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**STUDENT INFORMATION SYSTEM AND MANAGED SERVICES**

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**REQUEST FOR PROPOSALS NUMBER: #2018-312**

**(Final Version with Amendments)**

**Request for Proposals Issued On:** June 27, 2018

**Proponent's Information & OTP Demonstration Session:** 11:30 a.m. on July 12, 2018

**Proponent's Deadline for Questions:** 5:00 p.m. on July 18, 2018

**Proponent's Deadline for Questions Pertaining to Issued Documents:** 5:00 p.m. on August 10, 2018

**Closing Date:** 2:00:00 pm on August 27, 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 4.8.1 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 Purpose of this RFP

This non-binding Request for Proposals (“RFP”) is an invitation to obtain Proposals from qualified Proponents for the provision, implementation, maintenance and continuous improvement of a Junior Kindergarten to grade twelve (“JK-12”) Student Information System (“SIS”) and Managed Services (“Managed Services”) to support OECM Clients (“Clients”) as further described in Part 2 – the Deliverables (the “Deliverables”).

### 1.2 Background and Objective

The Ontario District School Boards (“DSBs”) support the management of education-related information for students through multiple applications. This is determined by each individual DSB.

The Effectiveness and Efficiency (E & E) initiative by Ontario Association of School Business Officials (OASBO) determined the need to:

- Reduce the efforts required to collect and report Student Information;
- Understand the impact of the changing landscape relating to students; and
- Increase the capacity of Boards and the Ministry to analyze data, take action and ultimately improve support for students.

In 2017, OASBO authorized a study of challenges faced by DSBs with their student information systems and Ministry reporting, including Ontario Student Information System (OnSIS). To assist with the study a Student Information Workflow Advisory Committee (SIWAC) was established. The SIWAC concluded that with changing landscape and desire to increase efficiencies Ontario’s Education System has the opportunity to:

- Review the Student Information Workflow between Boards and the Ministry, with a renewed vision to build a new Student Information ecosystem;
- Attain shared goals of Boards and the Ministry; timeliness, data integrity and increased efficiency with a focus on improved student outcomes; and,
- Set the foundation for increased consistency of common school/business practices and enable the provisioning of Shared Services.

OASBO ICT and SIWAC Project Steering Committee recommended that a RFP be issued for one (1) student information system across all Ontario DSBs. The list of all Ontario DSBs is available in Appendix J.

The objective of this RFP is to award an Agreement to (1) qualified Supplier who will provide a SIS and Managed Services as described in Part 2 – The Deliverables.

In 2018 OECM was engaged to conduct the formal RFP process. OECM is issuing this RFP on behalf of the seventy-two (72) DSBs including approximately two (2) million students, in conjunction with SIWAC and OASBO.

The SIS is a comprehensive tool used to perform tasks and manage information relating to the academic status of students. Staff members are able to manage enrolment, scheduling, student accounts, grading, government reporting, and more.

The purchase, installation, and implementation of a new SIS is expected to provide DSBs with a comprehensive, secure, web-based platform for maintaining student information, while providing extended real-time access to data for students, teachers, parents and administrators.

The new SIS will encompass modules for advanced reporting, self-service interfaces, integration with other external and cloud-based software services, and provide for greater flexibility for customization and innovative school models.

OECM uses a non-binding process for its RFPs.

While there is no guarantee of participation, or volume of work, it should be noted that the Toronto Catholic District School Board is foreseeing to start implementation of the SIS soon after award of Agreement resulting from this RFP.

### **1.3 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 its customers, OECM:

- Establishes, promotes and manages non-mandatory agreements for products and services commonly used throughout its' customer community;
- Supports customers' 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/>.

### **1.4 Term of Agreement**

The Term of the Agreement is intended to be for a period of ten (10) years, with an option in favour of OECM to extend the Term on the same terms and conditions for additional periods of up to five (5) years. Supplier performance (i.e. Client uptake, satisfaction, 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.

One Supplier will assume full accountability for, and control of, all aspects of the service delivery over the term of the Contract, independent of whether there are other entities providing services as part of, or assets in support of, the service delivery.

Clients participating in the Agreements will execute a Client Supplier Agreement ("CSA") with the Supplier as attached in Appendix A – Form of Agreement. Prior to executing a CSA, the Client may negotiate their unique requirements with the Supplier and mutually agree to additional terms and conditions (e.g. 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 Data Residency**

The SIS that requires hosting/off premise infrastructure, the Suppliers' host servers and backup servers shall be located on Canadian soil in a secure data centre. The Supplier shall follow the PIPEDA requirements.

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

OECM and its Clients are committed to the highest possible standards for accessibility. The Proponent shall comply with Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and be capable to recommend and deliver, as appropriate for the Deliverables, accessible and inclusive SIS and Managed 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>

## 1.7 Escrow agreement

The Supplier shall agree that it will enter into an escrow agreement with respect to the proposed SIS and any configuration/customization performed to meet the Deliverables set out under this RFP with OEMC, on behalf of itself and any and all Clients, who shall be named as the beneficiaries thereunder and be identified in a Schedule to the agreement, which shall be updated by OEMC as each new Client becomes a party to the agreement. The escrow agreement shall be made with a nationally recognized escrow agent, in accordance with industry standards, under which the SIS, as well as any updates to the proposed SIS will be provided to the escrow agent so that the escrow agent shall hold the proposed SIS and any updates for the Term of the Agreement. The subject matter of the escrow agreement shall, at a minimum include:

- A requirement that the Supplier shall deliver to the escrow agent the SIS within thirty (30) calendar days of the escrow agreement being executed;
- A requirement that the Supplier shall deliver to the escrow agent any and all updates to the SIS within thirty (30) calendar days of the Supplier finalizing the update for release to any Client;
- A requirement that the Supplier shall deliver to the escrow agent a copy of the most-recent SIS, including any and all updates made thereto, within five (5) Business Days of the first release date and any subsequent releases;
- A requirement that the Supplier shall deliver to the escrow agent every sixty (60) calendar days from the date in which the escrow agreement is executed a copy of the customized SIS;
- Compilation instructions in written format or recorded on video format;
- Inventory of suppliers, product names, and installed versions of third party software, including operating systems, communication protocols, security software, system and remote management tools, database management software, middleware and utilities, as well a development toolkit (which includes without limitation third party products, such as source code editors, compilers, debuggers, libraries, utilities, reverse engineering tools, and language support);
- A requirement that if any term or condition of the escrow agreement conflicts with a term or condition of the Agreement, the term or condition of the Agreement shall prevail;
- The release of escrow materials pursuant to the escrow agreement shall occur in the event that the Supplier becomes bankrupt, insolvent, makes an assignment for the benefit of creditors, has a trustee or receiver appointed for all or a substantial portion of its property, ceases to operate as a going concern, repudiates the Agreement, where the Contract is terminated due to the Supplier's breach, or where the Supplier breaches the terms of any applicable license or support agreement or is otherwise unable or unwilling to support, maintain or adequately develop the SIS or provide any other aspect of the Deliverables. Upon release of the escrow materials to OEMC and to each Client, OEMC and each Client are permanently and irrevocably granted a royalty free license with all permissions necessary to use, modify and/or distribute the SIS.

OEMC shall have the right to request, from time to time by written notification during the Term of the Agreement, that the Supplier demonstrate to OEMC, at OEMC expense, that the escrowed materials are indeed what they purport to be, by taking the deposited materials and compiling it into machine executable code in the OEMC/Client test environment or at another facility of OEMC's choosing.

All costs related to establishing and maintaining the requested escrow agreement shall be the Supplier's responsibility.

OEMC reserves the right to approve the Supplier's proposed escrow agent and may require that the Supplier select another escrow agent acceptable to OEMC, acting reasonably.

OEMC also reserves the right to reject a Supplier's proposed escrow agreement and may request that the Supplier use OEMC escrow agreement.

The Supplier shall allow OEMC, or any Person acting on behalf of OEMC, to use and access, for all development, maintenance and support purposes necessary to the fulfillment of any terms or conditions contained in the Agreement which the Supplier is unable to unwilling to maintain or support and which, as a consequence, places the Supplier in default of the terms and conditions of the Agreement.



## **1.8 Service Level Agreement (SLA) Penalties**

Each Client shall have the right to require the Supplier to execute mutually agreed upon individual Service Level Agreement (SLA) and shall have the right to include monetary penalties.

## **1.9 Rules of Interpretation**

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

- Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender;
- Words in the RFP shall bear their natural meaning;
- References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”;
- In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words;
- Unless otherwise indicated, time periods will be strictly applied; and

The following terminology applies in the RFP:

- Whenever the terms “must” or “shall” are used in relation to OECM or the Proponent, such terms shall be construed and interpreted as synonymous and shall be construed to read “OECM shall” or the “Proponent shall”, as the case may be;
- The term “should” relates to a requirement that OECM would like the Proponent to address in its Proposal; and
- The term “will” describes a procedure that is intended to be followed.

## **1.10 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.>

### 1.11 **OECM Client Advisory Group**

The following OECM Clients have been involved with the development of the requirements set out in this RFP:

- Avon Maitland District School Board
- Conseil des écoles publiques de l'Est de l'Ontario
- Conseil scolaire de district catholique Franco-Nord
- Conseil scolaire de district du Nord-Est de l'Ontario
- Conseil scolaire Viamonde
- Durham Catholic District School Board
- Durham District School Board
- Greater Essex District School Board
- Hastings and Prince Edward District School Board
- Ottawa Carleton District School Board
- Lakehead District School Board
- Lambton Kent District School Board
- Limestone District School Board
- Peterborough Victoria Northumberland and Clarington Catholic District School Board
- Thames Valley District School Board
- Toronto Catholic District School Board
- Upper Canada District School Board
- York Catholic District School Board

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

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

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

**Part Two** (or the Second Stage Selection Process) is managed by the Client or by OECM on the Client's behalf, and is focused on the Client's specific needs. Depending on the Client's internal policies, and potential dollar value of the SIS and/or Managed Services a Client may:

- Sign a CSA with the Supplier and then immediately obtain SIS and/or Managed Services on the terms and conditions, and the Rates (which are maximum Rates) set out in the Master Agreement; or,
- Obtain Rates (e.g. by issuing a non-binding Request for Services) from the Supplier for their specific SIS and/or Managed Services requirements (including Rates). If the Client accepts the Rates offered by the Supplier, a CSA shall be executed, and then the Supplier shall provide the SIS and/or Managed Services in accordance with the specifications stated in the CSA and the Agreement.

When a Request for Services is issued, which does **not** constitute a contract A, contract B situation, it will identify the required SIS and/or Managed Services or it may request the Supplier to propose appropriate SIS and/or Managed Services; to fulfill the Client's requirements and any other applicable information. The Client may negotiate SIS and/or Managed Services, as well as Rates with the Supplier to meet their unique requirements. At minimum, the Supplier's response should set out the following:

- Proposed SIS and/or Managed Services;
- Timelines for Managed Services; and,
- Final, net Rates.

Clients are **not** obligated to sign a CSA to obtain specific SIS and/or Managed Services Pricing.

However, a CSA must be signed before the provision of any SIS or Managed Services commences.

### **1.13 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 consistent responsive customer support; and
- Identifying improvement opportunities (e.g. new SIS and/or Managed 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;
- Create a Community of Practise for Clients;
- Attending, where appropriate, Client events;
- Facilitating CSA execution, where appropriate;
- Facilitating Request for Services requests, as required;
- Providing effective business relationship management;
- Managing and monitoring Supplier performance;
- Facilitating issue resolution; and,
- Marketing improvement opportunities.

[End of Part 1]

## PART 2 - THE DELIVERABLES

This section of the RFP describes all the Deliverables which will be incorporated into the final Agreement. The Proponent shall meet and implement all requirements set out in Part 2 – The Deliverables.

### 2.1 Provincial Compliance

The Ontario School Information System (OnSIS) is the data collection component of the Managing Information for Student Achievement (MISA) provincial capacity building initiative.

OnSIS is a web-based application, which integrates and collects board, school, student, educator as well as course and class data, at the elemental level. The purpose of this application is to gather more accurate and reliable data, to generate funding and inform policy and program decisions which is protected by Ontario's strict privacy legislation and a rigorously controlled security system. For more information, please visit: <http://www.edu.gov.on.ca/eng/policyfunding/misa/index.html>.

The SIS must support OnSIS requirements on a continuous and ongoing basis. The SIS shall have the capability to efficiently collect, validate, compile, cleanse, prepare data for submission (in a file format chosen by the Province of Ontario), all data requirements and reports that need to be submitted to the Province of Ontario, by each individual Client, and any other necessary steps to complete the provincial reporting process from start to finish.

The SIS should contain a dashboard highlighting all potential data issues in reports that need to be submitted to the Province of Ontario and provide an opportunity for Clients to cleanse and validate the data prior to submission.

The SIS and all related documentation shall always be in compliance with Provincial requirements, in a case of change in the Provincial requirements; the SIS shall be adapted to be compliant with the new requirements in a timely manner (as defined by Clients and the Province), according to the earliest school year start dates for any DSB. The Proponent shall be responsible for all costs related to further improvements of the SIS to keep it in compliance with provincial requirements, unless such improvement is funded by the Province in its entirety.

The successful Proponents shall be part of the Ministry's bi-weekly OnSIS vendor call prior to award of any Agreement. If the Proponents is not currently part of the Ministry's vendor call they:

- Apply to be included via the OnSIS help desk; or,
- If the Proponent has already established a working relationship with an Ontario DSB, the DSB may submit the request to be included in the OnSIS vendor call on behalf of the Proponent.

The Proponent shall engage Clients prior to the vendor call to understand Client requirements that need to be addressed with the Ministry.

The Proponent shall engage with Clients after the vendor call to communicate any new or changes to existing requirements and impacts on the SIS.

The SIS shall provide information for all Ministries.

### 2.2 SIS Functional Scope and Requirements

The SIS shall be based on current and up to date technologies which will remain updated, supported and maintained throughout the Term of the Agreement.

At a high level the SIS shall:

- Provide Ontario DSBs with a comprehensive SIS in both French and English in all aspects of the SIS;
- Provide Ontario DSBs with a SIS that supports student learning and school operations;
- Ensure that educators will have ready access to information that supports each student throughout their educational career, from J-K to graduation;

- Improve data quality by establishing common standards and business practices;
- Facilitate the transition of students as they move through the education system;
- Provide web-based access to individual student records by Parents and the students themselves;
- Establish a process for archiving Non-Active Student records;
- Continue to give good value over the Term of the Agreement; ‘
- Provide integration with in-house or third party application as per the Client’s needs;
- Become a catalyst for replacing obsolete reporting processes and systems;
- Continue to promote a culture of collaboration;
- Set start and end date for each data field in the SIS, identified in Appendix I and/or further requested by the Client; and
- Ensure web applications support by all browser types.

The SIS shall meet all reporting and accountability requirements; regulations, and ensure compliance with privacy laws:

- Including the Freedom of Information and Protection of Privacy Act (FIPPA); Municipal Freedom of Information and Protection of Privacy Act (MFIPPA); the Personal Health Information Protection Act (PHIPA); and the Personal Information Protection and Electronic Documents Act (PIPEDA);
- Providing tools to maximize Ministry funding such as Grant for Student Need (GSN) and identifying data irregularities impacting reporting accuracy;
- Complying with Federal and Provincial (Ontario) regulations; and
- Deliver the SIS in accordance with the DSB’s established information security policies and controls and protecting sensitive data while adapting to Board policies and procedures without the need for significant workarounds or complexity.

Appendix I provides examples of data field requirements for sections listed below.

### **2.2.1 Language**

The SIS shall display and allow users to create, modify, store and retrieve content using the full character sets of both English and French languages and ensure proper data translation for French to English or English to French.

The SIS should offer translations in multiple languages in the public facing components of the SIS (e.g. online parent portal/administration).

The user interfaces of the SIS and all related documentation shall be available in both English and French languages, using correct terminology; and allow for data entry and data transfer of extended Unicode character sets such as French characters utilizing UTF-8.

The SIS shall also support search and sort functionality using the full character sets of both English and French languages, including an ignore accents feature (e.g. à and â letters show as results of searching the letter a).

### **2.2.2 User Experience**

The requirements in this section describe those aspects of the SIS (and supporting documentation) that enhance the user experience. The SIS should be easy to learn, easy to use, and supported by in application appropriate self-serve documentation and/or training/tutorials to facilitate self-learning of the software. It should include visual conformity throughout the system for all user interfaces and be fully responsive.

The SIS shall provide simple and intuitive interface similar to other common commercial applications.

### 2.2.3 User Interfaces

The SIS shall include, but not be limited to, the following user interfaces:

- Administrator (admin) interface;
  - Central board staff interface;
  - School admin staff (i.e. administrators, office support etc.) interface; and,
  - School specialized staff; (i.e. guidance, program leads etc.) interface.
- Educator interface; and,
- Parent/student interface.

The SIS shall have an agnostic approach with regards to mobile device compatibility, and deliver intuitive interface that provides users the ability to perform key functions from a smartphone or tablet.

The SIS should include a standalone application that allow users to perform key basic functions offline or any other functionality that will allow users to perform key functions (e.g. taking attendance) offline.

