



Savings | Choice | Service

NETWORKING PRODUCTS AND RELATED SERVICES

REQUEST FOR PROPOSALS NUMBER 2019-340

(Final with Amendments)

Request for Proposals Issued On: December 6, 2019

Proponent's Information & OTP Demonstration Session: 2:00 pm on December 13, 2019

Proponent's Deadline to Submit Questions: 5:00 pm on January 10, 2020

**Proponent's 1st Deadline to Submit Questions Related to
Addenda & Question and Answer Documents:** 12:00 pm on January 27, 2020

**Proponent's 2nd Deadline to Submit Questions Related to
Addenda & Question and Answer Documents:** 12:00 pm on February 3, 2020

Revised Closing Date: 2:00:00 pm on February 24, 2020 local time in Toronto, Ontario, Canada

All times specified in this RFP timetable are local times in Toronto, Ontario, Canada.
Please refer to Section 5.1.1 for the complete RFP timetable.

OECEM shall not be obligated in any manner to any Proponent whatsoever until a written Master Agreement has been duly executed with a Supplier.

TABLE OF CONTENTS

PART 1 – INTRODUCTION	5
1.1 Out of Scope	5
1.2 Background and Historical Spend	5
1.3 Objective of this RFP	6
1.4 Project Advisory Committee	6
1.5 Overview of OEM	6
1.6 Use of OEM Master Agreements	7
1.7 OEM Geographical Zones	7
1.8 The Ontario Broader Public Sector Procurement Directive	7
1.9 Trade Agreements	7
1.10 Rules of Interpretation	7
PART 2 – THE DELIVERABLES	9
2.1 Networking Products	9
2.1.1 Access Points Products	9
2.1.2 Router Products.....	9
2.1.3 Switch Products	9
2.1.4 Security Products.....	9
2.1.5 Hybrid Networking Products	10
2.1.6 Wireless LAN Controller Products	10
2.1.7 Additional Products	10
2.1.8 License Subscriptions for Products.....	10
2.2 Related Services	10
2.2.1 Standard OEM Product Warranty for Physical Products.....	10
2.2.2 Repeat Call Resolution for Physical Products.....	10
2.2.3 Extended Product Warranty Coverage for Physical Products	11
2.2.4 Onsite Support Services for Physical Products.....	11
2.2.5 Preventative Maintenance Services for Physical Products	11
2.2.6 Proactive Diagnostics Services.....	11
2.2.7 Block Service Hours.....	11
2.2.8 Professional Services	11
2.2.8.1 Network Design and Planning Services	11
2.2.8.2 Installation and Implementation Services.....	11
2.2.8.3 Training Services	12
2.3 Order Management	12
2.3.1 Minimum Order	12
2.3.2 Order Acknowledgement	12
2.3.3 Order Changes and/or Cancellation	13
2.3.4 Coordinating Bulk Purchases.....	13
2.3.5 Online Order Tracking.....	13
2.3.6 Electronic Commerce.....	13
2.3.7 Delivery.....	13
2.3.8 Delivery Lead Times	13
2.3.9 Back Orders.....	13
2.3.10 Demo Products	13
2.3.11 Product Substitution.....	14
2.3.12 Damaged or Defective Shipment	14
2.3.13 Dead-on-Arrival Products.....	14
2.3.14 Returns	14
2.3.15 Recalls.....	14
2.3.16 Discontinued Products	14
2.4 Invoicing	14
2.4.1 Payment Terms and Methods.....	15
2.4.2 Electronic Fund Transfer.....	15
2.5 Support to Customers	15

