendix C and uploads to OTP 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;

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

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

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

“**Master Agreement**” or “**Agreement**” means the agreement to be made between the Preferred Proponent and OECM based on the template attached as Appendix A – 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 OECM and the Supplier;

“**OECM**” means the Ontario Education Collaborative Marketplace;

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

“**OEM**” means an Original Equipment Manufacturer who manufactures products or components;

“**Ontario Tenders Portal**” or “**OTP**” means the electronic tendering platform <https://ontariotenders.bravosolution.com/esop/nac-host/public/home.html> through which a Proponent’s Proposal must be submitted by the Closing Date;

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

“**PFO**” means a provincially funded organization;

“**Preferred Proponent**” means the Proponent that is invited into negotiations 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 suggest, refers to a potential Proponent;

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

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

“**Quick Quote**” has the meaning set out in Part 2 of Section 1.14 of this RFP;



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

**“Request for Proposals”** or **“RFP”** means this Request for Proposals #2018-317 issued by OECM, including all appendices and addenda thereto;

**“Service”** means all the service Deliverables 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 providers or their respective directors, officers, agents, employees or independent contractors, who shall fall within the meaning of Supplier for the purposes of the Agreement as mutually agreed upon by the Client;

**“Supplier”** means a Preferred Proponent who has fully executed an Agreement with OECM and 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 OTP as part of the technical envelope;

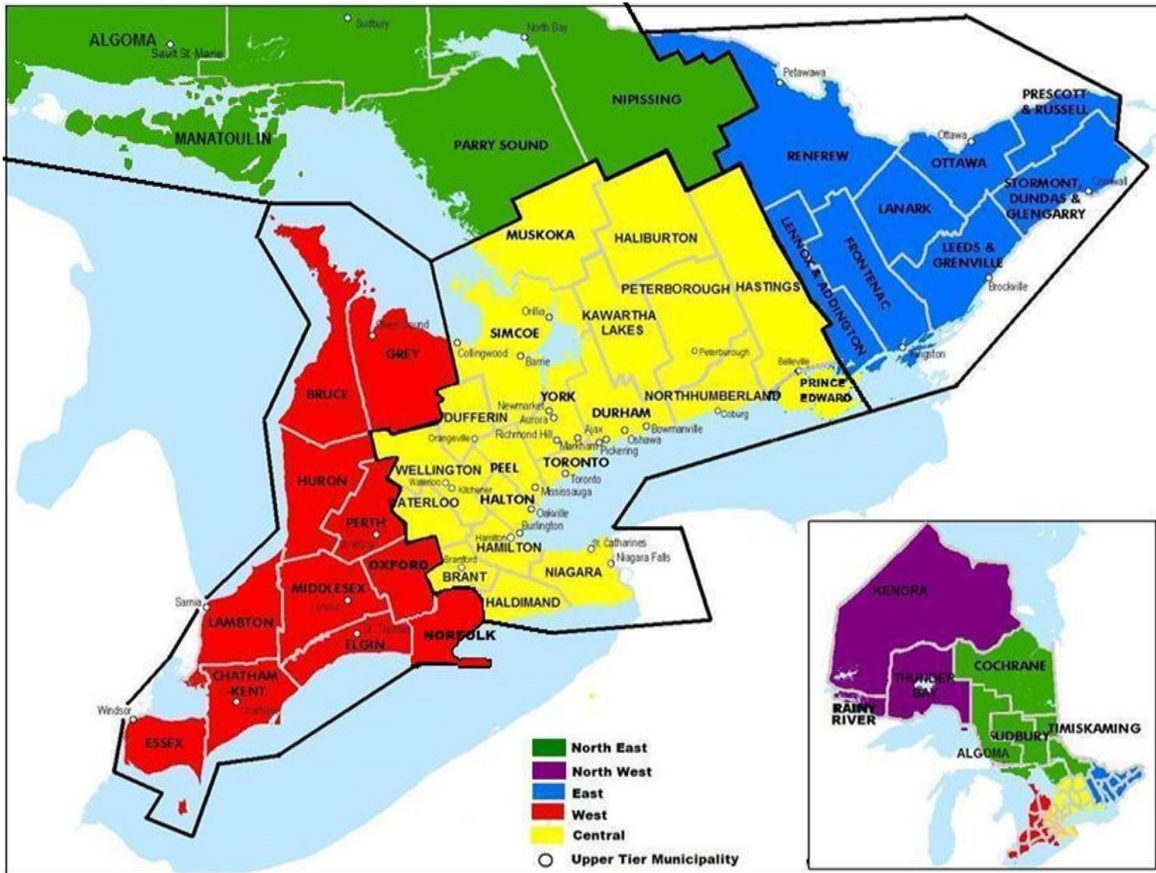
**“Term”** has the meaning set out in Section 1.4 of this RFP;

**“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,

**“Zone”** means the OECM geographical boundaries within the Province of Ontario as identified in Appendix J – OECM Geological Zones.

## APPENDIX J – OEMC GEOGRAPHICAL ZONES

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



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

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

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

## APPENDIX L – OEM UNDERTAKING

Appendix L – OEM Undertaking, posted as a separate Microsoft Word document file, must be completed for each OEM and uploaded to OTP.