#### Overview of User Interface Functionality

The SIS should include but not be limited to the following functionality and have the ability to:

- Allow individual users to personalize the user interface: customizable menus and/or links to commonly used functions; hide, view, or resize screens based on role and preference; change colours and fonts for accessibility issues (e.g. Low vision users) as per the Client;
  - Provide the Client the ability to enable or disable this functionality;
- Log into the SIS application using Active Directory (AD) username and password. Lightweight Directory Access Protocol (LDAP) integration with AD allows for seamless connection to the application and assignment of security roles based on job; Single Sign ON (SSO) / AD integration allows for Boards to assign roles for employees and students based on their profile information in the SIS and Human Resource system in AD and apply to roles in the SIS;
- Provide means of Client branding of all user interfaces, via a frontend graphic user interface (GUI);
- Provide users with a start (launch) screen with intuitive navigation to the various modules, based on their access rights;
- Provide menus and fields not applicable to the users; not visible to the user;
- Provide a clear visual indicator in which school year is a user operating;
- Split screen functionality or ability to open multiple windows or tabs showing different screens (e.g. Achievement and Individualized Education Program (IEP) screens, existing and new timetables for the same student);
- Push standardized setups to multiple schools;
- Mass select and update fields;
- Support a spectrum of user navigation methods;
- Ensure a user is supported through a standardized, effective and efficient workflow design that minimizes mouse clicks or keystrokes;
- Assign notes to different staff within the system as defined by the Client;

- Manage workflow with user queues automatically populated based on triggered business rules (e.g. teacher populates report card which sends a notification to principal to log in and review and then approve and print the report card or return it to the teacher with notes for editing);
- Clearly communicate workflow status to the user through status messages and/or visual status (e.g. 'Step 4 of 7'; bar/thermometer indicating percentage of process complete);
- Edit text in a manner similar to a word processor (e.g. the ability to change a letter in text without having to delete and re-enter the entire text);
- Print on a wide variety of local or network printers, or pdf and in any other industry common standard digital format;
- Prompt user to save data if exiting screen without saving and advise user of when data was saved;
- Search for a student based on any combination of usual names, legal names, birth date, student number, home and student contact phone numbers, grade, and Ontario Education Number, ("OEN") or portion of these fields, across school years and status;
- Automatically duplicate the previous line as a starting point when entering multiple lines of similar data;
- Auto-complete fields in the context of the field that data is entered (e.g. Address, student name, OEN), in accordance with user's access rights;
- Student, parent, and alternate address data validation to ensure the entered addresses comply with the address data needs for the transportation department/consortium;
- Allow for each individual Client to upload/embed their business process documentation in the help menu for additional information and guidance for users, in a format chosen by each Client;
- Copy and paste between the SIS and other applications (e.g. Microsoft Word, Learning Management Systems) using Unicode Standards;
- Include voice to text functionalities (where appropriate);
- Set start and end date for each data field in the SIS;
- Perform spell and grammar check using Canadian dictionary;
- Identify users by user and/or device type;
- Log out when users close browser; and,
- Look up student records, including photograph, and timetable, to determine where a student should be at a specific time.

### **2.2.3.1 Administrator (Admin) Interface**

The Admin interface shall provide users access to all information and all functionalities and features contemplated in the Proposal, with limitation based on the user's access rights. These rights may differ from Client to Client and are established by the Client. It shall include the following different views:

- Central board staff view;
- School admin staff (e.g. administrators, office support) view; and,
- School specialized staff; (e.g. guidance, program leads) view.

The SIS shall include but not be limited to the following Administrator (Admin) Interface functionality (based on access rights) and have the ability to:

- Allow for administrators to edit teacher data when teacher is not available, based on administrator's access rights;

- Have an audit trail that clearly identifies when a record is changed and by whom;
- Lock/unlock certain information for editing, at a school level; (e.g. Backdating information after OnSIS submission has been validated and submitted);
- Allow for admin users, depending on their access rights, to spoof the identity of other users for troubleshooting purposes;
- Identify student's primary contact and designate preferred contact method;
- Track students who are continuing education students only or are continuing education and day school students;
- Maintain and identify multiple phone numbers for each student or contact person, including international phone numbers;
- Designate contact information as private (not to be printed or shared), such information may include, but not be limited to, phone numbers and email addresses;
- Designate one (1) sibling within a school as the family contact for lists and mailings to avoid distributing duplicate mailings and handouts;
- Maintain, date stamp and categorize multiple addresses and contacts for each student;
- Maintain past addresses and contact information for students and their Parents;
- Identify multiple student attributes for a student, such as students in specialized programs;
- Specify multiple student alerts and comments for the alerts and to display the alerts on the SIS screen (e.g. Medical and contact alerts);
- Drill down into an alert to find information relevant to that alert;
- Import and display a student photograph using an industry standard format;
- Record the catchment area the student lives in and include an indicator for students who are enrolled outside of their catchment area;
- Maintain a list of documents in a student's official file; and
- Associate siblings with a student within a school. When a student record is identified as the sibling of an existing student, the appropriate address and contact information should be defaulted from the existing student with the option to override the default values to take into account exceptional circumstances.

### **2.2.3.2 Educator Interface**

The Educator interface shall provide educators access to information and functionalities that allow them to complete various tasks that may differ from Client to Client.

The SIS shall also include capabilities of distributing the student's learning progress communication, as per individual teacher publish dates and ability to exclude selected marks and courses from the report card or transcript, based on teacher's professional judgement.

The SIS should include but not be limited to the following Educator Interface functionality and have the ability to:

- View student information, as per the respective access rights;
- Limit types of student information educators have access (e.g. student addresses and contact addresses), as per Ontario Student Record (OSR) guidelines;
- Populate and print both interim and final report cards, if permitted by access level;



- Allow for teachers to see other tests/assignments scheduled for students;
- Evaluate student progress and achievement in various ways according to each Client's guidelines and teacher's professional judgement, including assessment software;
- Group and sort students in multiple classes or working on different levels in the same class for attendance, mark entry and assignments purposes;
- Hide demitted students in teacher interface;
- Exclude selected marks and courses from the report card or transcript;
- View admit/demit reasons codes for students; and
- Access and print a teacher's timetables.

### **2.2.3.3 Parent/Student Interface**

The Parent/student interface shall provide students and Parents access to each student's profile they have the right to access.

The information provided in the Parent/student portal may vary from Client to Client. Clients shall have the option to review or validate information, before it is posted on the Parent/student interface.

The SIS should include but not be limited to the following Parent/Student Interface functionality and have the ability to:

- Allow for a Parent to access student profiles for each child of that Parent through a single access account;
- Display attendance information; graduation information; a list of next year course options for selections; fees attached to courses; and achievement information;
- Automatically notify Parents when non-excused absence occurs through an interface to third party software that can provide such notifications (e.g. phone, text, email etc.);
- Link to student learning plans and/or Individual Education Plans (IEP), if applicable;
- View and print student's timetable;
- Allow for a Parent to: update contact and address information; indicate preferred communication channel(s) (e.g. Phone, e-mail text and/or physically delivered); notify schools indicating excused absences for a date or range of dates; indicate that they have reviewed a report card or student work; and update demographic information for student profile;
- Allow for users to alert office staff to update information that is out of date or incorrect;
- View graduation scenarios for a student based on applying different graduation diploma rules against past, present and future courses;
- Forecast successful graduation based on historic, current and future educational selections;
- Allow for Client staff and/or IEP contributor to leave a note for a student and/or Parent;
- Allow for Parent to leave a note for a teacher;
- Allow for Parent(s) to have their own login to the system;
- Link to examples of a student's completed work from the Parent/student interface; and,
- Upload documents via the Parent/student interface.

### **2.2.4 Data Retention**

SIS hosted on Client's premises shall allow Clients to retain data as per each individual Client's requirements and provide an option to export data from the SIS database for archiving purposes or to import into the Client's data warehouse.

SaaS SIS shall have the capability of retaining data, at a minimum, as per the Ontario Student Record (OSR) Guideline, 2000, Ontario Student Transcript Manual 2013, and the Enrolment Register Instructions for Elementary and Secondary Schools, as they may be changed from time to time or any additional data each Client may require. In addition to storing data on the Proponent's infrastructure in Canada, each Client shall have the option to transfer and store historical data to its own infrastructure or third party data warehouse.

The SIS should include but not be limited to the following data retention functionality and have the ability to:

- Put a legal hold on records (based on legal requirements);
- Provide mechanisms to only synchronize data that was updated, between the Proponent's data centre and the Client in order to minimize bandwidth usage and requirements;
- Put records in cognate groups for disposal of certain information and retain others for longer terms;
- Purge data from the database once the data has been successfully archived;
- Retrieve archived data to meet reporting requirements (e.g. transcripts or Office Index Cards);
- Purge specific records based on retention requirements;
- Define records retention and management policies within the application;
- Quickly add data and retain a log of the addition;
- Archive a subset of data that can be reloaded into the SIS;
- Purge duplicate copies of records;
- Retain record of data purge;
- Record and retain international addresses and phone numbers for students and/or contacts;
- Verify addresses through external software; and,
- Purge certain sections of the student information at times specified by each client.

### **2.2.5 Data Validation**

The SIS shall provide data validation rules for commonly used fields (e.g. phone numbers, dates, address, email address) and allow for Clients to assign data validation rules at the time of data entry for custom fields (e.g. only numeric values in certain fields, only dates in a specified format in fields).

The SIS shall designate as mandatory all fields required for provincial reporting, so any user editing a screen shall not be able to save without providing an input in the mandatory fields (e.g. if a student is born outside of Canada, date of entry in Canada field, cannot be blank).

The SIS should include but not be limited to the following data validation functionality and have the ability to:

- Create (and report on) user defined fields;
- Lock down marks code tables at the client level so that schools cannot add invalid marks to those tables; and,
- Designate fields as mandatory or non-mandatory for data entry.

## 2.3 Facilities Management Features

The SIS shall include capabilities to record, retain and update information about rooms and lockers available in a school including, but not limited to:

### 2.3.1 Rooms

The SIS shall be capable of recording and retaining the following room information:

- Site in which the room is located;
- Room number;
- Capacity;
- Accessibility for Special Education students;
- Room type; and,
- The functionality to have the ability to indicate start and end date for rooms; to indicate whether a room is active in the current school year; and to book rooms outside of school hours.

The SIS should have the ability to read from third party systems information regarding rooms' availability outside of school hours and populate inventory of rooms accordingly.

### 2.3.2 Lockers

The SIS shall be capable of recording and retaining the following locker information as pertaining to lockers:

- Locker number;
- Lock serial number;
- Lock combination;
- Locker Location;
- Availability of locks and lockers; and,
- Fees associated with a locker.

The SIS should have the following functionality and have the ability to:

- Assign lockers to students individually, by groups, or by homeroom based on various criteria.
- Carry locker assignments forward from year to year;
- Assign locks to lockers; and,
- Allow for mass assignment of lockers and lock combinations to groups of students by class, grade (level), homeroom or defined group; and share lockers between students.

## 2.4 Enrolment

The SIS shall include, but not be limited to, the capability to admit or enrol students in schools for any period of time. The SIS shall also include the capability to capture and track comprehensive individual student information for the purposes of tracking student progress and movement between schools, and monitoring enrolment trends in programs.

The SIS should have the capability to maintain admit and demit lists, and generate appropriate documentation to complete the process (e.g. French card (elementary), Transfer form, Attestation form).

The SIS should include but not be limited to the following enrolment functionality and have the ability to:

- Admit and/or demit a student to a school or to multiple schools simultaneously;

- Assign multiple admission and/or demission codes to a student;
- Search for and display existing enrolments of a student in another school for the purpose of admitting that student to the school;
- Allow all schools in which a student is enrolled to view basic contact information for each school in which that student is enrolled;
- Maintain custody related information;
- Assign multiple programs to a student profile. These programs should be visible for all staff (e.g. Special High Skills Major (SHSM), French Immersion (FI), Dual Credit (DC) and International Baccalaureate (IB));
- Manage students concurrently enrolled in multiple schools and programs. The student profile shall allow Clients to easily assign which programs are listed for quick identification;
- Automatically assign a unique system identifier to a new student that is different than the Ministry assigned OEN;
- Allow a student to be admitted and enrolled concurrently in multiple schools, grades and school types (e.g. French Immersion, JK-12, elementary school, and secondary school);
- Provide a clear visual indicator when a student is admitted or enrolled in multiple schools including a mechanism to easily access the names of those schools;
- Admit a student to a school but to postpone enrolment of the student until a specified date or event. (e.g. Start date of a course or percentage of a course completed);
- Enter a future enrolment or demit date for a student without impacting normal processes that occur prior to the enrolment or demit date. Student status should be automatically updated when the future date is reached;
- Assign admitted (but not enrolled) students to courses, programs, groups and homerooms;
- Distinguish between admitted students and enrolled students;
- Identify the school of record. Only one (1) school can be the school of record. School of record may be student selected or based on business rules (e.g. School at which a student is enrolled in highest percentage of courses);
- Transfer one or multiple students to another school or schools;
- Demit a student from a program but not demit that student from the school. Maintain program demit history. (e.g. Demit a student from a student services program or an English language learning (ell) program);
- Demit a student from an education delivery model but not demit that student from the school (example: student and behavioural intensive support program). Maintain education delivery model demit history;
- Activate student without instructional minutes; (e.g. when a student will have 0 minutes in a course such as e-Learning if they belong to another board, but a student should not have 0 minutes across all courses);
- Generate Office Index cards;
- Change records with Main School permission; and,
- Customize admission and/or registration forms (online and paper) to suit each Client's needs.

## 2.5 Attendance

The SIS shall include a robust attendance taking and verification process that allows for positive and negative, as well as includes period and daily attendance. The SIS shall include functionality to maintain daily attendance records by the current Ministry Enrolment Register Instructions for Elementary and Secondary Schools, as requirements may change each school year.

Ontario Enrolment Register Instruction for Elementary and Secondary Schools can be found at:

[http://www.edu.gov.on.ca/eng/document/forms/enrol/enrolment\\_register\\_instructions.pdf](http://www.edu.gov.on.ca/eng/document/forms/enrol/enrolment_register_instructions.pdf)

Additional information on Enrolment Registers is located at:

<http://www.edu.gov.on.ca/eng/policyfunding/forms.html>

The SIS should include but not be limited to the following attendance functionality and have the ability to:

- Record and maintain information about student attendance;
- Allow for the Client's to also define attendance codes (e.g. attendance by reason or by absence code etc.);
- Ability to generate alerts as related to absence defined by the Client;
- Allow for occasional/substitute teachers able to record attendance in the SIS;
- Show a free form seating plan with images for taking attendance;
- Ensure limited repetitive action for staff entering attendance;
- Provide students the ability to self-check-in at the school through a validation process; and,
- Allow schools in which a student is enrolled in classes (cross-enrolled) to take attendance for the classes the student attends at their school (e.g. a student cross-enrolled to a school for an e-Learning course; the school offering the e-Learning course to be able to take attendance).

## 2.6 Assessment, Evaluation and Reporting

The SIS shall provide functionality for documenting, assessment, evaluation, and reporting of student learning in accordance with Ministry guidelines (e.g. Growing Success), as they may change from time to time. Additional information on Growing success can be found on:

<http://www.edu.gov.on.ca/eng/policyfunding/growSuccess.pdf>

<http://www.edu.gov.on.ca/fre/policyfunding/growSuccessfr.pdf>

<http://www.edu.gov.on.ca/eng/policyfunding/growingSuccessAddendum.pdf>

<http://www.edu.gov.on.ca/fre/policyfunding/growingSuccessAddendum.pdf>

### 2.6.1 Record and Reporting

The SIS shall include the capability to record and retain interim, final, course marks, comments, learning skills and attendance for any defined course including, but not limited to, all aspects of the ministry guidelines (e.g. Growing Success) for the appropriate curriculum/competencies.

The SIS should include but not be limited to the following record and recording functionality and have the ability to:

- Show a calculated final mark;
- Allow teachers to overwrite the calculated final mark, based on their professional judgement;
- Calculate blended final marks based on exam marks and class assignment marks, with an option for the teacher to overwrite that based on professional judgement;

- Calculate multiple honour rolls and medians based on set criteria;
- Record external course information for credit (e.g. Ballet and Royal Conservatory of Music courses);
- Indicate if a mark was achieved through rewriting, equivalency, external or challenge;
- Record marks for partially complete courses;
- Track actual learning (reporting) and progress against the student's planned learning goals from the student's learning plan;
- Import marks from other systems (e.g. Grade books, Learning Management Systems);
- Automatically translate values for marks. (e.g. Convert percentages to letter grades);
- Record multiple collaborative course assessments;
- Provide absence letters with an attendance profile to parents of students who meet the specified criteria, using the dates and types of letters previously sent to the student to ensure duplicates are not sent;
- Record actual start date, intended active date, actual active date, percent complete and actual end dates for each class a student takes;
- Collect individual marks for multiple reporting periods within an overall school year mark for any assessable item;
- Report on learning plan goals without marks;
- Assess using all aspects of the Ontario Performance Standards for the appropriate curriculum/competencies;
- Track student grade (level) transition historically;
- Assign attributes to an exam (e.g. Session date, location taken, accommodations (special needs), deferred, re-written, transferred from other jurisdiction);
- Build school and Client plans based on achievement data in the system and ability to track progress toward the plan. (e.g. 65% of students in grades 4 to 7 are meeting or exceeding expectations in literacy based on language arts marks, school board tests and provincial EQAO tests); individual schools and the Clients should have the ability to see track progress towards targets;
- Retain scanned document assessment results for viewing;
- Record community/organizational assessments to schools, clients, programs or groups;
- Select which assessable items are counted for formative and summative assessments;
- Mass change specified marks using parameters (e.g. Change 'i' to 'f' at year-end);
- Allow for a fast entry method for entering marks;
- Record past educational experience for a student;
- Record multiple types of marks: letter grade, percentages, numeric (3- or 4-point scales), text, abbreviations;
- Provide comments against any assessable item;
- Record interim, final, and exam course marks for any defined course across multiple effective domains (work habits, citizenship, attitude) for defined reporting periods;

- Filter/sort students by group or class to put in start dates, percentage complete and end dates;
- Group multiple students in different areas of learning for marking purposes;
- Calculate scholarship eligibility at the school and/or Client level, based on set criteria;
- Generate a demission check list which should allow manual entry of the demit date (default today) that will go on any required reports;
- Prompt the user demitting the student to update the marks field in a student's scheduled classes based on board preferences;
- Prompt the user demitting the student to end date or remove the student from school specific programs, teams or groups;
- Exclude a student from a search for and display of existing enrolments for the purpose of admitting that student to the school from which the search is conducted (e.g. For students in provincial resource programs such as sheltered students, Care, Treatment, Custody & Corrections Programs (CTCC) students, transition houses, youth custody centers); and,
- Track self-paced learning also referred to as self-directed or self-guided.