2.5.1	Transition.....	16
2.5.2	Financial Incentive to Customers.....	16
2.6	Environmental Considerations.....	16
2.7	Social Procurement.....	17
2.8	Disaster Recovery and Business Continuity.....	17
2.9	Licences, Right to Use and Approvals.....	17
2.10	Electrical Requirements.....	17
PART 3 – EVALUATION OF PROPOSALS.....		18
3.1	Stages of Proposal Evaluation.....	18
3.2	Stage I – Review of Qualification Responses (Pass/Fail) for All OEMs.....	18
3.3	Stage II – Technical Response for All OEMs.....	18
3.4	Stage III – Commercial Response per OEM.....	19
3.5	Stage IV – Cumulative Score per OEM.....	20
3.6	Stage V – Tie Break Process.....	20
3.7	Stage VI – Negotiations.....	21
3.8	Stage VII – Master Agreement Finalization.....	21
PART 4 – MASTER AGREEMENT STRUCTURE AND MANAGEMENT.....		22
4.1	Master Agreement Structure.....	22
4.1.1	No Contract until Execution of Written Master Agreement.....	22
4.1.2	Customer’s Usage of Master Agreements.....	22
4.1.3	No Guarantee of Volume of Work or Exclusivity of Master Agreement.....	23
4.2	Rates.....	23
4.2.1	Travel Expenses.....	23
4.2.2	Optional Rate Refresh.....	23
4.2.3	Optional Process to Add Products and Services.....	24
4.2.4	OECM Geographical Zones.....	24
4.2.5	OECM Cost Recovery Fee.....	25
4.2.6	Financial Administration Act (“the FAA”) Section 28.....	25
4.2.7	Saving Calculation.....	26
4.3	Master Agreement Management Support to OECM.....	26
4.3.1	Master Agreement Award.....	27
4.3.2	Promoting OECM Master Agreements.....	27
4.3.3	Supplier’s Performance Management Scorecard.....	27
4.3.4	OECM’s Supplier Recognition Program.....	27
4.3.5	Reporting to OECM.....	28
PART 5 – TERMS AND CONDITIONS OF THE RFP PROCESS.....		29
5.1	General Information and Instructions.....	29
5.1.1	RFP Timetable.....	29
5.1.2	Proponent’s Information and OTP Demonstration Session.....	30
5.1.3	Proponent to Follow Instructions.....	30
5.1.4	OECM’s Information in RFP Only an Estimate.....	30
5.1.5	Proponent’s Costs.....	30
5.2	Communication after RFP Issuance.....	30
5.2.1	Communication with OECM.....	30
5.2.2	Proponent to Review RFP.....	31
5.2.3	Proponent to Notify.....	31
5.2.4	All New Information to Proponents by way of Addenda.....	32
5.3	Proposal Submission Requirements.....	32
5.3.1	General.....	32
5.3.2	Proposal in English.....	32
5.3.3	Proposal Submission Requirements.....	32
5.3.4	Other Proposal Considerations.....	33
5.3.5	Proposal Receipt by OECM.....	33
5.3.6	Withdrawal of Proposal.....	33
5.3.7	Amendment of Proposal on OTP.....	33
5.3.8	Completeness of Proposal.....	33
5.3.9	Proposals Retained by OECM.....	34

5.3.10	Acceptance of RFP	34
5.3.11	Amendments to RFP	34
5.3.12	Proposals will not be Opened Publicly	34
5.3.13	Clarification of Proposals	34
5.3.14	Verification of Information	34
5.3.15	Proposal Acceptance	34
5.3.16	RFP Incorporated into Proposal	36
5.3.17	Exclusivity of Contract	36
5.3.18	Substantial Compliance	36
5.3.19	No Publicity or Promotion	36
5.4	Negotiations, Timelines, Notification and Debriefing	36
5.4.1	Negotiations with Preferred Proponent	36
5.4.2	Failure to Execute a Master Agreement	36
5.4.3	Master Agreement	37
5.4.4	Notification to Other Proponents	37
5.4.5	Debriefing	37
5.4.6	Bid Dispute Resolution	37
5.5	Prohibited Communications, and Confidential Information	37
5.5.1	Confidential Information of OECM	37
5.5.2	Confidential Information of the Proponent	38
5.5.3	Proponent's Submission	38
5.5.4	Personal Information	38
5.5.5	Non-Disclosure Agreement	38
5.5.6	Freedom of Information and Protection of Privacy Act	38
5.5.7	Intellectual Property	39
5.6	Reserved Rights and Governing Law of OECM	39
5.6.1	General	39
5.6.2	Rights of OECM – Proponent	40
5.6.3	No Liability	41
5.6.4	Assignment	41
5.6.5	Entire RFP	41
5.6.6	Priority of Documents	41
5.6.7	Disqualification for Misrepresentation	41
5.6.8	References and Past Performance	41
5.6.9	Cancellation	41
5.6.10	Competition Act	42
5.6.11	Trade Agreements	42
5.6.12	Governing Law	42
 APPENDIX A – DEFINITIONS		43
APPENDIX B – FORM OF MASTER AGREEMENT		47
APPENDIX C – COMMERCIAL RESPONSE – AMENDED AS OF FEBRUARY 7, 2020		48
APPENDIX D – OECM GEOGRAPHICAL ZONES		49
APPENDIX E – OECM SCHOOL BOARD, COLLEGE AND UNIVERSITY CUSTOMERS IN ONTARIO		50
APPENDIX F – REPORTING REQUIREMENTS		51
APPENDIX G – SUPPLIER'S PERFORMANCE MANAGEMENT SCORECARD		53
APPENDIX H – CODE OF CONDUCT		55
APPENDIX I – AUTHORIZED RESELLER LETTER		57

PART 1 – INTRODUCTION

This non-binding Request for Proposals (“RFP”) is an invitation to obtain Proposals from qualified Proponents for Networking Products (“Products”) and Related Services (“Services”) as described in Part 2 – The Deliverables and Part 4 – Master Agreement Structure and Management.