### **2.6.2 Awards and Transcripts**

The SIS shall include the capabilities to record retain, and report information on the diploma/certificate completion granted to a student including completion dates and diploma/certificate type. The SIS shall also include the capabilities to perform verification for students on meeting ministry award requirements and the ability to assign a diploma or certificate type to a student, individually or on mass.

The SIS should include but not be limited to the following award and transcript functionality and have the ability to:

- Grant diplomas for non-enrolled students;
- Assign a specific set of graduation rules, as per client's requirements, to a student or group of students;
- Verify if students on a Specialist High Skills Major (SHSM) pathway are meeting the requirements;
- Review the progress towards a program and if students are taking the needed courses;
- Perform graduation diploma verification when a student is attending multiple schools simultaneously and allow each school to do the graduation diploma verification;
- Perform current and projected (future) graduation verifications using all historical mark information, currently enrolled courses with exams, Prior Learning Assessments and Recognitions (PLARs) and future requested courses with exams. Course and exam marks not available should be clearly indicated. Graduation status should be clearly indicated;
- Print and calculate historical diploma requirements (e.g. Ontario Secondary School Diploma (OSSD) 1989, Ontario School Intermediate and Senior (OS:IS) 1984 blue book, Secondary School Graduation Diploma (SSGD), Secondary School Honour Graduation Diploma (SSHGD));
- Provide information on whether or not students have met, or will meet, all graduation requirements based on applicable graduation rules. Filter for missing or incomplete information including required courses, exams, completion dates; and,
- Record all awards (scholarships) received by the student and corresponding award/scholarship voucher details where applicable.

Additional information can be found as follows:

SHSM Requirements - <http://www.edu.gov.on.ca/morestudentsuccess/SHSM.html>

French MHS Requirements - <http://www.edu.gov.on.ca/plusdereussitedeseleves/SHSM.html>

Program Policy Updates - <http://www.edu.gov.on.ca/eng/document/policy/os/index.html>

French program policy updates - <http://www.edu.gov.on.ca/fre/document/policy/os/index.html>

Diploma Requirements - [http://www.edu.gov.on.ca/eng/document/policy/os/onschools\\_2016e.pdf](http://www.edu.gov.on.ca/eng/document/policy/os/onschools_2016e.pdf)

French Diploma Requirements -  
[http://www.edu.gov.on.ca/fre/document/policy/os/onschools\\_2016f.pdf](http://www.edu.gov.on.ca/fre/document/policy/os/onschools_2016f.pdf)

### **2.6.3 Reporting of Student Achievement**

The SIS shall include capabilities to communicate the student's achievement via a report card and transcript, as per the Ministry's requirements.

The SIS should include but not be limited to the following reporting of student achievement functionality and have the ability to:

- Generate an alternative report card for students;
- Exclude selected marks and courses from a transcript or report card;
- Send the report card to multiple contacts by mail or e-mail for a student, based on custody arrangement;
- Proof-read a report card and make changes online at teacher and school level;
- Generate report cards for students who transfer beyond the six (6) week OSR rules window;
- Maintain multiple customizable report card templates for each individual client;
- Add adaptations and modifications to a report card;
- Perform report card verification to check the marks and comments prior to the report card distribution;
- Produce a report card at any time and distinguish between interim and term report cards;
- Produce a personalized report card for a student based on a Client template and stored student information, including course and curriculum information from multiple schools and school types. Including the ability for template to be modified;
- Allow for report cards to be printed, e-mailed and stored for future viewing;
- Produce bulk e-mail report cards;
- Produce a single consolidated report card for a student enrolled in multiple schools;
- Produce a report card for a student who has been demitted, for the time the student was enrolled;
- Include multiple teacher names on a report card including student teachers;
- Report on completion of interim and final report cards;
- Set up of Client level comment banks for teachers to choose from when populating report cards including the ability for groups of teachers to share comments;
- Categorize comments in all comment banks;
- Edit comments from a comment bank once added to a report card;
- Allow for comment banks to be retained over multiple school years;



- Comments and marks to be copied down for all students or a select group being reported on;
- Find and replace edited comments;
- For unlimited comment length with option to constrain length at school level;
- Produce a transcript that identifies at which school each course was taken;
- Visual confirmation that marks entry is complete for a student based on list of courses/curriculum;
- Utilize context sensitive words in comments (e.g. He/she, legal name, usual name);
- Spell checking in comment banks and boxes, using Canadian English and Canadian French dictionary;
- Include any assessable item and corresponding assessment and comments from all schools at which the student is enrolled on a report card (e.g. Percentage of course complete, progress towards IEP goals/objectives);
- Personalize report cards to the recipient (e.g. Adult students and students not living with parents);
- Produce different report cards for different education delivery models (e.g. distributed learning, secondary); but with ability to combine data from different education delivery models into a consolidated format;
- Visual confirmation that mark entry is complete for a student based on list of courses/curriculum;
- Maintain multiple customizable report card templates for each Client;
- Create mail merge templates including the insertion of merge fields to be automatically populated from the database during mailing/label generation;
- Generate all mailings and labels using a mail merge template;
- Reflect courses finished mid-year on transcripts; and
- Produce an interim transcript with courses in progress and allow an option to include grade 8 and 9 achievement as well as 10 to 12.

#### **2.6.4 Education Quality and Accountability Office (EQAO) Interface**

The SIS shall include, but not be limited to, an interface to support Education Quality and Accountability Office's (EQAO) assessment needs as they may change from time to time, or any other future standardized testing requirements.

The SIS should include but not be limited to the following EQAO functionality and have the ability to:

- Produce data extracts for the appropriate student population to meet the EQAO requirements for a given assessment;
- Automatically map SIS data into data format and type as specified by the Student Data Collection (SDC) system provided by EQAO;
  - Include accommodations identified in the IEP as part of the upload to the EQAO.
- Import and store individual student EQAO Ontario Secondary School Literacy Test (OSSLT) results;
- Provide provisions to automatically incorporate individual student OSSLT results as part of the graduation requirements; and,
- Import and store individual student EQAO Grade three (3), six (6), and nine (9) assessment results; this may be included on the technology plan road map.

## 2.7 School Year Setup

The SIS shall have multiple tracks, semesters, term timelines and calendars, as well as dynamic blocks (blocks of time that can be assigned to periods, which live within a timeline and are associated with calendar days). Timelines must have the ability to be assigned to multiple school days)

The SIS shall be compliant with current Enrolment Reporting Instructions.

Ontario Enrolment Register Instruction for Elementary and Secondary Schools can be found at:

[http://www.edu.gov.on.ca/eng/document/forms/enrol/enrolment\\_register\\_instructions.pdf](http://www.edu.gov.on.ca/eng/document/forms/enrol/enrolment_register_instructions.pdf)

The SIS shall include capabilities to create a new school year, to be done individually as per each Client's requirements on a board or school level. During the transition to a new learning cycle the SIS shall be able to accommodate more than one method of organizing school curriculum (e.g. education delivery model; courses and curriculum for K-12, DL, Alternate and Continuous Entry schools, linear, semester and term courses) and shall include the ability to offer individualized alternative schedules for students (e.g. dual credit).

The SIS should include but not be limited to the following school year setup functionality and have the ability to:

- Copy all setup information for a school from the current year to the next year, with selected attributes;
- Identify all students who are leaving a school and their reason for leaving (e.g. demit reason, moving to a new school, graduating);
- Maintain a leaving student as a current student until their demit date, while concurrently the receiving school has the student as an incoming student;
- Create students' classes and programs for the new school year;
- Assign and mass assign students to a new grade, homeroom, class, program, French Hours, and/or school at any time for next school year without affecting current school year;
- Automatically move students to their next learning level (e.g. Grade 3 to grade 4 or optionally grade 12 to graduated based on business rules during the year end process);
- Allow students to carry forward unfinished courses with all relevant course attributes including but not limited to in-progress marks, comments, assignments, active date and attendance to the next school year;
- Assign staff to schools, students, homerooms, classes, teams, groups and programs for the next learning cycle without affecting current school year;
- Calculate potential enrolment (body count and FTE) for the next school year based on students who are new, leaving, or staying;
- Allow different start dates for different students in a school (e.g. based on beginning of the school year, beginning of a course, and course completion percentage);
- Assign or mass assign students to a homeroom (or to multiple home rooms) based on grade, current homeroom assignment, scheduled class list, alphabetically, or randomly;
- Link a homeroom to a teacher or to multiple teachers;
- Set up a defined school year for multiple education delivery models (multiple tracks) with start and end dates;
- Allow for different schools to run on different school years (e.g. Summer schools, night school);
- Exclude students or groups of students from the year end process;

- Easily change dates used to set up the school year without affecting the school year (e.g. Two weeks into the first semester, a school decides to change from a two-semester to a three-term school year);
- Accommodate more than one school curriculum organization (e.g. courses and curriculum for pre-K-12, alternate and continuous entry schools, linear, semester and term courses);
- Transition to a new school year at the Client or school level by education delivery model without affecting other education delivery models;
- Create multiple schedule templates for the next school year consisting of the number of periods in a day, number of days in a cycle, and assignment of alpha or numeric block codes to meeting patterns;
- Globally assign students to a staff member by grade (level), demographics, or scheduling data; and
- Automatically assign next level of course/learning activity when a course is complete.

### **2.7.1 Course Management**

The SIS shall maintain list of courses provided by the Ministry for dual credit, locally developed and Ministry defined courses codes, as per the Common Course Codes for Ontario Curriculum and any other Ministry requirements as they may change from time to time.

For more information on Common Course Codes for Ontario Curriculum, please refer to:  
<http://www.edu.gov.on.ca/eng/general/list/commoncc/cc.html>

French - <http://www.edu.gov.on.ca/fre/general/list/commoncc/cccf.html>

### **2.7.2 Course Catalogue**

The SIS shall contain a full list of course catalogues offered by school year (past and present), with start and end dates, according to the requirements in Section 2.7.1 managed by each Client individually.

### **2.7.3 Student Course Selection**

The SIS shall give Clients the ability to list the elective and mandatory courses, for each student based on criteria including, but not limited to, grade level, graduation requirements, student learning plan, pre-requisites and co-requisites, with the ability for the Client to override. Students shall have the option to select courses within the Parent/Student portal or a third party software.

The SIS should include but not be limited to the following functionality and have the ability to:

- Allow for a student to select courses either on-line or via paper form from a school course listing;
- Allow for Clients to open and close the course selection process by date or manually;
- List and review all courses that a student has selected for a school;
- Indicate that review of a students' course selections has been completed;
- Mass assign or un-assign students to a course or courses by grouping;
- Assign students to a course individually;
- Assign students or have students select a course at different grade levels regardless of the grade or education delivery model the student is in. (e.g. a Grade 6 student taking Grade 8 Math in the same or different school);
- Allow for a fast entry method for the office to enter student course selections; and,
- The SIS should have the ability to obtain student requested courses (options) from third party systems.

#### 2.7.4 Scheduling – Master Schedule Configurations

The SIS shall allow individual schools to set up and build master schedules (elementary, rotary and secondary) with emphasis on student course selection and according to staffing allocation, available classrooms, specialty rooms within the school, staff specialties, and program offerings, as well as include flexibility for specialized programs, and different schools and districts across the Province. The SIS shall give the ability to evaluate, save, and simulate multiple master schedule scenarios. The SIS shall work with continuous intake and early completion courses that last the full duration of a semester or term as well as course enrolments that have flexible start and end dates within a semester or term courses may span multiple school years.

The SIS should include but not be limited to the following scheduling functionality and have the ability to:

- Map out preparation time for educators;
- Schedule special duties for teachers (e.g. yard duty); reshuffle timetables to ensure each student has optimal course lists;
- Assign a new teacher at any time during the school year;
- Build multiple timetable templates for each education delivery model in a school. These may be scheduled separately (e.g. Ability to run and save multiple scenarios or assign different timetables to different groups of students);
- Manually place students into the master schedule;
- Allow for class durations to vary in the master schedule (e.g. Single block on day 1, double block on day 2);
- Change the school master schedule mid-year;
- Provide a school calendar with scheduled blocks and holidays displayed;
- Provide a complete listing of the master schedule for a learning cycle. Include schedule balancing information for each term by gender identity, grade and summary class totals (e.g. seats taken in a class, number of special education and ELL students etc.);
- Optimize student schedule so each student has optimal course lists based on size of class with respect to Ministry size requirements;
- Create multiple schedule templates for the next learning cycle consisting of the number of periods in a day, number of days in a cycle, and assignment of alpha or numeric block codes to meeting patterns;
- Clearly differentiate between blocks and periods; (e.g. block A period 1);
- Copy a timetable template from a previous year with selected attributes;
- Assign admitted (but not enrolled) students to courses, programs, groups and homerooms;
- Create classes based on a master course directory and number of classes required per course (based on student course requests). Rename the class; assign attributes such as section code, room, teacher(s), class size, optional attendance, maximum number of special needs students, gender, and other class specific information;
- Create combined classes with associated sub-courses;
- View which sub courses are grouped within the class;
- Create host classes with associated sub courses for the purpose of keeping a cohort of students together through a learning cycle (e.g. an applied skills class could include carpentry, cooking and metal work offered in each of three terms). Allow assessment and attendance to be maintained at either the host course level or the sub-course level;

- Assign an alert to a class to flag when certain attribute limits are reached (e.g. room size limit, class size limits, maximum number of special needs students);
- Blend classes with different lengths in the timetable (e.g. full year classes blended with semester and term classes of various lengths);
- Mass assign or remove attributes across all classes or a subset of classes;
- Assign a priority to an alternate course;
- List students scheduled into an alternate course request and display both the alternate and primary request;
- Assign a priority to a compulsory course;
- Specify the order in which classes are scheduled (e.g. Math 10 before French 10 because Math 10 is a required course);
- Enter assigned time placeholder classes (e.g. lunch and study);
- Create classes not attached to a master schedule (for distance learning and after school programs);
- Assign constraints to the timetable building process such as teacher and room availability, room type, maximum classes a teacher can teach, maximum classes in a row that can be taught, period and class availability (e.g. only in period 1), time slots when a class cannot meet;
- Create classes without teachers or rooms assigned;
- Allow for class durations to vary in the master schedule (e.g. single block on day 1, double block on day 2);
- Open multiple screens during master schedule building and student scheduling processes so changes can be viewed as they happen;
- Manually assign a teacher to a specific classroom;
- Manually add an irregularly scheduled block to a timetable;
- Identify global alternates for student course requests;
- Identify specific alternates for student course requests;
- Run timetable-building simulations by grade, group or global assignments to create a master schedule (i.e. to identify which classes are going to be offered in which rooms and taught by which teachers; classes are not populated by actual students yet);
- Save and retrieve preliminary versions of the timetable generated by the timetable-building simulation process;
- Report course/class conflicts;
- Visualization component to the conflict matrix, when creating a master schedule;
- Ensure there are no staff conflicts in the master schedule;
- Assign a weighting of effort on each course and take that into consideration when building a master schedule; and,
- Determine if student can be accommodated in master schedule, before they are registered in a school.

### **2.7.5 Student Scheduler**

The SIS shall provide two modes for setting up student schedules, for a group of students or individual.

The SIS should include but not be limited to the following student scheduler functionality and have the ability to:

- Automatically populate the master schedule based on student course requests, thus creating student schedules using a timetable-populating simulation process;
- Perform multiple timetable-populating simulations when loading students;
- Schedule and simulate by section, grade or group;
- Lock in students from previous timetable-populating simulations before running a future timetable-populating simulation;
- Set parameters so that a timetable-populating simulation can overwrite any constraint or limits (e.g. By a number and/or by a percent);
- Set parameters so that a timetable-populating simulation can balance or prioritize class composition by student type, gender, group, grade, or workload (balance heavy courses across semesters);
- Modify seat targets for a period, for a grade, or class;
- View a count of student type, class size, or other attribute in each class;
- Overwrite conflicts (e.g. multiple classes in a gym or shop at the same time);
- View a student's timetable and identify unscheduled course requests;
- Move or copy all students or selected students in a class to another class, with the option to delete or keep them in the original class, and the option to move or copy marks and/or attendance;
- Identify the excess demand for a course (number of students requesting a course who have not been scheduled), as a result of a timetable-populating simulation process;
- View logs, reports and/or software tools to view the parameters and statistics from the school timetable-building and student scheduling processes;
- View all courses a student is taking in multiple schools and a visual indicator to indicate the courses scheduled/being taken in a different school;
- Build a teacher availability timetable;
- Provide a visual timetable builder tool – a way to visually set up a school timetable;
- View how a student request was scheduled (e.g. via the master scheduler, manually, or conflict);
- Provide student schedules in a grid or list format. Each individual Client or a school within the DSB shall have the option to change the format within the basic template before producing the schedules, including adding fields as required, and adding general free form comments to be applied to student groups;
- Record requests for courses and alternates without having a student enrolled;
- Schedule a student who is not enrolled and hold the place in the class and assign the student at a later date;
- View a list of the places held for a student and the users who created them;
- Change an assigned class back to a course request and release the hold;
- Create or maintain a schedule for a student including adding, changing, substituting, and dropping classes;

- Use the rules from the school-defined timetable during the walk in scheduling process; and
- Establish a transition processes for semester end, year-end, graduation, Summer School, transferring students, etc.

## 2.8 Special Education

The SIS shall include, but not be limited to, the capabilities to develop an Individual Education Plan (IEP) for each student with special needs that summarizes and records the individualization of a student's education program as per the Ministry's guidelines (e.g. Identification, Placement and Review Committee (IPRC) requirements regulation 181/98), as they may change from time to time. The current information on IEP can be found at: <http://www.edu.gov.on.ca/eng/general/elemsec/speced/individu.html>.

The SIS should include but not be limited to the following special education functionality and have the ability to:

- Create a learning plan containing courses, course completion schedules and/or goals and objectives and methods of obtaining the goals/objectives for a student. Learning plans may be used as a starting point or template for creation of an IEP;
- Allow for a learning plan/IEP to reference learning requirements related to a student's expected future educational or vocational path (e.g. A student planning to attend engineering school must take math 12);
- Assign a case manager, IEP team members and other participants to the student IEP;
- Provide visual cues throughout the system to indicate a student with an IEP, with the ability to drill down to view the IEP;
- Create a draft and final copy of a learning plan/IEP;
- Adapt or modify existing IEP;
- Maintain a list of common adaptations and modifications to IEPs;
- Assign adaptations and modifications to a student or group of students;
- Link adaptations and modifications to courses/curriculum;
- Create objectives, strategies and goals for an IEP;
- Have a printable view of a learning plan and/or IEP;
- View objectives, strategies and goals for an IEP as part of the student's report card and profile;
- View history of interaction with a designated student;
- Track IEP goal progress information at the Client level;
- Record formal and informal assessment information including date, assessment area/type, assessor (name and/or position), assessment status, and parent consent to release assessment information to specified individuals or groups;
- Assign a service plan and service resources recording services/name, position responsible, time, frequency, location, refusal/start dates and comments;
- Maintain a list of assistive technologies;
- Track assistive technology use using a list of common items;
- Record designation audit dates and results;

- Integrate learning plans/IEPs with corresponding achievement and attendance data (e.g. Show achievement and attendance information for current courses in the learning plan to track progress toward goals);
- Copy and save versions and use a finalized learning plan or IEP as a template for new learning plans or IEPs (multiple learning plans and/or IEPs may be created for each student);
- Automatically create an alert and send to selected users when a new version of the IEP is created;
- Utilize an IEP wizard to lead the user through completing the IEP based upon how the student is categorized;
- Trigger the generation of alternate report card for students with IEP;
- Hold a finalized learning plan/IEP for review and to release the learning plan/IEP to view on-line through the Parent/student interface;
- Record review date;
- Record minutes of referral and action team meetings by student;
- Add version comments to a learning plan or IEP;
- Record when a final version of a learning plan or IEP is created, including date and user;
- Create a learning plan containing courses, course completion schedules and/or goals and objectives and methods of obtaining the goals/objectives for a student;
- Record determination of eligibility information and view the information in the IEP including, but not limited to, referral dates, types, persons responsible, comments and recommended actions; and,
- Allow for individual staff to read or write information to a learning plan or IEP depending on access rights.

Allow for a Parent to indicate learning plan and/or IEP information and permissions are correct;

The SIS should have the ability to obtain special education information from third party systems, such as Case Management; and,

The SIS shall provide access to the IEP for users, with access to the student, through-out the SIS (e.g. student achievement, incident reporting, etc.).

## **2.9 Continuing Education**

The SIS shall include, but not be limited to, capabilities to record, retain and update information required regarding continuing education, as per individual Client's requirements and Ministry requirements. It shall be flexible in allowing different configurations based on the way individual schools are set up.

The SIS should include but not be limited to the following continuing education functionality and have the ability to:

- Establish schools specifically for Continuing Education activities;
- Allow parents and students to complete registration on line;
- Allow parents/students pick courses/sessions from a catalogue;
- Allow parents/students pay registration fee through online payment;
- Setup the school to include school calendar, timelines, programs, course catalogue, Master Schedule, and teacher/instructors;
- Setup Continuing Education courses (i.e. Course delivery type, start and end dates of program, start and end times of class and days of the week for each class);
- Produce a Ministry Compliant Continuing Education registers;



- Extract data in EFIS format with calculations;
- Supports OnSIS submission processes;
- Record PLAR and Personal Learning Environment (PLE's);
- Mark student as Mature;
- Record lessons marked and teacher Contact
- Generate Register of Enrolment in Correspondence/Self Study/e-Learning Courses;
- Generate Independent Study and e-Learning Register for Day School Pupils;
- Provide reports to assist in data reconciliation;
- Record attendance
- Be able to support Credit (night, summer, e-Learning), non-credit (ILE, Literacy Numeracy), Focus on Youth, and Adult programs by providing registrations, placements, and communications
- Utilize online student registration application to register student into Continuing Education programs and classes. Includes the ability to automatically schedule a student into the program and class;
- Approve non-board students into programs and classes, with availability;
- Transfer students between programs and schools; where required; and
- Complete tasks similar to Day schools – enrolment, attendance, achievement including report cards.

Continuing Education shall leverage regular day school scheduling but must be flexible enough to meet the needs of ERI.

For more information on ERI, please refer to: <http://cesba.com/resources/eri-resources/>

Please refer to: [http://www.edu.gov.on.ca/eng/document/forms/enrol/enrolment\\_register\\_administrators.pdf](http://www.edu.gov.on.ca/eng/document/forms/enrol/enrolment_register_administrators.pdf)

French - <http://www.edu.gov.on.ca/fr/general/elemsec/speced/individf.html>

## **2.10 All Incident Reporting**

The SIS shall include an incident reporting functionality, including recording and retaining of all information related to an incident and ability to generate suspension/expulsion letters from a template to be customized by Client.

The incident reporting shall always be in compliance with Ministry requirements. For greater certainty and without limiting the generality of the foregoing, these shall include: Safe Schools Act 2000, Bill 212, Ontario Ministry of Education Policy/Program Memorandum No. (PPM) 120, PPM 144, PPM 145, and Ontario 2018:SB06, as they may amend from time to time.

For more information on Safe Schools Act, 2000, please refer to:

<https://www.ontario.ca/laws/statute/S00012>

French - <https://www.ontario.ca/fr/lois/loi/s00012>

Bill 212, please refer to:

<http://www.edu.gov.on.ca/eng/safeschools/act.html>

French - <http://www.edu.gov.on.ca/fr/safeschools/act.html>

PPM 120, PPM 144, and PPM 145, please refer to:

<http://www.edu.gov.on.ca/extra/eng/ppm/ppm.html>

French – <http://www.edu.gov.on.ca/extra/fr/ppm/ppmf.html>

For more information on 2018:SB06, please refer to:  
[https://efis.fma.csc.gov.on.ca/faab/SB\\_Memos\\_2018.htm](https://efis.fma.csc.gov.on.ca/faab/SB_Memos_2018.htm)

French - [https://efis.fma.csc.gov.on.ca/faab/SB\\_Memos\\_2018FR.htm](https://efis.fma.csc.gov.on.ca/faab/SB_Memos_2018FR.htm)

## 2.11 Reporting Requirements

The SIS shall include the capability for each Client to:

- Maintain a standard set of reports; and,
- Create and generate different reports according individual users' needs, including, but not limited to basic operational reports and ministry reports.

Reports required by Clients may include, but not be limited to: Operational reports, board specific reports, data analysis business intelligence reporting, Ministry reporting and maintaining reports.

The Clients require ministry reports such that verification and exception reports can be completed between the SIS and OnSIS by the Client as per section 2.1, Provincial Compliance.

The SIS shall include the capabilities for users to create customizable reports, limited to their authorization access and view them on screen, save the report template for future use and save the report output in multiple data formats (e.g. .doc, csv, pdf, and XML).

The SIS should provide audit trail reports for all access and changes to a student record.

The SIS should provide audit ability at a data field level.

The SIS should include but not be limited to the following reporting functionality and have the ability to:

- Review generated reports on screen, export them as various standard common file formats (e.g. docx, xlsx, csv, pdf, and xml), print, save, and have a dynamic link to them emailed to the requestor;
- Allow the SIS Administrators to generate district reports that are usually for specific schools – reduce the need to run reports at school level – filter on selected schools;
- Exclude information about students under court order, sheltered students, or otherwise at risk students from reports;
- Monitor the processing status of requested reports;
- Generate reports in real time or queue;
- Monitor the processing for status of reports while in queue;
- Generate reports immediately or schedule reports for future processing;
- Allow for users to request and schedule multiple reports simultaneously;
- Include a customizable header and footer for each report;
- Sort/group report data on multiple fields based on user input;
- Customize/filter reports based on selection criteria;
- Specify usual name, legal name, called name, or a combination on all reports displaying the student name;
- View all reports on any type of device;
- Link the ability to generate and export reports with user's access authorization;
- Apply access rules prior to generating report, (e.g. Reports shall not include information users are not authorized to access);

- Produce reports for a specific school, defined group of schools or per Client;
- Identify the user that requested each report;
- View when a report was requested;
- Schedule standard reports to run recursively at specified dates and times. (e.g. Nightly at 8:00 pm);
- Add a user defined sub title to reports;
- Optionally exclude active, inactive, pre-registered students, upon request;
- Exclude confidential information from reports;
- Display date and time stamp on all reports according to time zone in which user requesting the report resides;
- Display control break headings on reports;
- Save standard report parameters for reuse;
- Display all report parameters requested on a report;
- Set default values in report parameter fields;
- Save user created reports as templates and share them amongst users or with different Clients;
- Allow for users with higher technical skills to generate reports using SQL queries;
- Access multiple data sources in one report;
- Preview multiple reports on-line at the same time;
- Put electronic signatures on reports;
- Generate exception reports, scheduled only if a specified criteria are met;
- Send dynamic link to a report, to email from the distribution lists;
- Design charts and graphs;
- E-mail reports manually or automatically for electronic distribution including ability to access individual addresses or distribution lists from the email system;
- Allow individual users to create a list of "favourites" reports;
- Allow for users to modify template reports and save as a different version;
- Allow for the user to define the earliest and latest data to be used in the report;
- Drill down into the details of the report;
- Provide vertical word direction on reports;
- Utilize report "wizard" to assist and guide users through building a report;
  - End user have the ability to do simple adhoc reporting as needed;
- Change report formatting including font, font size, bolding;
- Warn or block users if reports will significantly affect system performance;
- Support natural language queries;

- Have data connection for use by Microsoft word, google docs, Microsoft excel, google sheets and other office software to perform functions such as mail merge or create lists;
- Sort/display lists of reports for user selection in categories rather than one large list;
- Warn and/or inform users of the number of pages the requested report will contain;
- Provide summary or detailed information on all types of attendance data between specified dates;
- Track non-attendance students for their first day of non-attendance for demit purposes;
- Create funding type reports with a list of funded and unfunded students;
- Allow for a user to report on all data in the application subject to access rights defined for the user role;
- Provide method for users with limited technical skills can easily create simple adhoc reports; and,
- Provide a log that allows to view who ran the reports and when.

## **2.12 English Language Learners (ELL, ALF PANA)**

The SIS shall collect family and student information for the purposes of assessment and pre-registration to the designated school with appropriate security tasks for welcome centre, central, and school staff.

The SIS should include but not be limited to the following language learners functionality and have the ability to:

- Search for matching students to avoid duplicate student entry and display matching student names in alpha order with contact information for that student to assist in identifying previous students or add new students if a match is not found;
- Check for existing SIS contacts;
- Include the ability to set up appointments for students by assessor;
- Collect the same information required for student registration such as legal name, birth date, gender, birth country, status in Canada, verification, and arrival dates;
- Provide the ability to collect and report on language assessments and scores for initial and subsequent assessments so that educators may collaborate and share observations;
- Provide drop downs with Observable Language Behaviours, (“OLB”) Steps to English Proficiency, (“STEP”) continuum listed to choose from (autofill fields);
- Include access to FRC tracker (OLB drop downs, STEP level and overall, observations, suggested strategies, and automated email button to school once ELL is registered);
- Access STEP continuum visual - snapshot for teachers to quickly reference;
- Button to indicate LSS involvement recommendation;
- For elementary placements, ESL, ELD, or no direct ESL/ELD is selected with the appropriate STEP level and overall, observations are part of the pre-registration information to the designated school;
- For secondary placements the 5 character course code will be selected from a drop down list such as ESLAO, ESLBO, ESLCO, ESLDO, ESLEO, ELDAO, ELDBO, ELDCO, ELDDO, ELDEO, or blank;
- Date stamping for assessments and placements;
- Integration with registration and assessment data;
- Perform spell and grammar check;

- Print forms and assessments;
- Query previous school BSID's;
- Check if student is currently active or pre-registered at any school in the district and for any found students not allows an additional registration; and,
- Ability to identify students qualifying for the ESL/ELD amount (see O. Reg. 284/18: Grants for Student Needs – Legislative Grants For The 2018-2019 School Board Fiscal Year).

Please refer to the following links for French language requirement:

[http://www.edugains.ca/resourcesELL/Assessment/STEP/STEPUserGuide\\_November2015.pdf](http://www.edugains.ca/resourcesELL/Assessment/STEP/STEPUserGuide_November2015.pdf)

ALF <http://www.edu.gov.on.ca/fre/curriculum/elementary/alf18curr2010.pdf>

PANA <http://www.edu.gov.on.ca/fre/curriculum/elementary/appui18curr.pdf>

The SIS shall meet the Ministry requirements as it relates to assessment of language support needs.

### **2.13 SIS Integration**

The Proponent shall provide open, documented, bi-directional Application Program Interface (API) to the SIS, freely accessible without additional cost or charges to all third party software providers authorized by the Client and/or Client's in-house software development teams to integrate the SIS to software suites of Client's choosing including, but not limited to:

- Learning Management System (e.g. D2L/Brightspace)
  - Support of registration, enrolment, attendance, and reporting of students taking e-learning courses in and out of board in a Virtual Learning Environment (VLE). The SIS manages these processes and required reporting concurrently in the SIS and VLE including the Ontario e-learning Consortium (OELC) system, PRISM where e-learning students in the consortium register through their guidance counsellors.
- Grading software;
- Case Management software;
- Cashless school software;
- E-learning system;
- Safe arrival application;
- Parent notification system;
- Career exploration software
- Online registration;
- Data warehouse;
- Teacher on call system;
- Library management software;
- Insurance Exchange software;
- Communicable Disease Surveillance (e.g. Panorama);
- Electronic Transcript Management System (eTMS);
- Transportation consortiums;

- Ontario Universities and College Application Services (OUAC and OCAS);
- IEP/IPRC applications; and
- Other types of software required by the Client, within reasonable confines of compatibility (backward & future) and platforms, required by Clients.

The SIS should include but not be limited to the following functionality and have the ability to:

- Provide for the system to connect to third party records management databases;
- Read room data from external systems;
- Be able to push data from the SIS into other applications and must also be able to retrieve (pull) data back into the SIS, (e.g. students would enter their course selection for next year in an application such as Career Cruising (CC) and then CC would send those course selections back into the SIS so that schools can build Master Schedules and Student timetables for the next school year);
- Export data elements from the SIS database and use for other integrated applications requiring student data - e.g. Absence Notification call out system, 3rd party applications (IEP, Transportation Consortium data needs etc.);
- Seamlessly integrate with third party IEP/IPRC applications; and
- Provide access to oOnline course selection (Career Cruising, myBlueprint).

The SIS, through the API, manages the integration of students taking online courses such as eLearning courses in and out of DSB in a Blended Learning or Virtual Learning Environment such as D2L. For example, SIS must be able to:

- Display online course attempts/completions on Credit Counselling Summary reports;
  - The credit counselling summary report should reflect all courses that the student is currently registered in and the previous year.
- Store student class attendance data;
- Include online credit attempts in FTE, ADE and high credit calculations; and
- Integrate student registration, enrolment, attendance, and achievement, and other data required by OnSIS to meet Ministry reporting requirements.

#### **2.14 Future Features**

The Supplier should work towards all features that are not currently part of the SIS and include them in their product roadmap. The Proponent shall also propose new and upcoming functionality over the Term of the Agreement.

In order to allow stakeholders (e.g. parents, staff) to become self-sufficient, the Supplier shall invest in emerging technologies and make a commitment to ongoing modernization and development efficiencies, as identified by Clients through various channels (e.g. user communities etc.).

#### **2.15 Managed Services**

The Proponent shall be provide the following Managed Services, but not limited to:



## 2.16 Implementation

The section below describes the implementation requirements for the SIS and Managed Services that the Proponent shall provide to Clients. These shall, at a minimum, include:

- Project Management based on project management lifecycle;
- Gap identification and Impact Assessments;
- Transition (including data conversion and transition);
- System Design and Development (as required);
- Assessments (PIA and TRA);
- Integration and Testing;
- Change Management;
- Training;
- Communications;
- Pilot and Successful Launch; and
- Ongoing Services.

### 2.16.1 Project Management based on project management lifecycle

The Proponent shall manage all implementation requirements and shall prepare an implementation plan in collaboration with each Client, based on the project management methodology. This includes all project phases: initiation, planning, execution and closure:

#### Initiation:

- Establish project charter
  - Identify roles and responsibilities;
  - Define objectives;

- Identify stakeholders and governance;
- Terms of reference; and
- Budget.
- Appoint project team
  - Identify the required resources that will be allocated for a successful implementation.