OECM Customers’ networking Product/Service requirements vary. In some cases, Customers want to purchase all Products manufactured by the same Original Equipment Manufacturer (“OEM”), and in other cases, they want to purchase Products manufactured by a variety of OEMs.

The Proponent must be an OEM or an Authorized Reseller for proposed Products.

If the Proponent is not the OEM, an Authorized reseller letter shall be submitted with the Proposal for each OEM proposed. If successful, the Authorized Reseller status shall be maintained throughout the Term of the Master Agreement (“Term”).

OECM intends to award up to four (4) Master Agreements to Suppliers per OEM. The initial Term will be three (3) years with an option in favour of OECM to extend the Term on the same terms and conditions for up to two (2) years.

This RFP is issued by OECM.

1.1 Out of Scope

The following are out of scope of this RFP:

- (a) Application security;
- (b) Cloud hosting/security;
- (c) Non-networking products and/or services (e.g. smart phones devices); and,
- (d) Security training.

1.2 Background and Historical Spend

OECM currently has networking switches, routers, firewalls and related services agreements in place with seven (7) supplier partners. Fifty-seven (57) unique Customers are using these existing agreements:

- (a) Ten (10) Colleges;
- (b) Twenty-two (22) School Boards;
- (c) Six (6) Universities; and,
- (d) Nineteen (19) other OECM Customers.

Purchases through these existing agreements, between January 2015 and June 2019, were approximately thirty-one million dollars (\$31,000,000).

To provide a full solution for Customers, the resulting Master Agreements will include hybrid networking Products as per section 2.1.5. OECM currently has software defined wide area network (“SD WAN”) agreements in place with nine (9) supplier partners. This agreement will expire in August 2020 with an option to extend for two (2) additional years. OECM Eighty (80) unique Customers are using these existing agreements. There are

- (e) Fifty-six (56) School Boards;
- (f) Two (2) Universities; and,
- (g) Twenty-two (22) other OECM Customers.

Purchases through these existing agreements between May 2017 and June 2019, were approximately eighteen million dollars (\$18,000,000)

Customers using the current OEM networking switches, routers, firewalls and related services agreements are **not**, in any way, obligated to participate in any Master Agreements resulting from this RFP.

1.3 Objective of this RFP

The objective of this RFP is to:

- (a) Provide OEM Customers with Suppliers who are capable of providing a variety of OEM Products and related Services;
- (b) Provide high quality, cutting-edge networking technology to meet Customers' needs;
- (c) Ensure Customers have access to OEM warranty support;
- (d) Provide Customers with professional and responsive Customer support and account management;
- (e) Streamline the Customer's process to procure by providing access to Products and related Services through the resulting Master Agreements from this RFP; and,
- (f) Reduce the costs of associated competitive procurement processes on an ongoing basis (i.e. fewer competitive procurement documents issued by Customers).

1.4 Project Advisory Committee

The following Customers were involved with the development of the requirements in this RFP:

- (a) Colleges and Institutes Canada;
- (b) District School Board Ontario North East;
- (c) Fleming College;
- (d) Georgian College;
- (e) London District Catholic School Board;
- (f) Seneca College;
- (g) Wellington Catholic District School Board; and,
- (h) York Region District School Board.

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

1.5 Overview of OEM

OECM is a trusted not-for-profit partner for Ontario's education sector, Broader Public Sector ("BPS") entities, Provincially Funded Organizations ("PFO"), Crown Corporations, and other not-for-profit organizations. OECM offers a comprehensive choice of collaboratively sourced and competitively priced products and services through its Marketplace, the goal of which is to generate savings, choice and service for its Customers.

Recognizing the power of collaboration, OECM is committed to fostering strong relationships with both Customers and suppliers by:

- (a) Actively sourcing products and services in an open, fair, transparent and competitive manner, compliant with BPS Procurement Directive and applicable trade agreements;
- (b) Establishing, promoting and managing product and service agreements used throughout its Customer community;
- (c) Supporting Customers' access and use of OECM agreements through analysis, reporting and the development of tools, guides, and other materials;

- (d) Effectively managing supplier contract performance while harnessing expertise and innovative ideas, to drive continuous improvements through a Supplier Relationship Management program;
- (e) Promoting OECEM's Supplier Code of Conduct, based on its core values, to ensure that all supplier partners adhere to a set standard when conducting business with OECEM and its Customers resulting in continuous, long-term success; and,
- (f) Supporting supplier partners through a Supplier Recognition Program.

1.6 Use of OECEM Master Agreements

As of September 2019, seven hundred and forty-three (743) Customers were using one (1) or more OECEM agreements with a cumulative spend of more than one billion dollars over the last ten (10) years. The annual spend for 2018 increased by thirty-eight percent (38%) when compared to 2017.

More information about OECEM is available on our website - <http://www.oecm.ca/>.

1.7 OECEM Geographical Zones

OECEM Customers are located in five (5) geographical Zones throughout the Province of Ontario.

- (a) Central Zone;
- (b) East Zone;
- (c) North East Zone;
- (d) North West Zone; and,
- (e) West Zone.

Also refer to Appendix D – OECEM Geographical Zones, and Appendix E – OECEM School Board, University and College Customers in Ontario illustrating OECEM's educational Customers by Zone.

1.8 The Ontario Broader Public Sector Procurement Directive

OECEM, and the Customers they service, follow the Ontario BPS Procurement Directive. The directive sets out rules for designated BPS entities on the purchase of goods and services using public funds. The Directive is available at <https://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/English/bps-procurementdirective>.

1.9 Trade Agreements

OECEM procurements are undertaken within the scope of Chapter 5 of the Canadian Free Trade Agreement ("CFTA"), Chapter 19 of the Comprehensive Economic and Trade Agreement ("CETA"), and within the scope of the Trade and Cooperation Agreement between Quebec and Ontario and 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 Section 5.6.11.

1.10 Rules of Interpretation

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

- (a) 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;
- (b) Words in the RFP shall bear their natural meaning;
- (c) 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";

- (d) 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;
- (e) Unless otherwise indicated, time periods will be strictly applied; and,
- (f) The following terminology applies in the RFP:
 - i. The terms “must” and “shall” relate to a requirement the Supplier will be obligated to fulfil. Whenever the terms “must” or “shall” are used in relation to OEMC or the Supplier, such terms shall be construed and interpreted as synonymous and shall be construed to read “OEMC shall” or the “Supplier shall”, as the case may be;
 - ii. The term “should” relates to a requirement that OEMC would like the Supplier to fulfil; and,
 - iii. The term “will” describes a procedure that is intended to be followed.

[End of Part 1]

PART 2 – THE DELIVERABLES

This part of the RFP describes the Deliverables which will be incorporated into the final Master Agreements. The Supplier shall provide **all** requirements.

All proposed Products must be newly manufactured.

2.1 Networking Products

The Supplier shall provide appropriate licensed network physical (hardware), virtual (software-based system that performs the function of a physical Product) and software.

Products include, but are not limited to:

2.1.1 Access Points Products

Physical and, where available, virtual access points Products that support 802.11a/b/g/n/ac Wave 2 wireless standards and 802.11ax.

2.1.2 Router Products

Physical and virtual router Products including, but not limited to:

- (a) Branch
- (b) Core; and,
- (c) Edge.

2.1.3 Switch Products

Physical and, where available, virtual switch Products including, but not limited to:

- (a) Modular/expandable and fixed switches;
- (b) Power over Ethernet (“PoE”), PoE Plus (“PoE+”) and non-PoE;
- (c) Varying number of ports (e.g. four (4) to forty-eight (48)); and,
- (d) Varying speeds (e.g. Fast Ethernet (10/100 Mbps), Gigabit Ethernet (10/100/1000 Mbps), Ten Gigabit (10/100/1000/10000 Mbps), and 40/100 Gbps speeds);

The switch Products should be compliant with current established open internet standards.

2.1.4 Security Products

Physical and virtual security Products, including, but not limited to:

- (a) Application-level gateway (proxy firewall);
- (b) Circuit-level gateway;
- (c) Next-generation firewall;
- (d) Packet filtering firewall;
- (e) Reverse proxy server;
- (f) Stateful inspection firewall; and,
- (g) Unified threat management Products.

2.1.5 Hybrid Networking Products

Physical and virtual Products with two (2) or more combined functionalities that are typically provided by single function networking Products (e.g. SD-WAN, security and routing functionality within one (1) hybrid networking Product).

2.1.6 Wireless LAN Controller Products

Physical and virtual wireless Local Area Network (“LAN”) controller Products.

2.1.7 Additional Products

The Supplier shall make available to Customers all Products from awarded OEMs, that are managed through the multi-functional networking Product (e.g. cameras).

2.1.8 License Subscriptions for Products

The Supplier shall provide license subscriptions for Products including, but not limited to:

- (a) Right to use (“RTU”);
- (b) Help desk support (technical support), such as:
 - i. Access to Product technical assistance 24/7 via a toll-free telephone number, either through its own help desk or through the OEM help desk;
 - ii. Troubleshooting process; and,
 - iii. Issue tickets and transfer the Customer’s request to the OEM help desk.
- (c) Technical online self-help Support with access to self-service materials in a variety of formats (e.g. online manuals, FAQs, forums and instructional videos) that allow the Customer to identify problems and potential solutions; and,
- (d) Firmware and/or software updates during the life of the Product.