**Planning:**

- Project plan
  - Outline the scope of work including project phases, milestones, estimated work efforts, and timelines.
- Resource plan
  - Identify specific teams to support each Client, with a project manager in charge of each Client's implementation; technical staff to assess and recommend infrastructure requirements for on premise Clients; the inclusion of a communication lead.
- Risk plan
  - Define a risk assessment matrix,
  - Describe the implementation risk management process, and
  - Process to identify risk and mitigation strategies.
- Data Migration Plan (Legacy and Historical Databases)
  - Planning, Data Migration, Data Transformation and Data Loading; and
  - Active and historic student data.
- Integration Plan
  - Infrastructure Assessment
  - Identify Hardware (including storage), Software
  - Identify in-house/3rd party applications interface requirements
- Technology Plan
  - Provide a road map for technology requirements, and
  - Provide a road map for the SIS in the next three (3) year period.
- Communication
  - Define the information that will be delivered in the communication plan. Identify stakeholders and stakeholder expectations;
  - Define the team members who will deliver the types of information you will deliver the information;
  - Define the format, timing and release of the communication; and
  - Provide templates, formats, or documents that will be used for communicating.
- Change management plan



- Provide a plan for Client change management; and
- Define how organizational change management will be reviewed, assessed and managed.
- Transition Plan
  - Plan will include, execute, monitor, control and report to make SIS production ready.
- Training plan
  - Provide a framework for developing Client specific training plan.

**Execution:**

- Build deliverables and execute plans from planning phase;
- Weekly project status reports; and
- Provide implementation support.

**Closure**

- Knowledge transfer
  - Describe knowledge transfer plans; and
  - Community portal for Clients to discuss implementation practices.
- Ongoing support
  - The Proponent shall specify, design and provide a support model for Clients; and
  - Provide a plan on how the Proponent will support the Client once the system has been implemented.

**2.16.2 Gap Identification and Impact Assessments**

Should a Client require transitioning to a new SIS, the Supplier shall conduct a gap analysis of the Client's current SIS against the Proponent's SIS to determine if business requirements are being met and identify steps that need to be taken to ensure requirements are successfully met.

**2.16.3 Transition (including data conversion)**

The Proponent shall provide configuration, customization, data conversion (for active and historical student data), deployment, training, support and other items required in preparation for a successful delivery of the SIS and transition based on Client requirements. The Proponent will provide a conversion tool for data transition, as requested by the Clients.

Data conversion shall be provided for:

- Complete data for current and historical school years for students in the SIS currently used by a Client for a Client defined number of school years (e.g. all students enrolled in the past 15 years);
- Limited data required to produce transcripts and index cards as required by the Ontario Student Record Guideline for all students in the SIS currently used by a Client outside of the Client defined number of school years; and,
- Limited data required to produce transcripts and index cards as required by the Ontario Student Record Guideline for all student data stored in archive systems.

**2.16.4 System Design and Development (as required)**

The Proponent shall provide the following (but not limited) to ensure a successful implementation:

**2.16.4.1 Detailed Design Documentation**

The Proponent shall provide detailed design documentation and workbooks. Design documents shall include security requirements.

The Proponent shall provide a structured implementation and change control process (utilizing standard API and/or developer tools, if necessary) to encapsulate, schedule and implement any changes that impact the development environment.

#### **2.16.4.2 Operational Manual**

The Proponent shall provide an integration manual which outlines the processes of the SIS and the roles and responsibilities between stakeholders, and in accordance with Section 2.2.1 is available in both English and French languages.

#### **2.16.4.3 Development and Test Environment**

For SIS hosted on Client's premises, the license shall allow for creation of unlimited number of environments.

For SaaS SIS, the Proponent shall provide each Client with an initial and ongoing test software environment which shall allow each Client to:

- Ensure new patches are compatible with other software that each Client may be utilizing and maintain a current, readily available compatibility table for the SIS environments; and,
- Practice utilizing real data currently contained in the development environment.

The Proponent shall provide training and support to set up production and test environments prior to conversion

- A starter database populated with current ministry tables;
- Detailed documentation and support on setting up the board, school, and security areas and ongoing management; and,
- The Proponent will work with the Client to set up non-production environments as per the Client's needs.

#### **2.16.4.4 Security Model**

The Proponent shall define, develop and provide a security model that defines the role based matrix for users. This includes the process for creating and managing accounts and roles to the field, where needed.

Security shall not be managed directly in the SIS application.

#### **2.16.4.5 System Test Requirements**

The Proponent shall ensure that the SIS is performing optimally throughout the Term of the Agreement. To ensure optimal performance, the Proponent shall at a minimum:

- Validate surge capacity to ensure optimal operation during peak usage periods;
- Ensure integrity of servers to avoid leakage of private information,
- Ensure proper data integration (during implementation and ongoing); and
- Beta testing against the Clients data processes.

#### **2.16.4.6 User Acceptance Testing**

The Proponent shall perform all testing required to verify all SIS functional requirements outlined are met for each Client.

The Client will conduct their own User Acceptance Testing (UAT) cycles to confirm the application meets the documented requirements.

### **2.16.5 Assessments (PIA and TRA)**

The Proponent shall conduct Privacy Impact Assessment and Threat Risk Assessment to identify any potential privacy and security risk at the Proponent's costs.

#### **2.16.5.1 Privacy Impact Assessment**

The Proponent shall conduct a Privacy Impact Assessments (PIAs) at its own expense relating to the Personal Information, which will be available for review by OECM and/or any individual Client. PIAs shall also be performed by the Proponent, prior to any material change to the delivery of the SIS.

OECM and each individual Client shall have the right to conduct its own PIA at any time during the Term of the Agreement, or engage an independent third party to conduct it.

#### **2.16.5.2 Threat Risk Assessment**

The Proponent shall provide a detailed penetration testing and vulnerability assessment report prior to implementing any changes at no additional cost. The Proponent shall notify each Client and address any risks or vulnerabilities identified by the assessment.

### **2.16.6 Integration and Testing**

In consultation with the Client the Proponent shall conduct integration testing to ensure all services create a seamless user experience and a successful delivery of the SIS.

The Proponent shall provide the Client environments for the Client to conduct the testing required.

The Proponent shall have a formal signoff process for all testing.

The Client will ensure that the SIS integrates with all in-house and third party applications via the use of the Proponent's API. The Proponent will ensure the SIS API will meet the Client's integration needs.

### **2.16.7 Change Management (Organization)**

The Proponent shall support the Client in organization change Management. Through gap analysis and impact assessments the Proponent shall assist the Client in the development and execution of organizational change management strategy pertaining to the transition to the SIS.

### **2.16.8 Training**

The Proponent shall provide the following training (in English and French) Services, at a minimum, if required by the Client at no additional cost:

- Remote and onsite training Services;
- Train-the-trainer knowledge transfer the Client's Project Team;
- Trainers to conduct training for end users, as determined during the development of the training plan;
- Include training on all modules associated with the SIS;
- Provide multiple options for training (e.g. computer-based training, instructor-led, and train-the-trainer, online training videos);
- Provide training to support Change Management with new software releases;
- Provide training documentation to identify category of training and individuals who have been trained; and,
- Provide different levels of training Services as requested by each Client;

### **2.16.9 Communications**

The Proponent shall support the Client in communications as defined in the communication plan in section 2.16.1.

#### **2.16.10 Pilot and Successful Launch**

The Proponent shall conduct a pilot as requested by the Client. The Proponent shall take all steps to ensure a successful launch.

#### **2.16.11 Ongoing Services**

The Proponent shall perform all required handoff tasks (in English and French) to ensure successful delivery and on-going support of the SIS. Ongoing services include but not limited to:

- b) Service delivery Management and governance
- c) Service Support

The Clients cannot be down at any time without prior Client consent. The Proponent shall provide support throughout the Term of the Agreement, including, but not limited to:

- o Support Services with a tiered structure, ability to query status of tickets, adjust journals and request updates;
  - o Notify Clients of potential widespread issues, bugs as they become known;
  - o Notify each Client of any new updates and/or patches, sixty (60) days before release, unless otherwise agreed, in writing, by all Clients;
  - o The Proponent shall provide the Client with their maintenance policies;
  - o Adhere to Services Level Agreements (SLA) as agreed upon signing a CSA;
  - o Release patches in such a manner that it does not interfere with each Client's operations;
  - o Provide both in person support and online support;
  - o Testing per the Clients requirements; and
  - o Provide support Services for current and the previous two versions of the SIS.
- d) Release Management
    - o Development and management of release strategy; including Software Vulnerability Testing is completed prior to the deployment of each major and/or minor release;
    - o Provide management for each major, minor and patch release; and
    - o Seek Client signoff before updating the production environment.
  - e) Training and Logistics
    - o Development and management of ongoing training strategy.
  - f) SIS Management
    - o Changes to the SIS to support ongoing changes to business requirements; and
    - o Ongoing software changes.
  - g) Continuous Improvement
    - o Design and implement processes to monitor service delivery and develop and implement opportunities for improvement.
  - h) Support

- Provide support for current and past versions of the SIS.
- i) Other Services:
  - Any other services that the Proponent, OEMC and the Client agree are necessary to support the SIS.

## **2.17 Infrastructure and Application**

### **2.17.1 Software as a Service (SaaS)**

The Proponent shall, if applicable, be responsible for the ongoing support and maintenance of all infrastructure and hosting components within the proposed approach. Such activities may include, but are not limited to:

- Proactive infrastructure maintenance, updates and upgrades that ensures that all infrastructure, application environments and supporting elements are maintained at a current (“n”) or, at minimum, n-1 level;
- Design and execution of infrastructure changes made necessary by changes; and,
- Respond to and resolve any service requests or incidents in accordance with managed incident and problem management processes and within agreed-to service levels.

Hosting facilities shall demonstrate compliancy with CSAE 3416 (formerly CICA 5970), or equivalent, audit requirements. Hosting facilities should hold an Uptime Institute certification or other industry data centre recognition. Such facilities shall be located on Canadian soil.

### **2.17.2 Application Development and Support**

The Proponent shall be responsible for the ongoing maintenance, and, if applicable, operation, development and enhancement of the SIS. Such activities may include, but are not limited to:

- Identification and recommendation of preventative, perfective, and adaptive changes to the SIS;
- Assessment, design and implementation of enhancement requests from Clients;
- Resolution of corrective maintenance issues related to the SIS within agreed-to service levels;
- The product roadmap for SaaS updates shall be followed for SIS on Client’s premises; and,
- Transparent prioritization of corrective maintenance issues and new development giving priority to Ministry defined business processes.

### **2.17.3 Change Management (Infrastructure and Application)**

The Proponent shall participate in development and execution of organizational change management strategy pertaining to the transition to the SIS.

A change is an event that:

- Is approved by the Client group;
- Implemented with minimal risk; and
- Provides increased value to the Client.

The Proponent should have a process to managing the planned deployment of technology. The Proponent shall have a change management process to ensure the efficient all changes to control IT infrastructure. The Proponent shall follow the Information Technology Infrastructure Library (ITIL) framework.

### **2.17.4 Managed Backups**

The SIS shall be capable of retaining the current state of each Client’s database, as well as snapshots of the database in its state at certain dates, which shall be defined by each Client.

### **2.17.5 Disaster Recovery and Business Continuity**

The Proponent shall have a disaster recovery or contingency plan to ensure that data is recoverable and a business continuity plan to ensure the SIS can continue to be provided during a variety of circumstances.

The Proponent must provide details on service levels that will form a part of the Agreement. This information must include, but not be limited to:

- Disaster recovery plan with details concerning the strategy and time required for complete system recovery caused by server failure, power outage and loss of network connectivity at host location (e.g. alternative location, back-up and recovery of servers' configuration);
- Response time for fixes to bugs or performance failure related the functionality of software (minimum: within 24 hours);
- A business resumption plan that details the actions for an orderly transition of information systems and resources from temporary conditions to normal operations and full services; and,
- Representative, expected or standard operational performance statistics with other clients including: projected system uptime, technical support response time, help desk response time, and accessible bandwidth to accommodate the Client needs.

### **2.17.6 Transition in and Transition out (Termination/Program Close Out)**

The Proponent shall provide a close out plan prior to the termination and/or expiry of the Term of Agreement or extension Terms. The close out plan shall include exit tasks and activities to ensure a seamless transition. Termination assistance shall include at a minimum:

- Transfer of Client data in a mutually agreed data format, and consisting of the transfer of any existing service history and Client specific technical data. and the Proponent shall permanently delete all such data upon the successful transfer of such data to each individual Client;
- Transfer of any existing Client specific policies and procedures documentation including any Client specific manuals, history of changes, operational procedures and standards;
- The provision of the SIS, including online tools, until a new provider has implemented the applicable SIS; and
- Additional termination assistance that may be mutually agreed upon at the time of termination.

### **2.17.7 SIS Security and Monitoring**

#### **2.17.7.1 Access Rights**

The SIS should give the main user the rights to set up access profiles to be assigned to each user and the ability to edit the access rights for individual user, without impacting the access profile settings.

The SIS should provide the ability to set access on individual field level (e.g. main user can set up access to view or edit information in each individual information field).

The SIS shall give administrators the ability to configure the timeout log out capability, when user's device is idle.

The sign in information required to access the SIS shall be configurable for each individual member.

The SIS shall have the capability of setting up different roles and have different rights assigned to each role. The assignment of rights shall provide Clients flexibility, by allowing administrators to select whether the user can view and/or edit individual fields within a page.

Identify who has access to data center and/or the data itself.

The SIS shall be compliant with the Privacy and Information Management Taskforce (PIM) toolkit. For more information refer to <https://www.pimedu.org/toolkit.html>

#### **2.17.7.2 Security & Privacy for SaaS Offering**

The Proponent shall confirm that it has an established information security policy that conforms to International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27001:2013, or equivalent, code of practice for information security policy and controls. In addition, the Proponent should be able to provide the latest evidence of the following security reports:

- Service Organization Control (SOC) 2 type II report; and,
- Cloud Security Alliance (CSA) Security Trust and Assurance Registry (STAR) certification report.

If the SIS is using a multi-tenanted environment for storing data, all data stored shall be segregated by Client. The SIS shall provide flexibility in sharing data.

OECM and its Clients reserve the right to conduct its own vulnerability assessment at any time during the Term of the Agreement.

### **2.17.7.3 Ownership and Control of Personal Information**

No access to or custody over Personal Information by the Proponent, its Personnel, Subcontractors or other Persons during provision of the SIS shall be construed as providing to the Proponent, its Personnel, Subcontractors or other Persons any legal control over or any proprietary rights to such Personal Information.

Subject to applicable security procedures and system availability, any Client shall have complete and unrestricted control and access at all times of and to Personal Information that belongs to the Client, the Proponent shall provide access as it may be requested by the Client from time to time.

The Proponent shall at all times adhere to the directions of each individual Client with respect to Personal Information. The Proponent shall be liable for all costs associated with a privacy or data breach in case of negligence.

### **2.17.7.4 Personal Information Access Control**

The Proponent shall create, maintain and follow a documented process for limiting access to Personal Information to those Persons who are authorized to have that access and for the purposes for which they are authorized, which process shall include measures to verify the identity of those Persons.

The Proponent shall have a role based access control matrix or equivalent to restrict access to authorized users.

The SIS should have the capability to send notifications to administrators for specific edits in the database.

The Proponent shall not permit its Personnel and/or its Subcontractors to have access to Personal Information unless the Personnel and/or its Subcontractors has first entered into a confidentiality agreement with the Proponent, to keep Personal Information confidential on substantially similar terms as those that apply to the Proponent under the Agreement. If requested by OECM or any of its Clients, the Proponent shall provide copies of the signed confidentiality agreements.

The Proponent shall not permit access to Personal Information or other involvement in providing the SIS to Personnel or Subcontractors, that have not been subjected to the personnel security screening and any additional requirements the Proponent may consider appropriate, to ensure that the Personnel and/or Subcontractor do not constitute an unreasonable security risk. The Proponent shall create, obtain and retain records documenting the Proponent's compliance with the security screening requirements.

Data used by the Proponent for any non-production purpose including application testing, development, and training shall only include non-personally identifiable data to the extent reasonably possible. Unless the Agreement otherwise specifies or the individual Client otherwise directs in writing, extracts from Personal Information will not be used for these purposes.

The Proponent shall not enter into any relationship, contractual or otherwise, with another Person involving data sharing or data access relating to Personal Information. Clients shall have sole and

exclusive authority for establishing data sharing or data access agreements relating to Personal Information.

Where any Client determines, on reasonable grounds, that there is a serious risk that Personal Information may be disclosed or accessed contrary to the terms of the Agreement then OECM and/or any Client shall have the right to take all actions necessary to prevent such disclosure including, but not limited to:

- Require the Proponent and subcontractors to sign the Client's Data Protection Agreement;
- Exercising its right to have all Personal Information in the Proponent's possession or control, returned to the Client in the format and on the media requested by the Client, and all copies erased or destroyed to the extent so requested by the Client; including the issuance of a certificate of destruction.
- Proceeding directly to court in respect of any such potential disclosure being deemed an event of irreparable harm; and
- Taking all actions necessary to prevent such disclosure or the potential disclosure of Personal Information.

#### **2.17.7.5 Activity Logging in Relation to Personal Information**

The SIS should include, but not be limited to, the capability to create and maintain detailed records logging all activities involving access to Personal Information. Activity logs shall include, at a minimum:

- Record of the time of each entry, modification, and duplication of Personal Information and the identity of the user or any other Person performing such function. If access or changes to data are made by administrator using a spoofed user, the details of the administrator performing the change shall be in the log, as well as information that changes were made through a different user's account;
- Record of the time of each instance in which Personal Information is accessed including the identity of the user or any other Person gaining the access;
- In respect of every network containing Personal Information, recording the time of log-on to and log-off from such network by every user or any other Person; and,
- Maintenance of detailed audit history of each disclosure of Personal Information including the identity of the recipient of the Personal Information.

The Proponent should maintain records as necessary to ensure that the Proponent is at all times able to:

- Identify all Personal Information, including for greater certainty all individual items of hardware (identified by manufacturers' serial number) that contain Personal Information;
- Identify all equipment (identified by unique catalogue number); and,
- Describe the size and nature of the Personal Information contained thereon.

Unless directed otherwise in writing by Clients, the Proponent shall retain activity logs throughout the Term and for a minimum of seven (7) years following the end of the Term.

To the extent reasonably possible, all systems that store or allow access to Personal Information shall have mechanisms in place to provide automatic notification to a person designated by the Client in the event of irregular actions, access, copying or other activities with respect to Personal Information which are not within the normal scope of the SIS.

#### **2.17.7.6 Transmission of Personal Information**

The Proponent shall ensure that all individual items of equipment that contain Personal Information and that are permitted, pursuant to the Agreement, to be removed from the facilities, such as for purposes of



off-site back-up, may be accessed only by authorized Personnel. Access to equipment will be restricted by password or, where password protection is not possible given the nature of the media:

- The media will be protected using physical security measures that prohibit use of the media or access to the Personal Information contained thereon, and
- The Personal Information contained thereon will be encrypted in accordance with individual Member's encryption standards as revised or replaced from time to time.

The Proponent shall ensure that no Personal Information is transmitted over the Internet or any other wide area network (whether by email or otherwise) unless the Proponent ensures that the Personal Information is encrypted, at a minimum, by 128 bit SSL encryption.

Unless the Agreement otherwise specifies or individual Clients otherwise direct in writing, the Proponent shall not store Personal Information on laptops, PDAs, or any other mobile computing devices.

#### **2.17.7.7 Privacy Impact Assessment**

As part of the implementation, the Proponent shall conduct a Privacy Impact Assessments (PIAs) at its own expense relating to the Personal Information, which will be available for review by OECM and/or any individual Client. PIAs shall also be performed by the Proponent, prior to any material change to the delivery of the SIS.

OECM and each individual Client shall have the right to conduct its own PIA at any time during the Term of the Agreement, or engage an independent third party to conduct it.

#### **2.17.7.8 Facilities and Equipment protection and access control**

The Proponent shall create, maintain and follow a documented process to:

- Protect facilities and equipment of the Proponent required by the Proponent to provide the SIS from loss, damage or any other occurrence that may result in any of those facilities and equipment being unavailable when required to provide the SIS; and
- Limit access to facilities and equipment of the Proponent that are being used to provide the SIS, or that may be used by someone to access information, to Personnel or Subcontractors who are authorized to have that access and for the purposes for which they are authorized, which process shall include measures to verify the identity of those Persons.

If OECM or any Client makes available to the Proponent any facilities or equipment for the use of the Proponent in providing the SIS, the Proponent shall comply with any policies and procedures provided to it, on acceptable use, protection of, and access to, such facilities or equipment.

The Proponent shall identify and segregate, in the manner directed by each Client, all equipment that contains Personal Information. The Proponent shall have password protection on all equipment that contains Personal Information that shall include power-on and screen saver features. Password rules for all equipment that contains Personal Information must meet or exceed each individual Client's standards as such standards are revised from time to time, including standards relating to character length and time-expiry of passwords.

The Proponent shall maintain firewalls for all access points to equipment that contains Personal Information.

The Proponent shall ensure that policies and procedures exist to restrict and, where permitted, authorize and control remote access to equipment that contains Personal Information. All such policies and procedures may be subject to review at any time by individual Clients, and no remote access to any equipment that contains Personal Information will be granted until such time as any individual Client has undertaken such review and/or any individual Client has provided its approval in writing.

Unless otherwise authorized by Clients in writing, the Proponent shall at all times ensure that no remote access to equipment that contains Personal Information can occur

- From outside of Canada, to the extent technically possible, or

- By any individual other than
  - users accessing their own Personal Information, or,
  - Persons authorized by the Client, who require access to Personal Information;

And in all cases access is to be in accordance with user authenticated means that have been reviewed by Clients. For greater certainty, except as authorized by individual Clients in writing in accordance with the foregoing:

- No equipment that contains Personal Information may be directly connected to the Internet or to any wide area network, and,
- No equipment that contains Personal Information may be hosted on hardware that also hosts email, Internet, or other wide area server applications, to the extent technically possible.

Personnel will not have access to the Internet or to outbound email on the equipment that contains Personal Information, and all Internet or email access will be available only on completely separate systems which are independent from the equipment that contains Personal Information.

Except where required to provide the SIS (such as for authorized back-up of Personal Information), equipment that contains Personal Information will not have removable data storage devices (such as floppy drives, CD or DVD burners), and all USB or other ports to which external storage devices (such as external hard drives) may be connected must be disabled.

The Proponent shall ensure that, prior to disposal or redeployment, all Personal Information is erased from the equipment using industry standard permanent file deletion procedures or tools; and provides documentation of a certificate of destruction.

#### **2.17.7.9 Security Breaches**

If the Proponent becomes aware that, or suspects that:

- Unauthorized access, collection, use, disclosure, alteration or disposal of Personal Information or records containing Personal Information; or,
- Unauthorized access to facilities or equipment has occurred or is likely to occur; the Proponent shall immediately notify the Client of the particulars of that occurrence or likely occurrence.

In order to mitigate security breaches, the SIS shall have the capability to lock out:

- All users;
- All users with a specific role; or,
- All users with a specific security level.

If any Client decides to conduct a review of a matter described in this section the Proponent shall, on the request of an individual Client, participate in the review to the extent that it is reasonably practicable for the Proponent to do so.

#### **2.17.7.10 Integrity of Information**

The Proponent shall ensure that, except to the extent expressly authorized by the Agreement or approved in writing by individual Clients, the Personal Information has:

- Remained as complete as when it was acquired or accessed by the Proponent; and,
- Not been altered in any material respect.

#### **2.17.7.11 Vulnerability Assessment and Penetration Testing**

The Proponent shall have independent third party perform vulnerability assessment and penetration testing on a frequency determined by Clients (e.g. whenever a code changes) for the equipment and/or

facilities used to provide the SIS. The Proponent shall provide the results of the annual vulnerability assessment and penetration testing to OECM and all Clients within two (2) weeks of receipt.

OECM or any individual Client may, either directly or through its authorized representatives, conduct regular integrity testing of the firewalls and security practices used by the Proponent.

OECM and its Clients reserve the right to conduct its own vulnerability assessment at any time during the Term of the Agreement.

#### **2.17.7.12 Disclosure of information under a warrant or subpoena**

If the Proponent is obliged to disclose information of an individual Client under subpoena, order, or a warrant, the Proponent shall, as soon as reasonably possible and not in violation of law provide the Client a copy of such subpoena, warrant order, or request and obtain the Client's consent and comply with the same unless and until required to do so under the applicable law.

The Proponent, if required by Clients, shall be able to provide a storage gateway for extracting application data snapshots, and/or ability for iSCSI devices that can be attached to on-premises servers, or other similar mechanisms.

#### **2.17.7.13 Encryption**

The SIS shall utilize 128-bit SSL encryption, or higher, between the client browser and the application tier for any or all modules or sub-modules at each individual Client's discretion. The SIS should use secured protocols such as Secured Shell (SSH), Pretty Good Privacy (PGP), and/or Secure File Transfer Protocol (SFTP) encrypted connections where applicable.

All Client data shall be encrypted when it is moved across the network and/or between data centre locations.

### **2.17.8 Service Level Agreement**

The Proponent shall execute a service level agreement, as agreed to with the Client at the time of executing the CSA. The SLA shall at a minimum include:

- Documented service delivery monitoring;
- Regular service delivery reporting;
- Documented approach to service delivery performance and continuous improvement;
- Mutually agreed-upon service measures, delivered in both official languages (English and French) to reduce risk of failure and encourage user acceptance, operational compliance and ongoing support, including a customer defined training plan that minimizes disruption to the school, district school Board and ministry operations; and
- Metrics guaranteeing a minimum response time including the identification of monitoring tools to ensure verification.

### **2.18 Additional SIS modules**

The Proponent shall provide the features described below individual Clients may choose to acquire. These shall include, but not be limited to:

#### **2.18.1 Online student registration module**

The SIS shall offer students or Parents the ability to apply online for admission in various schools including, but not limited to:

- Elementary school;
- Secondary school;
- Night/Saturday school;

- Summer school;
- eLearning course requests;
- Alternative learning school;
- International students, i.e., programs for Long Term and Short Term;
- Literacy/Numeracy for students and parents;
- Programs for pupils with developmental delayed;
- International languages programs; and,
- General interest classes for adults.

The SIS shall include but not be limited to the following functionality and ability to:

- Prompt completion of all enrolment information, including ability to set fields as mandatory;
- Identify within which school's catchment area does an address reside;
- Customize the admission and/or registration forms to suit each client's needs;
- Maintain a waitlist of students waiting to be registered in a school by program and priority, on a client list (for schools or programs e.g. French immersion) or a school list (for courses), including a comment area to record reasons for accessing the school and/or program and/or course;
- Capture the outcome of whether the waitlist request was fulfilled. Including online access to check status, with ability for client to turn it on or off;
- On admission, the registration user should be led through the required screens for basic information, required fields and fields that need updating (e.g. Legal names, birthdate, enrolled programs);
- Allow for school staff to input applications on behalf of a parent or student without access to a computer;
- Differentiate applications completed by the parent/student and staff. School staff may have access to additional functionality;
- View and complete the application on other languages. When translated, ensure English (English boards), and French (French boards) remains visible on the application;
- Personalize the application questions to include applicant's first name;
- Verify addresses through external software;
- Identify whether the applicant resides within the Catchment through external software;
- Provide "learn more" help text to assist the parent complete the application;
- Provide for the parent/student the parent to report a problem;
- Export the reported problem to service desk software;
- Itemize and warn parents of missing or incomplete information;
- Prevent advancing to the next page if mandatory information is missing or incomplete;
- Allow for students transferring schools, to pre-populated from information contained in the student information and case management systems; and,

- Access a URL (include the ability for the board to customize the URL for parents and students to access the Online Student Registration application) from the Parent/Student Portal.

### **2.18.2 Fees and Accounting**

The SIS should provide the ability for Clients to maintain basic information about fees and charges related to educational activities and equipment.

The SIS should include but not be limited to the following fees and accounting functionality and ability to:

- Import fees and payments from other software systems Clients use;
- Creating excursion types list that can be exported to financial systems;
- Record a credit for resources and materials and ability to spend the credit and link it to cashless school environments;
- Leverage read only data from a financial system for reporting purposes;
- Set up a payment plan for international students;
- Track book deposits and administrative fees;
- Generate a list of student charges including payments made, for current and demitted students, by school, homeroom, course, team, or group;
- Generate receipts for paid fees and/or charges, including the ability to print on specialty printers;
- Generate invoices for owed fees and/or charges;
- Generate monthly billing statements;
- Mass assign charges, fees, deposits, payments and credits by filtered criteria (e.g. Grade, homeroom, course, or group);
- Track whole or partial payment information;
- Exempt students for fee waiver manually or based on criteria (e.g. Third sibling);
- Track waiver or refund of payment;
- Prorate charges based on the rules defined for the charge;
- Modify charges for a student or groups of students;
- Generate a receipt on payment with comment;
- Allow anyone who collects fees to record payments using any group of students;
- E-mail a reminder about fees owed or charges due;
- Customize receipts and reminders;
- Send receipts via email;
- Track whole or partial payment information;
- Automatically assign charges or prorate charges, based on events;
- Follow International Financial Reporting Standards (IFRS);
- Attach multiple fees/deposits to multiple student's courses, homerooms, teams/groups and programs;

- Access unclosed accounts on demission to complete transactions;
- Display fee or deposit upon course or team/group assignment;
- View fees owed by a student online in the student/Parent interface;
- Track text books and other resources and assign fees to them; and
- Define access rights and configure view, edit and delete rights for each user and data field.

### **2.18.3 Case Management Module**

The SIS should include complete case management application with central case information as well as separate team-specific areas. An online case management application should act like an electronic filing cabinet for case files. Since this application would be like an electronic health record, it must employ multiple access levels and robust security to ensure confidentiality of protected information.

The case management module should reduce or eliminate the need for the Professional staff to transport paper case files, increasing security to personal, confidential information as well as availability to information without having to retrieve paper files. As such, a case record would contain common information (e.g. consent forms), official reports, and private notes (e.g. progress notes or consultation log).

The case management module should facilitate a circle of care approach where multiple staff can share clinical information, coordinate services, collaborate and monitor the student's progress.

The case management module shall include informed consent for access to records and information. Parents annually approve which staff members can access the student's records. Access can be granted or revoked at any time during the year as the need arises. A case management module must match the parental consent with access to the application.

The case management module should include the ability to recreate forms. These might be consent forms, or referral forms. The case management module should track what forms have been completed along with their date, so staff can determine when annual forms need to be done.

The case management module shall allow staff to create workflows to track steps and processes in the SIS. For example, a consent form has to be signed by the parent prior to staff contacting the parent for discussion.

The case management module should have a collaboration area where users assigned to a case can share information, work together to develop recommendations or reports, or plan meetings with parents and staff, and a private area for clinicians to enter their progress notes, or consultation log. Notes should include the date of the entry, a verification of identity (i.e. the staff member must consent that they are the owners of the note – perhaps through an online signature), and the ability to categorize the note. Users should be able to sort or analyze their private notes – for example, extract all the Plan notes.

The case management module must allow staff to track the physical location of records. When a student moves, the record needs to be moved. When students have graduated, left the Client, or reached a certain age, point in time defined by the Client (e.g. the age of twenty-one (21), the physical record can be moved into long-term storage. When the student has reached the age of thirty-one (31), the record can be destroyed).

The case management module should notify staff of these student events and update the location of the record.

The SIS should include but not be limited to the following functionality and ability to:

- Request and retain information about informed consent for access to records and information, including ability to Parents to review it on an annual basis;
- Grant or revoke access to records and information at any time during the school year;
- Recreate forms (e.g. Consent forms, referral forms);

- The ability for the proponent to include customizable templates and allow Boards to share the templates.
- The ability to include question logic to be applied depending on an answer, to elicit responses about the student as a follow-up to the previous answer and potentially lead to an exit sequence or end processing the form.
- The ability to utilize an electronic signature, or e-signature on the electronic form, which is used by school staff and the parent to sign and expedite processes.
- Upload documentation, assessments, and reports by the case manager or an internal provider;
- Track completion forms, including ability to track date of completion, in order to determine when annual forms need to be completed; (i.e. IPRC occurs annually and is reported to OnSIS).
- Create workflows and track steps and processes in the SIS;
- Provide individualized and system dashboards;
- Include a collaboration area where users assigned to a case can share information, work together to develop recommendations or reports, or plan meetings with parents and staff;
- Include a private area for clinicians to enter their progress notes, or consultation log (e.g. Date of the entry, a verification of identity);
- Categorize notes;
- Sort or analyze private notes;
- Track physical location of records;
- Notify users for student events that require the move of physical records:
  - When a student moves, the record needs to be moved.
  - When students have graduated, left the Client, or reached the age of twenty-one (21), the physical record can be moved into long-term storage.
  - When the student has reached the age of thirty-one (31), the record can be destroyed.
- Utilize case management statistics for decision-making information making it easier to manage staff to service student needs;
- Create and manage meeting requests to populate a shared calendar within the application to schedule events, meetings, and tasks; and
- Collate and bundle several selected reports.

For users (practitioners) belonging to a college (i.e. College of Social Workers) additional security may be required for student information under their jurisdiction. The Case Management software should have the ability to redact part or all of a document, to protect student confidentiality based on standards of the practitioner's college.

#### **2.18.4 Data analytics module**

The SIS shall include data analytics module that allows review, analysis and reporting (both built-in and client defined) on all data components contained in the SIS. The SIS shall allow for analytics to be shared on the Parent/Student interface.

### **2.19 Other Optional Modules or Managed Services**

During the Term of the Agreement, if mutually agreed by OECM and the Proponent, other SIS modules or Managed Services may be added to the Agreement to align with Client needs. Agreements will be amended accordingly.

## **2.20 Invoicing to Clients**

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

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 Service provided and Rates; and,
- HST and total cost.

## **2.21 Payment Terms and Methods**

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

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

The Proponent shall accept payment from Clients by cheque, or Electronic Funds Transfer ("EFT") at no extra charge to the Client.

Pricing and payment shall be in Canadian Dollars.

### **2.21.1 Electronic Funds Transfer**

The Proponent 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.

## **2.22 Agreement Management Support to OECM**

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

- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- Attending business review meetings with OECM to review such information as:
  - CSAs and upcoming opportunities;
  - Review and monitor performance management compliance;
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues); and,
- Timely submission of reports showing invoiced Services, the applicable Cost Recovery Fee, ("CRF"), and other ad hoc reports as required.

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



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

- On time delivery of high quality Managed Services and/or SIS at the Agreement Rates;
- Exceptionally high Client satisfaction levels are maintained;
- On-time Agreement activity reporting to OECM;
- On-time CRF remittance; and,
- Continuous improvement.

During the Term, the Proponent shall collect and report the agreed upon service level agreements (SLAs) as requested by OECM and/or the Client (but not exceeding quarterly reporting). The Proponent's Performance Management Scorecard and other performance indicators will be used to measure the Proponent's performance throughout the Term of the Agreement, ensuring Clients receive quality services. The Proponent's performance score will be considered when OECM contemplates Agreement decisions, such as:

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

Detailed SLAs will be established and agreed upon at Agreement finalization between OECM and the Preferred Proponent.

The Proponent shall maintain accurate records to facilitate the required performance management reporting requirements. Refer to Appendix H – Supplier's Performance Management Scorecard for more details.

A Client may, when executing a CSA, seek other key performance indicators (KPIs) and SLAs.

### **2.22.2 Reporting to OECM**

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

- Sales reports;
- CSA status;
- KPIs;
- Performance management reporting; and,
- Other ad hoc reports requested by OECM.