The Supplier shall provide Customers the option for all license subscription for Products to co-terminate regardless of when the Customer purchased the Product. The Rate shall be prorated appropriately.

2.2 Related Services

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

2.2.1 Standard OEM Product Warranty for Physical Products

The Supplier shall provide the standard OEM Product warranty Services for all Products provided and manage OEM warranty coverage upon Product delivery to the Customer, including, but not limited to:

- (a) Registration of Customer Products;
- (b) Facilitation of Product repair including parts as needed, labour, and shipping to and from the Customer’s location as applicable; and,
- (c) Next Business Day replacement of defective Products.

At a minimum, the Supplier is responsible for initiating and/or acting as a liaison with the OEM on behalf of the Customer on a warranty claim, upon request.

2.2.2 Repeat Call Resolution for Physical Products

During any warranty period where a Product has been repaired three (3) times and requires a fourth repair, the Supplier shall replace the Product with a new Product of the same or better quality within a maximum period of fifteen (15) Business Days at no additional cost to the Customer.

2.2.3 Extended Product Warranty Coverage for Physical Products

The Supplier shall, if requested by the Customer, provide extended Product warranty Services offered by the OEM of the Product or an Authorized Service Provider, at the time of purchase or on/before the expiry of the standard OEM Product warranty. The terms and conditions of the optional extended warranty Services should be equal to or better than the standard OEM warranty at a Rate this is mutually agreed upon between the Customer and the Supplier.

2.2.4 Onsite Support Services for Physical Products

The Supplier shall provide the Customer with onsite support Services for the resolution of issues that cannot be resolved through remote diagnostics and repair.

2.2.5 Preventative Maintenance Services for Physical Products

The Supplier shall provide preventative maintenance Services offered by the OEM of the Product or an Authorized Service Provider, if required by the Customer, at a Rate mutually agreed upon by the Customer and Supplier.

2.2.6 Proactive Diagnostics Services

The Supplier should provide the Customer, if requested, with the option for a proactive diagnostic program offered by the OEM of the Product or an Authorized Service Provider that includes real-time alerts for any existing and/or potential Product failures and recommended steps for resolution, at a Rate this is mutually agreed upon between the Customer and the Supplier.

2.2.7 Block Service Hours

The Supplier shall provide the Customer with the ability to purchase blocks of Service hours as required. Block Service hours shall be valid for a minimum of twelve (12) months from the date of purchase.

The Supplier shall provide the Customer with reporting that details how many of the block Service hours have been used, the Service provided and the date the hours were used.

2.2.8 Professional Services

The Supplier shall provide professional Services to Customers including, but not limited to:

2.2.8.1 Network Design and Planning Services

Upon Customer request, network design and planning Services shall include at a minimum:

- (a) Network architecture Services;
- (b) Network expansion Services;
- (c) Network migration Services;
- (d) Network performance management Services;
- (e) Network realization Services;
- (f) Network-synthesis Services;
- (g) Product selection and placement Services; and,
- (h) Topological design Services.

2.2.8.2 Installation and Implementation Services

Upon Customer request, installation and implementation Services shall include at a minimum:

- (a) Configuration Services, before or after delivery of the Products, as requested;
- (b) Fully enable the Products within the Customer's environment with the inclusion of broadband connection;
- (c) Product rollout Services;
- (d) Testing Services during and/or after implementation; and,
- (e) Training Services and knowledge transfer to Customer.

2.2.8.3 Training Services

Upon Customer request, training Services at no additional cost shall include at a minimum:

- (a) Implementation training;
- (b) Product training;
- (c) Related software training; and/or,
- (d) Other related training, as requested.

The Supplier may provide the training Services in person and/or remotely via internet with supporting materials and/or videos.

2.3 Order Management

The Supplier shall provide a variety of ways for Customers to order Products and/or Services, including but not limited to the following:

- (a) Via purchase order through the Customer's system;
- (b) Electronic Data Interchange ("EDI");
- (c) Email;
- (d) Fax;
- (e) Toll free phone; and/or,
- (f) Supplier's online ordering process.

Where applicable, Customers may need to perform integration testing on the Supplier's online ordering system to ensure it is compatible with the Customers' systems, policies and procedures.

2.3.1 Minimum Order

The Supplier shall not have any minimum order value or volume requirement.

2.3.2 Order Acknowledgement

The Supplier shall acknowledge the receipt of an order by Customer within two (2) Business Days. The Supplier will include in this acknowledgement, any Product and/or Service ordered that cannot be fulfilled (e.g. back orders). The Customer, at its sole discretion may:

- (a) Cancel some or all of the order;
- (b) Ask the Supplier to ship only available Products and cancel any backorders; and/or,
- (c) Agree to an alternative delivery schedule based on anticipated Product and Service availability.