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

### **2.22.3 Sales Reports**

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

- Client's organization name;
- Description of SIS and/or all Managed Services;
- Rates and Total cost (subtotal excluding taxes); and,

- CRFs.

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

The Proponent shall obtain all permits, licenses, and approvals required in connection with the supply of the SIS and Managed Services. The costs of obtaining such permits, licenses, and approvals shall be the responsibility of, and shall be paid for by, the Proponent.

Where a Proponent is required by Applicable Laws to hold or obtain any such permit, licence, 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 or any of its Clients shall be considered an approval by OECM or any of its Clients for the Proponent to carry on such activity without the requisite permit, licence, right to use or approval.

## **2.24 Documentation**

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

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

## **2.25 Resource Rates**

The SIS and Managed Services Rates shall be firm until July 2020. The Proponent may, however, lower its Rates for specific Client SIS or Managed Services without affecting the Rates in the Agreement.

### **2.25.1 Travel Expenses**

Expenses for travel to perform Managed Services or provide SIS for a Client, if applicable, must be approved in advance and invoice separately and will be reimbursed in accordance with the Client's policies, and or the current Ontario Travel, Meal and Hospitality Expenses Directive issued by the Management Board of Cabinet. Travel expenses, if any, should be identified at the outset of the assignment with the Proponent.

### **2.25.2 Optional Rate Refresh**

OECM's goal is to keep Rates as low as possible for Clients. However, the Proponent may request a Rate refresh in July 2020 and annually thereafter. The Proponent shall provide a written notice to OECM at least one hundred and twenty (120) days prior to the July 2020 and annually thereafter, if requesting a pricing refresh.

Requested Rate increases for SIS cannot exceed the year over year increase of the Commercial Software Price Index provided by Statistics Canada, at the time notice is provided. For more information, please refer to:

<https://www150.statcan.gc.ca/n1/daily-quotidien/180529/dq180529d-eng.htm>

Requested Rate increases for Managed Services cannot exceed the year over year increase of the Cost of Living Adjustment (COLA) provided by Statistics Canada, at the time notice is provided.

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, or ordinances. Any Rate refresh request from a Proponent must be accompanied and supported by appropriate documentation (e.g. detailed calculations and individual Client impact analysis) to support any Rate adjustment demonstrating how the request affects the delivery of the SIS and/or Managed Services in this Agreement. OECM will not consider any fixed costs or overhead adjustments in its review.

Volumes and Agreement management performance (i.e. Proponent'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 Proponent, the new Rates would only be applicable to the SIS and Managed Services fulfilled after the effective date of the new Rates. The effective date of the Rate change must allow Clients a minimum of thirty (30) day prior notice. 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 Proponent agrees to withdraw its request for a Rate increase and continue the provision of the SIS and Managed Services at the lower agreed upon Rates.

If a Rate refresh request is not requested, the Rates from the previous period 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.

### **2.25.3 Optional Process to Add Other SIS Modules and Managed Services**

During the Term of the Agreement, if mutually agreed by OECM and the Proponent, other module of the SIS or Managed Services may be added to the Agreement to align with Client needs.

Additional SIS module or Managed Service requests from the Proponent must be accompanied by appropriate documentation (e.g. detailed calculations, SIS Module and/or Service description, and rationale for the addition).

Volumes and Agreement management performance (i.e. Proponent's Performance Management Scorecard results) will be considered when contemplating adding SIS modules and/or Managed Services. In the event the Proponent's performance is poor and/or unacceptable, OECM may not agree to the Proponent's SIS module and/or Managed Services refresh request. All other SIS modules and/or Managed Services shall remain unchanged.

The Proponent may request the addition of SIS modules or Managed Services quarterly. The Proponent shall provide a written notice to OECM at least one-hundred-and-twenty (120) days prior to the beginning of each calendar quarter if requesting a SIS Module and/or Managed Service refresh.

Rates, for newly added SIS modules and/or Managed Services, will be negotiated at the time ensuring alignment with similar SIS modules and/or Managed Services currently available on the Agreement.

Agreements will be amended accordingly, if necessary.

### **2.26 Saving Calculation**

OECM tracks, validates, and reports on savings on all of its agreements. Once OECM receives Client approval, the Proponent shall collaborate with OECM to identify and demonstrate savings.

### **2.27 OECM's Cost Recovery Fee**

During the Term, the Supplier shall pay to OECM a one percent (1%) cost recovery fee on a quarterly basis (based on the calendar year) based on the aggregated invoiced value before tax amount of implementation costs and ongoing maintenance acquired by all Clients from the Supplier.

The first cost recovery fee shall be paid to OECM by August 14, 2019, amounts invoiced by the Supplier to all Clients between the Agreement execution date and July 31, 2019.

The cost recovery fee shall be paid by the tenth (10th) Business Day following each calendar quarter via electronic funds transfer; and HST is applicable to the cost recovery fee payments made to OECM. OECM's HST registration number is 82290 0924 RT0001.

The cost recovery fee will be reviewed (e.g. annually) and may, at OECM's sole discretion, be adjusted downwards for the remaining Term of the Agreement. OECM may, during the Term of the Agreement, implement other cost recovery fee methodologies. If this occurs, the above-noted cost recovery fee shall not increase.

### **2.28 Supervised Alternative Learning (SAL)**

The SIS shall include, but not be limited to, the capabilities to support the implementation of policies and programs that are intended to re-engage young people (fourteen (14) to seventeen (17) years old) who are not attending school and who are therefore at risk of not graduating in accordance with policy contained in the Ontario Regulation 374/10, SAL and other excusals from attendance at school, as it may change from time to time. For more information on the Supervised Alternative Learning: Policy and Implementation guide, please refer to:

<http://www.edu.gov.on.ca/eng/policyfunding/alternative.html>

The SIS should include but not be limited to the following SAL functionality and have the ability to:

- Determine the window of age eligibility;
- Meet OnSIS reporting requirements including automated calculation of Full Time Equivalent (FTE);
- Report on the following, including but not limited to:
  - Number of students in SAL;
  - The length of time each student participated in SAL;
  - Student participation in different types of learning activities as described in a Supervised Alternative Learning Plan (SALP) (e.g., credit courses, non-credit courses, employment, volunteering, counselling);
  - Attendance summaries of students in SAL;
  - Number of students in SAL with an IEP;
  - Number of credits attempted and earned;
  - Number of certifications earned;
  - Number of re-entries to school full-time and part-time; and,
- Provide features or a road map to support the implementation and documentation of the SAL process and the SAL plan as described by the SAL Guide.

[END OF PART 2]

## PART 3 – EVALUATION OF PROPOSALS

### 3.1 Stages of Proposal Evaluation

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

Stages	Evaluation	Scoring Methodology and Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	Pass/Fail	Pass
Stage II	Technical Response (including Demonstration)	3,000	70%
Stage III	Commercial Response	2,000	Not Applicable
Stage IV	Cumulative Score	5,000	Not Applicable
Stage V	Tie Break	No Point Allocation	Not Applicable
Stage VI	Negotiations	No Point Allocation	Not Applicable

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

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

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

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

A Proposal must include the following **four (4)** qualification submission forms:

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

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 qualification submission forms, OECM may provide such Proponent with an opportunity to rectify such deficiencies within a period of two (2) Business Days from notification thereof. Proponents satisfying the identified deficiencies on the qualification submission forms, 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 (Qualification Submission Form)**

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 maximum Rates;

Unless otherwise stated all Rates shall be provided in Canadian funds and shall include all applicable 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 (Qualification Submission Form, 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 (Qualification Submission Form)**

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

**3.3 Stage II – Technical Response (including Demonstration)**

Stage II will consist of an evaluation and scoring of each Eligible Proposal on the basis of the Proponent's Technical Responses and Demonstration. Technical Response (including Demonstration) 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. Only information contained within Appendix E – Technical Response and the Demonstration 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, OECM will, in its sole and absolute discretion, determine whether the response complies with the requirements, and may seek clarification from the Proponent. The contradictory information may result in the Proposal receiving a low score for that particular Technical Response.

A Proposal that does not respond to a particular question, or it 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. Experience and Qualification	370	70%
2. Provincial Compliance and System Functionality	675	
3. Managed Service	705	
4. Demonstration	1,250	
<b>TOTAL POINTS:</b>	<b>3,000</b>	<b>2,100</b>

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

N/A indicates not applicable.

### 3.3.1 Demonstration

All Eligible Proponents will be required to provide a demonstration of their SIS.

It is anticipated that the demonstration, will occur at a location selected by OECM in the Greater Toronto Area. OECM anticipates the demonstration to occur in October 2018. The Proponent should ensure its key resources are available to attend the demonstration.

OECM will send a notification and logistics instruction to the Proponent approximately one (1) month in advance of the date and time for the demonstration. All Proponents will be given the demonstration scenarios ten (10) Business Days prior to their demonstration date. OECM will use the contact information provided by the Proponent in their Appendix B Form of Offer to issue the notification for presentation. The notification will include the Proponents scheduled demonstration date, time, the location details and any other additional information that may be required.

Within one (1) Business day the Proponent should acknowledge receipt of the notification and indicate their intention to participate by replying to the RFP contact via email.

Due to OECM's schedule limitations demonstration rescheduling requests may or may not be granted subject to the sole discretion of OECM.

After the Proponent notification and prior to the scheduled demonstration date, the Proponent may ask questions that are strictly related to scheduling, logistics and setup. OECM, in its sole discretion, may decline to answer questions that are outside the above stated scope. Questions asked must be in writing to

the RFP contact up to two (2) Business Days prior to the scheduled demonstration date and OECM will respond within one (1) Business Day.

The demonstration evaluation is not an opportunity for the Proponents to add information or to modify their Proposal, nor is it an opportunity to market products or services. Proponents will be required to follow the demonstration instructions provided by OECM.

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

### **3.3.2 Attendance**

Up to ten (10) Proponent participants (including technical staff) may attend the demonstration.

OECM will have a facilitator who will be assigned to liaise with the Proponents during the demonstration. All communication between the Proponent and the evaluation team shall be conducted via the OECM facilitator.

OECM will give each Proponent one (1) hour in advance of the scheduled start time to set up and connect to their technology and up to six (6) hours to conduct the demonstration.

### **3.3.3 Demonstration Process, Topics and Sequence**

While demonstrating the activities, Proponents should provide a verbal explanation/description of what is being demonstrated.

Evaluation Committee will evaluate the Proponent's ability to demonstrate each activity and the ability to meet the evaluation criteria.

Following the demonstration, OECM and the Proponent will break. After the break, OECM, in its sole discretion, may choose to ask the Proponent clarification questions strictly related to the demonstration.

Questions, if any, will be asked by the OECM facilitator. OECM facilitator may also direct the Proponent to repeat demonstration of activities if required.

Below is a list of demonstration activities and the order in which the Proponent should demonstrate each section of Part 2 of the RFP.

The Proponent may provide OECM with supporting materials containing the demonstration details and the steps described. If such materials are used, the Proponent must email the RFP contact a copy of the materials no later than one (1) Business Day prior to the Proponent's scheduled demonstration date and time. Additionally, on the scheduled demonstration day the Proponent may be requested to bring hard copies (the number of hard copies required will be specified in the notification) of the demonstration materials, if required.

### **3.3.4 Demonstration Agenda Schedule**

The outline below provides a high-level tentative agenda schedule, to be followed by Proponents for the demonstration sessions. The notification will provide the final agenda.

8:00am to 9:00am - Proponent Setup Time

9:00am to 9:15am - Introductions and Rules of engagement

9:15am to TBD pm - Proponent Demonstration.

End of each Scenario - Clarification session (not part of Proponent's six hour time allotment)

12:00pm to 12:30pm - Lunch (provided) – 30 minutes (at a logical break point)

All times are local Toronto times. In the event of any delays outside the Proponent and OECM's control,

OECM may, but is not required to, allow additional time or a Proponent to complete its demonstration.



### 3.4 Stage III – Commercial Response

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

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

Commercial Response Components	Available Points
1. Rates	2,000
<b>TOTAL POINTS:</b>	<b>2,000</b>

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

Each Rate will be evaluated based on the relationship of the Proponent’s proposed Rate in comparison to other Proponent’s proposed Rates on Appendix C - Commercial Response using a relative formula.

The below is an example of how points will be calculated for proposed Rates:

<b>EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR Active Student Data Conversion</b>		
Proposed Rates	Calculation	Resulting Points
If Proponent 1 proposes the lowest Rate of \$100.00 for Active Student Data Conversion, it would receive 100% of the points allocated.	$\$100 \div \$100 \times 100$ Points	100
If Proponent 2 proposes the second lowest Rate of \$200.00 for Active Student Data Conversion, it would receive 50% of the points allocated.	$\$100 \div \$200 \times 100$ Points	50
If Proponent 3 proposes the third lowest Rate of \$400.00 for Active Student Data Conversion, it would receive 25% of the points allocated.	$\$100 \div \$400 \times 100$ Points	25

Where:

- \$0.00, blank, or N/A entered in any rate cell is deemed to mean that the particular items will not be provided and will receive zero (0) point allocation. If an item is provided free of charge, please indicate it as 'Free'. These items will receive the maximum point allocation **will be provided to Clients at no cost**. Therefore, when evaluating and scoring the Rates, a Proposal specifying "Free" in a Rate cell in Appendix C – Commercial Response shall receive the maximum point allocation for that particular item.
  - The remaining Proponents will be evaluated, also using a relative formula, based on the remaining percentage of available points. For example, in a hypothetical situation where five (5) Proposals were received and one (1) Proponent proposed \$0.00 Rate for a particular Resource, that Proponent will receive the maximum sub-point allocation, and the remaining four (4) Proponents will be evaluated based on eighty percent (80%) of the available sub-point allocation.
  - In a hypothetical situation where five (5) Proposals were received and two (2) Proponents proposed \$0.00 Rate for a particular Resource, these Proponents will receive the maximum sub-point allocation, and the remaining three (3) Proponents will be evaluated based on sixty percent (60%) of the available sub-point allocation.
- Not applicable (N/A) or \$0.00 is entered or a cell is left blank, it is deemed to mean that the particular item will **not be provided** to Clients. Therefore, when evaluating and scoring the Rates, a Proposal specifying not applicable (N/A), \$0.00, or left blank in Appendix C - Commercial Response will receive a zero (0) point allocation for that particular pricing component.

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

### **3.5 Stage IV – Cumulative Score**

At this stage, the scores from Stages II and III will be totaled for each Proposal and subject to the express and implied rights of OECM; the Proponent with the highest scoring Proposal will become the Preferred Proponent and be invited to negotiations, as further described below.

Reference checks will be performed to confirm or clarify information provided within the Proposal. The reference checks themselves will not be scored.

### **3.6 Stage V - Tie Break Process**

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

### **3.7 Stage VI – Negotiations**

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

The negotiations may include but not be limited to:

Performance, SLAs, 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 the Agreement.

### **3.8 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 4.13.

#### **3.8.1 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.

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

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

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

Supplier profile and logo;

Supplier contact information; and,

Access to training materials (e.g. webinars).

[End of Part 3]

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

### 4.1 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.

**“Active Student Data”** means the complete data for current and historical school years for students in the SIS currently used by a Client;

**“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 Supplier may be invited by OECM 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 Supplier;

**“Business Day”** or **“Day”** means Monday to Friday between the hours of 8:00 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”** means an eligible school board that may acquire SIS and/or Managed Services under the Agreement resulting of the RFP;

**“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 4.8.1 and may be amended from time to time in accordance with the terms of this RFP;

**“Commercial Response”** means the Rates submitted by the Supplier within Appendix C and uploaded 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 Supplier 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 Supplier 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 SIS and Managed 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;

**“Limited Student Data”** means the limited data required to produce transcripts and index cards as required by the Ontario Student Record Guideline for all students in the SIS currently used by a Client;

**“Historic Student Data”** means the limited data required to produce transcripts and index cards as required by the Ontario Student Record Guideline for all student data stored in archive systems;

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

**“Master Agreement”** or **“Agreement”** means the agreement to be made between the Preferred Supplier 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;

**“Ministry”** means the Ontario Ministry of Education;

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

**“OECM’s Deadline for Issuing Final Addenda”** means the date and time as set out in Section 4.8.1 of this RFP and may be amended from time to time in accordance with the terms of this RFP;

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

**“Open Application Program Interface (API)”** means open API (often referred to as a public API) is a publicly available application programming interface that provides developers with programmatic access to a proprietary software application or web service. **API’s** are sets of requirements that govern how one application can communicate and interact with another.

**“Parent”** means parent, legal guardian or any person legally allowed to have access to student’s information;

**“Person”** if the context allows, includes any natural persons, firms, partnerships or corporations, or any combination thereof;

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

**“Personnel”** means the Supplier’s directors, officers, agents, employees, Subcontractors, independent contractors or third party providers

**“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;

**“Proposal”** means all of the documentation and information submitted by a Proponent in response to the 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 RFP # 2018-312 issued by OECM, including all appendices and addenda thereto;

**“RFP Contact”** means Slavi Nalbantov at email: [slavi.nalbantov@oecm.ca](mailto:slavi.nalbantov@oecm.ca);

**“Request for Services”** means a request for pricing issued to the Supplier for specific items, by a Client or by OECM on behalf of a Client; if applicable to your project;

**“SIS”** means the student information system and all customization and additional software to be provided or performed by the Proponent, under the Agreement, and includes everything that is necessary to be supplied, provided or delivered by the Proponent;

**“Subcontractor”** includes the Proponent’s subcontractors or third party providers or their respective directors, officers, agents, employees or independent contractors, who shall fall within the meaning of Proponent 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 OECS 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; and,

**“Unfair Advantage”** means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to OECS 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;

#### **4.2 Bankruptcy or Insolvency**

Should the awarded Proponent become bankrupt, insolvent, or ceases to operate as a going concern, or is otherwise unable or unwilling to support, maintain or adequately develop the SIS or provide Managed Services or any other aspect of the Deliverables during the Term of the Agreement, OECS reserves the right to:

- Enter into another Agreement with the next highest ranking Proponent and thereafter, in descending order, for the remainder of the Term; and/or,
- Begin a new competitive process before the expiry of the Term.