2.3.3 Order Changes and/or Cancellation

The Supplier shall accept new orders, order changes and/or cancellation as may be required based on Customer's requirements, at no additional cost to the Customer. For Products already shipped, or custom Products, the Supplier shall provide support for order change and cancellation policies and any specific expectations as agreed to by the Customer and the Supplier.

2.3.4 Coordinating Bulk Purchases

The Supplier shall support coordinated bulk purchases initiated by OEM and/or Customers for several Customers during the Term. If this occurs, OEM or the Customer may negotiate a lower Rate with the Supplier for bulk purchases. Lead time for bulk purchases may differ from that set out in Section 2.3.8 OEM or the Customer will ensure reasonable lead times for bulk purchases are requested.

OEM and/or Customers may consolidate various Customer volumes and coordinate bulk purchases. Once Products have been received at Customer's location, the Supplier shall invoice each Customer accordingly.

2.3.5 Online Order Tracking

The Supplier shall provide the Customer with access to an online order tracking system that allows the Customer to see detailed tracking, location and expected delivery time for each order.

2.3.6 Electronic Commerce

Customers currently use a variety of ERP, e-Procurement or financial systems (e.g. PeopleSoft, Jaggaer (formerly SciQuest)) for processing orders and payments. To support these processes, the Supplier will provide reasonable technology and implementation support, at any time during the Term, at no additional cost to the Customer.

2.3.7 Delivery

All Products shall be Delivered Duty Paid ("DDP") to inside the door or the dock of the Customer's location as requested by the Customer.

The Supplier shall deliver orders with correct Products and quantities within the lead time.

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

The Supplier shall, if installing the Products for the Customer, remove all packaging and recycling the packaging in an environmentally friendly manner.

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

2.3.8 Delivery Lead Times

The maximum lead time for delivery of any Product is ten (10) Business Days from the date of order acknowledgement to Customer, unless otherwise agreed upon between Supplier and Customer.

2.3.9 Back Orders

Back orders should be confirmed at the time of the order acknowledgement with an estimated delivery date. Customers will have an option to cancel or keep the back orders at no additional cost.

2.3.10 Demo Products

The Supplier shall provide Products and allow Customers to demo and/or test them at the Customer's location for up to ninety (90) days at no charge to the Customer (including no charge for delivery, installation, removal or return).

The quantity of demo Product shall be mutually agreed upon between the Customer and Supplier.

The Supplier may offer an additional discount-off the purchase price of the demo/tested Product should the Customer decide to purchase

2.3.11 Product Substitution

The Supplier shall only substitute Products with prior approval from Customer's designated personnel.

2.3.12 Damaged or Defective Shipment

The Customer may not accept the delivery of the Products if they are:

- (a) Damaged (or the packaging is damaged);
- (b) Not delivered as agreed; or,
- (c) Substituted without prior approval of the Customer.

The Supplier shall be responsible for all shipping costs related to the return and replacement of any damaged or defective Products from the Customer's location. Customers will not be responsible for any additional costs, (e.g. re-stocking charges) due to damaged or defective Products received.

2.3.13 Dead-on-Arrival Products

The Supplier shall provide an exchange for any dead-on-arrival ("DOA") Products that do not work when tested at the Customer's site.

The Supplier shall deliver replacement Product within ten (10) Business Days of notification by the Customer at no additional cost to the Customer.

2.3.14 Returns

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

2.3.15 Recalls

The Supplier shall ensure that Products meet current safety standards and regulations and shall advise OEM and Customers of any changes with regulatory agencies related to the Products, which may impact the future availability of Products, or Services.

The Supplier shall immediately report on recalled Products to OEM and Customers advising applicable details (e.g. model number, serial number). Supplier shall comply with the requirements of any Applicable Law in respect to recalled Products and repair or replace the Product at no additional cost to Customers.

2.3.16 Discontinued Products

The Supplier shall not arbitrarily discontinue a Product, unless it is deemed to be at an end-of-life cycle by the OEM. When discontinuing a Product, the Supplier shall provide a written notice to OEM and the affected Customer within ten (10) Business Days of receiving an official notice from the OEM.

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

2.4 Invoicing

Flexibility in invoicing processes is required. The Customer and Supplier can mutually agree to invoicing details when executing a Customer-Supplier Agreement ("CSA").

The Supplier shall, for Customers using Jaggaer (formerly known as SciQuest), support cXML and/or portal invoicing functionality.

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

- (a) Customer name and location;
- (b) Shipped to the attention of;
- (c) Supplier contact information;
- (d) Customer purchase order number (if applicable) and order date;
- (e) OEM Product code;
- (f) Supplier catalogue code;
- (g) Description of Products and/or Services provided;
- (h) Unit of measure and order quantity;
- (i) Rate per unit of measure; discount; discounted Rate and sub-total;
- (j) Invoice number and date; and,
- (k) HST and total cost.

2.4.1 Payment Terms and Methods

The Customer's common payment terms are net thirty (30) days.

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

Different payment terms may be agreed to when executing a CSA (e.g. 2%/10 early payment discount for Customers).

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

2.4.2 Electronic Fund Transfer

The Supplier shall provide the Customer with the necessary banking information to enable EFT, at no additional cost to the Customer, for any related invoice payments including, but not limited to:

- (a) A void cheque;
- (b) Financial institution's name;
- (c) Financial institution's transit number;
- (d) Financial institution's account number; and,
- (e) Email address for notification purposes.

2.5 Support to Customers

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

- (a) Providing a responsive account executive (with applicable back-up) assigned to the Customer to support their needs by providing day-to-day and ongoing administrative support, operational support and issue resolution;
- (b) Managing issue resolution in a timely manner;

- (c) Complying with agreed upon escalation processes to resolve outstanding issues;
- (d) Responding to Customer's inquiries (e.g. to day-to-day activities) within one (1) Business Day;
- (e) Ensuring minimal disruption to the Customer;
- (f) Providing easy access to the Supplier (e.g. online, toll free telephone number, email, voicemail, chat or fax);
- (g) Providing training/demonstrations, knowledge transfer, and no-charge educational events (e.g. webinars), if available;
- (h) Establishing an ongoing communications program with the Customer (e.g. new initiatives, innovation, sustainability);
- (i) Adhering to the Customer's confidentiality and privacy policies (e.g. related to student's private information);
- (j) Providing written notice to Customers on any scheduled shut down that would impact services (e.g. inventory count, relocation of warehouse, website maintenance);
- (k) Provide Customer reporting (e.g. block Service hours usage); and,
- (l) Attending meetings with Customers, as requested.

2.5.1 Transition

The Supplier should provide Customers support on account setup at no additional cost, ensuring seamless transition towards utilizing the OEMC Master Agreement Products and/or Services with minimal disruption.

2.5.2 Financial Incentive to Customers

Where feasible, the Supplier should offer financial incentives to Customers to promote additional cost savings resulting from better operational efficiencies including, but not limited to:

- (a) Increased online ordering including electronic commerce;
- (b) Use of Purchasing Card for immediate payment ("P-Card");
- (c) Early payment discount for Customers;
- (d) Trade in of old equipment;
- (e) Higher volume purchase discounts; and,
- (f) Overall growth.

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

The financial incentives the Supplier and Customer agree to shall be incorporated into the CSA and reviewed and adjusted (e.g. annually) as required and reported to OEMC as part of the sales reporting.

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

2.6 Environmental Considerations

OEMC and its Customers are committed to reducing their carbon footprint. The Supplier should keep Customers informed about any environmentally friendly processes, new technologies and/or green initiatives. The Supplier should, in consultation with OEMC, make any environmentally friendly processes, new technologies and/or green initiatives, related to the RFP Deliverables, available to Customers as required.

2.7 Social Procurement

OECM and its Customers are committed to social procurement. The Supplier should keep OECM and Customers informed about social procurement processes.

2.8 Disaster Recovery and Business Continuity

The Supplier shall possess and provide to OECM and/or Customers upon request, information about disaster recovery and business continuity programs including processes, policies, and procedures related to safety standards, preparing for recovery or continuation of Product and Service availability critical to Customers.

2.9 Licences, Right to Use and Approvals

The Supplier shall obtain all licences, right to use and approvals required in connection with the supply of the Products and Services and provide them at Customer and OECM request. The costs of obtaining such licences, right to use and approvals shall be the responsibility of, and shall be paid for by, the Supplier.

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

2.10 Electrical Requirements

The Supplier shall ensure electrical Products are energy efficient and authorized or approved by the Customer and in accordance with the Ontario Electrical Safety Code and with the Canadian Standards Association ("CSA Group") or Underwriters Laboratories of Canada ("ULC") and shall bear the certification organization's mark identifying the goods certified for use in Canada. Certification shall be to the standard that is appropriate for the intended use of the electrical equipment/products at Customer's facilities.

[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 stages.

Stage	Type of Evaluation	Refer to RFP Section	Scoring Methodology and Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	3.2	Pass/Fail	Pass
Stage II	Technical Response	3.3	300	50%
Stage III	Commercial Response	3.4	180	Not Applicable
Stage IV	Cumulative Score	3.5	480	Not Applicable
Stage V	Tie Break Process	3.6	No Point Allocation	Not Applicable
Stage VI	Negotiations	3.7	No Point Allocation	Not Applicable
Stage VII	Master Agreement Finalization	3.8	No Point Allocation	Not Applicable

3.2 Stage I – Review of Qualification Responses (Pass/Fail) for All OEMs

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

The Proponent **must** complete the following forms in Ontario’s Tenders Portal (“OTP”) to qualify and proceed to the next stage of evaluation.