#### **4.3 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 OECS 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.

#### **4.4 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 SIS and/or Managed Services shall be created between the Proponent and OECS by this RFP process until the successful completion of negotiation and execution of a written Agreement for the provision of the SIS and/or Managed Services has occurred.

#### **4.5 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.

#### 4.6 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.

OECEM makes no guarantee of the value or volume of work to be assigned to the Proponent.

The Agreement executed with the Proponent 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.

#### 4.7 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.

#### 4.8 General Information and Instructions

##### 4.8.1 RFP Timetable

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

RFP Timetable	
Event	Date/Time
OECEM's Issue Date of RFP:	June 27, 2018
Proponent's Information and OTP Demonstration Session:	11:30 a.m. on July 12, 2018
Proponent's Deadline for Questions:	5:00 p.m. on July 20, 2018
OECEM's Deadline for Issuing Answers:	August 7, 2018
Proponent's Deadline for Questions Pertaining to <u>Issued Documents only</u> :	5:00 p.m. August 13, 2018
OECEM's Deadline for Issuing Final Addenda:	August 20, 2018
Closing Date:	2:00:00 p.m. August 27, 2018
Agreement Start Date:	December 2018

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

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

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

#### **4.8.2 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 4.8.1.

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 4.10.1.

#### **4.8.3 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.

#### **4.8.4 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.

#### **4.8.5 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.

#### **4.8.6 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.

### **4.9 Communication after RFP Issuance**

#### **4.9.1 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.

#### **4.9.2 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 for 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 understand issued addenda, OECM allows Proponents to ask questions about issued addenda. Refer to Section 4.8.1 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.

#### **4.9.3 Proponent to Notify**

In the event the Proponent has any reason to believe that an error, omission or ambiguity, as set out in Section 4.9.2 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 4.9.2 were present with respect to the RFP; and,
- Claim that OECM is responsible for any of the circumstances listed in Section 4.9.2 of this RFP.

#### **4.9.4 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.

#### **4.10 Proposal Submission Requirements**

##### **4.10.1 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 4.8.1 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.

##### **4.10.2 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; and,
  - Appendix G – Compliance with Agreement completed and **uploaded to** OTP.
- **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.

#### **4.10.3 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 4.10.12 Clarification of Proposals.

#### **4.10.4 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.

#### **4.10.5 Withdrawal of Proposal**

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

#### **4.10.6 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.

#### **4.10.7 Completeness of Proposal**

By submitting a Proposal, the Proponent confirms that all of the components required to use and/or manage the SIS and/or 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.

#### **4.10.8 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.

#### **4.10.9 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.

#### **4.10.10 Amendments to RFP**

Subject to Section 4.8.1 and Section 4.9.4, 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.

#### **4.10.11 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.

#### **4.10.12 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.

#### **4.10.13 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.

#### **4.10.14 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.

#### **4.10.15 RFP Incorporated into Proposal**

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

#### **4.10.16 Exclusivity of Contract**

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

#### **4.10.17 Substantial Compliance**

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

#### **4.10.18 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.

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

##### **4.11.1 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.

##### **4.11.2 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.

##### **4.11.3 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.

##### **4.11.4 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.

##### **4.11.5 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.

##### **4.11.6 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.

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

##### **4.12.1 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.

##### **4.12.2 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.

##### **4.12.3 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.

##### **4.12.4 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 the SIS or Managed 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 SIS and/or Managed 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.

#### **4.12.5 Non-Disclosure Agreement**

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

#### **4.12.6 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.

#### **4.12.7 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.

#### **4.12.8 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>.

#### **4.12.9 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.

#### **4.12.10 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.

#### **4.12.11 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.

#### **4.12.12 Cancellation**

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

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

#### **4.13.1 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:
  - o Bankruptcy or insolvency;
  - o False declarations;
  - o Significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior agreement or agreements;
  - o Final judgments in respect of serious crimes or other serious offence; or,
  - o 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 SIS or Managed Services acquired of a similar nature and previously done work,
  - o the Proposal prices exceed the costs OECM or its Clients would incur by doing the work, or most of the work, with its own resources,
  - o the Proposal prices exceed the funds available for the SIS or Managed Services, or,
  - o the funding for the acquisition of the SIS or Managed 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.

#### **4.13.2 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 SIS and/or Managed 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.

#### **4.13.3 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.

#### **4.13.4 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.

#### **4.13.5 Entire RFP**

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

#### **4.13.6 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.

#### **4.13.7 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 on 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

**To:** OECM

**From:** [Insert Proponent’s Name]

The Proponent must complete this Appendix and **upload to OTP** along with its Proposal.

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

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

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

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

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

Please refer to the RFP Section 4.1 (Definitions - for a definition of Agreement), Section 1.4 (Term of Agreement for Deliverables), and Section 3.9 (Agreement Finalization).

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

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
<b>Article 2 – Legal Relationship Between OEMC/Client, Supplier and Third-Parties</b>					
2.01	Supplier's Power to Contract and Perform the Contract				
2.02	Representatives May Bind Parties				
2.03	Parties Not a Partner, Agent or Employee				
2.04	Responsibility of Supplier				
2.05	Liability of OEMC				
2.06	Assignment				
2.07	Conflict of Interest				
2.08	Client-Supplier Agreement				
2.09	Contract Binding				
<b>Article 3 – Performance by Supplier</b>					
3.01	Supplier Performance and Client-Supplier Agreement				
3.02	Performance Warranty				
3.03	Use and Access Restrictions				
3.04	Notification by Supplier				
3.05	Work Volumes				
3.06	Reporting				
3.07	Compliance with <i>Accessibility for Ontarians with Disabilities Act</i>				
<b>Article 4 – Payment for Performance and Audit</b>					
4.01	Payment According to Contract Rates				
4.02	Invoicing				
4.03	Payment by Client				
4.04	Default Billing and Payment Process				
4.05	Hold Back or Set Off				
4.06	Expenses or Additional Charges				
4.07	Payment of Taxes and Duties				
4.08	OEMC Cost Recovery Fee				
4.09	Interest on Late Payment				
4.10	Document Retention and Audit				
<b>Article 5 – Confidentiality and FIPPA/MFIPPA</b>					

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
5.01	Confidentiality and Promotion Restrictions				
5.02	Confidential Information				
5.03	Restrictions on Copying				
5.04	Injunctive and Other Relief				
5.05	Notice and Protective Order				
5.06	FIPPA and MFIPPA Records				
5.07	PIPEDA				
5.08	Survival				
<b>Article 6 – Intellectual Property and Use of OEMC or Client Insignia</b>					
6.01	Intellectual Property				
6.02	Use of OEMC or Client or Supplier Insignia or Logo				
6.03	Supplier Representation and Warranty Regarding Third-Party Intellectual Property				
6.04	Survival				
<b>Article 7 – Indemnity and Insurance</b>					
7.01	Supplier Indemnity				
7.02	Injunction Against Continued Use of Resources				
7.03	Supplier's Insurance				
7.04	Proof of Insurance				
7.05	Proof of Workplace Safety and Insurance Act Coverage				
7.06	Supplier Participation in Proceeding				
7.07	Disaster Recovery				
<b>Article 8 – Termination, Expiry and Extension</b>					
8.01	Immediate Termination of Contract				
8.02	Dispute Resolution by Rectification Notice				
8.03	Supplier's Obligations on Termination				
8.04	Effect of Termination on Client-Supplier Agreements				
8.05	Supplier's Payment Upon Termination				
8.06	Scope of Termination Rights				
8.07	Expiry, Client-Supplier Agreement Survival and Extension of Contract				

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
8.08	Alternative Dispute Resolution				
<b>Schedule 1 (Resources, Supplementary Provisions, and Rates)</b>					
Appendix A – Resources and Supplementary Provisions		N/A	N/A	N/A	N/A
Appendix B – Rates		N/A	N/A	N/A	N/A
Appendix C – Supplier's Performance Management Scorecard		N/A	N/A	N/A	N/A
<b>Schedule 2 (Client-Supplier Agreement)</b>					
<b>Article 1 – Definitions</b>					
<b>Article 2 – The Master Agreement</b>					
<b>Article 3 – Representatives for Client-Service Agreement</b>					
<b>Article 4 – Term of CSA</b>					
<b>Article 5 – Resources, Rates and Payment Process</b>					
<b>Article 6 – Rates and Payment</b>					
<b>Article 7 – Insurance</b>					
<b>Article 8 – Notices</b>					
<b>Article 9 – Termination</b>					
9.1	Termination by Either Party				
9.2	Termination by Client				
9.3	Supplier's Obligations on Termination				
9.4	Supplier's Payment Upon Termination				
9.5	Termination in Addition to Other Rights				
9.6	Survival Upon Termination				
<b>Article 10 – Publicity</b>					
<b>Article 11 – Legal Relationship Between Client, Supplier and Third-Parties</b>					
11.1	Supplier's Power to Contract				
11.2	Representatives May Bind the Parties				
11.3	Independent Contractor				
11.4	Subcontracting or Assignment				
<b>Article 12 – General</b>					
12.1	Severability				
12.2	Force Majeure				

<b>Number</b>	<b>Article/Section Description</b>	<b>Read and Understood (Yes/No)</b>	<b>AGREED (Yes/No)</b>	<b>Concern (If Not Agreed)</b>	<b>Change (If Not Agreed)</b>
12.3	Changes By Written Amendment Only				
12.4	Section 217 Education Act et. al.				
12.5	Criminal Records Check				
12.6	Purchasing Policies and Guidelines				
12.7	Harassment and Assault				
<b>APPENDIX A – RESOURCES AND SUPPLEMENTARY PROVISIONS</b>		N/A	N/A	N/A	N/A
<b>APPENDIX B – RATES</b>		N/A	N/A	N/A	N/A
<b>APPENDIX C – CLIENT’S POLICIES AND GUIDELINES</b>		N/A	N/A	N/A	N/A

N/A denotes not applicable.

**APPENDIX H – SUPPLIER’S PERFORMANCE MANAGEMENT SCORECARD**

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

- On time delivery of high quality Resources at the Agreement Rates or lower;
- The exceptionally high Client satisfaction levels are maintained;
- On-time Agreement activity reporting to OECS;
- On-time cost recovery fee remittance; and,
- Continuous improvement.

During the Term of the Agreement, the Supplier shall collect and report the agreed upon performance measures as requested by OECS. The 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 Resources deemed acceptable and delivered on time as determined by the Client, OECS or OECS on behalf of the Client. The Supplier's performance score will be considered when OECS contemplates Agreement decisions such as:

- The approval or rejection, in whole or in part, of the Supplier's Rate refresh requests;
- The approval or rejection of the Supplier's request to add other related Resources to the Agreement;
- Agreement extensions; and,
- Agreement termination.

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

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

Service Level	Service Explanation	Measurement	Service Responsibilities
Service Availability	Overall availability of the Service	Overall availability of greater than 99%  Number of interruptions, regardless of the duration, excluding times scheduled for maintenance Severity Level 4: 5 to 7 interruptions Severity Level 3: 8 to 9 interruptions Severity Level 2: 10 interruptions Severity Level 1: > 10 interruptions Overall Severity Level = highest level of severity in (1) or (2) above	Service to be available 24/7 basis exclusive of scheduled time for maintenance.

Service Level	Service Level Explanation	Measurement	Service Level Responsibilities
Time to Restore (TTR) Severity 1 (Mission-Critical): An outage of a system that is essential to business operation or to an organization.	Time to restore the functionality of systems, including mainframe and servers.	One hour, 98% of the time	Resolve problem with "broken system" and have it up and running within a designated time frame.
TTR - Severity 2 (Critical): Major functionality is impacted or significant performance degradation is experienced.	Time to restore the functionality of systems, including mainframe and servers.	Four hours, 96% of the time	Resolve problem with "major functionality" and have it up and running within a designated time frame.
TTR - Severity 3 (Required): Moderate loss of functionality or performance. Convenient work-around exists.	Time to restore the functionality of systems, including mainframe and servers.	Eight hours, 95% of the time	Resolve problem with "broken system" and have it up and running within a designated time frame.
Mainframe Availability	The percentage of time that the mainframe system is available for normal business operations.	99.9%	Mainframe availability is based on availability of the CPU and peripherals, including the front-end processors. Actual platform and/or operating system availability.
System Downtime - Unscheduled	The amount of time that the system has an unscheduled downtime; not to exceed a specified time per occurrence (includes email and midrange servers). (Note: For example, number of business hours until completion from time of notification by organization.)	No more than 5 minutes per month	Availability of the system. The organization will provide the service provider with easy access to the required areas that allow for appropriate resolution.

Service Level	Service Explanation	Level	Measurement	Service Responsibilities	Level
Response Time - Server	Amount of time required to refresh the end user's screen from the point when the "enter" command is given from the end user's device.		One second or less		A measurement of the server response, devoid of network issues.
Disaster Recovery (DR) Systems	Ability to recover the systems in the event of a disaster, with all systems functional and effectively working.		2 to 8 hours		The service provider has control of and access to the DR site as per the DR recovery agreement.
Security Management Patch	The amount of time the service provider should take to patch servers and software for security purposes.		Servers must be successfully patched as soon as practical during an emergency; within three calendar days for all patches rated as high (critical); or within 10 calendars days for all patches rated as medium (important); or as recommended by the licensor after customer approval notification is sent to the supplier.		The service provider is responsible for the patch process, and can make the decision on the implementation of security patches — or the organization provides approval for the security patch.
Timeliness Backup	Percentage of time that the backups are performed on time and free from errors and omissions.		99.9%		Maintain backup data, as per the organization's requirements, in a facility that is deemed "secure" by industry standards and provides for quick access. The organization will provide the service provider with easy access to the required areas that allow for appropriate resolution.
Change Management	Manage the quality of the change management process.		99% completed on time with no quality issues		The service provider has control of the change management process and approval to carry out the changes per the governance model.



Service Level	Service Level Explanation	Measurement	Service Level Responsibilities
Service Availability Desk	Response time by a service desk agent to reports received via phone, email, web site, or fax during the normal support window (5 days per week, 12 months per year)	99.9%	The elapsed time for a human service desk operator to respond to an incident report during the normal support window. The response might be a solution, a priority assessment or an acknowledgement of receipt of the report by a human (i.e. not an electronic read receipt).
Delete User Accounts (Including Email)	Acceptable time for deletion of access authorizations and codes for the organization or service provider.	Delete user account within 2 to 4 hours	Maintain a technical staff capable of resolving security issues on the help desk or point of contact for end-user client personnel within defined time frames.

OECM-Specific Performance Measures		
Service Quality KPIs	Service Level	Measurement
Monthly Spend Reporting	Monthly by 8th business day of every month	100%
Monthly Client-Supplier Agreement Reporting	Monthly by 8th business day of every month	100%
CRF Remittance	Quarterly on 10th business day of every month	100%

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

Client may, when executing a Client-Supplier Agreement, seek other KPIs and SLAs.

## **APPENDIX I – DATA REQUIREMENTS**

Appendix I – Data Requirements is posted as a separate PDF file on OTP.

## APPENDIX J – LIST OF ONTARIO DISTRICT SCHOOL BOARDS

District School Board	District School Board
Algoma DSB	Lakehead DSB
Algonquin and Lakeshore CDSB	Lambton Kent DSB
Avon Maitland DSB	Limestone DSB
Bluewater DSB	London District Catholic SB
Brant Haldimand Norfolk CDSB	Near North DSB
Bruce-Grey CDSB	Niagara CDSB
CDSB of Eastern Ontario	Nipissing-Parry Sound CDSB
Conseil des écoles catholiques du Centre-Est	Northeastern CDSB
Conseil des écoles publiques de l'Est de l'Ontario	Northwest CDSB
Conseil scolaire Viamonde	Ottawa CDSB
Conseil scolaire catholique Franco-Nord	Ottawa-Carleton DSB
Conseil scolaire catholique MonAvenir	Peel DSB
Conseil scolaire catholique Providence	Peterborough Victoria Northumberland and Clarington CDSB
Conseil scolaire catholique de district des Grandes-Rivières	Rainbow DSB
Conseil scolaire de district catholique de l'Est ontarien	Rainy River DSB
Conseil scolaire de district catholique des Aurores boréales	Renfrew County CDSB
Conseil scolaire catholique du Nouvel-Ontario	Renfrew County DSB
Conseil scolaire public du Grand Nord de l'Ontario	Simcoe County DSB
Conseil scolaire de district du Nord-Est de l'Ontario	Simcoe Muskoka CDSB
DSB of Niagara	St. Clair CDSB
DSB Ontario North East	Sudbury CDSB
Dufferin-Peel CDSB	Superior North CDSB
Durham CDSB	Superior-Greenstone DSB
Durham DSB	Thames Valley DSB
Grand Erie DSB	Thunder Bay CDSB
Greater Essex County DSB	Toronto CDSB
Halton CDSB	Toronto DSB
Halton DSB	Trillium Lakelands DSB
Hamilton-Wentworth CDSB	Upper Canada DSB
Hamilton-Wentworth DSB	Upper Grand DSB
Hastings and Prince Edward DSB	Waterloo CDSB
Huron-Perth CDSB	Waterloo Region DSB
Huron-Superior CDSB	Wellington CDSB
Kawartha Pine Ridge DSB	Windsor-Essex CDSB
Keewatin-Patricia DSB	York CDSB
Kenora CDSB	York Region DSB

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