Title	OTP Envelope
Form of Offer	Qualification
Compliance with Form of Master Agreement	Qualification
Authorized Reseller Letter	Qualification
Commercial Response	Commercial

If the Proponent fails to insert information contained in the above forms, OECM may provide an opportunity to rectify such deficiency within a period of two (2) Business Days from notification thereof. Only Proponents satisfying the identified deficiencies within allotted time will proceed to Stage II.

3.3 Stage II – Technical Response for All OEMs

Stage II will consist of an evaluation and scoring of the Technical Response of each Eligible Proposal for all OEMs proposed.

The Technical Response includes a series of questions the Proponent is required to respond to in order to demonstrate the Proponent’s ability to fulfill the RFP Deliverables. Only information contained within the Technical Response will be evaluated in Stage II.

Only Proposals that meet or exceed the minimum thresholds will receive a **pass** in this stage and proceed to Stage III of the evaluation process. While the overall threshold for the Technical Response is fifty percent (50%) of three hundred points (150), some Technical Response sections also have minimum threshold requirements of fifty percent (50%) as noted below.

Point allocations for the Technical Response sections are as follows:

Technical Response Sections	Available Points	Minimum Threshold, if any
- Proponent Overview	40	N/A
- Support to Customers	80	40
- Help Desk Support (Technical Support), Professional Services and Warranty	130	65
- Support to OEMC	50	N/A
TOTAL POINTS:	300	150

Detailed sub-point allocations and minimum thresholds are set out in the Technical Response on OTP.

In the case that contradictory information or information that contains conditional statements is provided, OEMC will determine whether the response complies with the requirements and may seek clarification from the Proponent.

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

Stage II resulting scores per Proposal will be applicable to all proposed OEMs and will be used when determining the cumulative score as described below in Section 3.5.

3.4 Stage III – Commercial Response per OEM

The Proponent **must** complete and upload Appendix C – Commercial Response Amended as of February 7, 2020 into the OTP Commercial Envelope for this stage of evaluation.

The Proponent may propose one (1) or multiple OEMs in its Appendix C – Commercial Response Amended as of February 7, 2020.

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

Point allocations for the Commercial Response sections are as follows:

Commercial Response Sections	Available Points per OEM
- Product Rates	160
- Service Rates	20
- Other OEM Rates	Not Evaluated
TOTAL POINTS:	180

Detailed sub-point allocations are set out in the Appendix C – Commercial Response Amended as of February 7, 2020 on OTP.

All Rates from Eligible Proposals will be evaluated by OEM (e.g. OEM 1 vs. OEM 1).

Minimum Percentage Discount off Manufacturer’s Suggested Retail Price (“MSRP”) and/or the Proponent’s maximum Rate will be evaluated using a relative formula. See example below:

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR ACCESS POINT PRODUCTS		
Proposed Minimum Percentage Discount Off MRSP	Calculation	Resulting Points
If Proponent 1 proposes the highest percentage discount of 50%, that Proponent will receive 100% of the points allocated.	$50\% \div 50\% \times 6.5 \text{ Points}$	6.5

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR ACCESS POINT PRODUCTS		
Proposed Minimum Percentage Discount Off MRSP	Calculation	Resulting Points
If Proponent 2 proposes the second highest percentage discount of 45%, that Proponents will receive 90% of the points allocated.	$45\% \div 50\% \times 6.5 \text{ Points}$	5.85
If Proponent 3 proposes the third highest percentage discount of 40%, that Proponent will receive 80% of the points allocated.	$40\% \div 50\% \times 6.5 \text{ Points}$	5.2

Where a percentage discount 100% is entered in any Rate cell, it is deemed to mean that the particular Product/Service **will be provided to Customers at no additional cost**. Therefore, when evaluating and scoring the Rates, a Proposal specifying percentage discount 100% in a Rate cell in the Commercial Response shall receive the maximum point allocation for that particular Product/Service. The remaining Proposals will be evaluated using a relative formula based on the remaining percentage of available points regardless of the Proposals of 100% Rate as per below example.

EXAMPLE – WHERE FIVE (5) PROPOSALS WERE RECEIVED WITH 100% DISCOUNT PROPOSED		
Number of Proposals with a proposed Rate of 100% for a particular Product.	The number of remaining Proposals	The percentage (%) of the sub-point allocation for the remaining Proposals will be:
1	4	80%
2	3	60%
3	2	40%
4	1	20%

Where N/A or not applicable is entered in a Commercial Response cell or a Commercial Response cell is left blank for the Product, it is deemed to mean that the particular Product will **not be provided** to Customers. Therefore, when evaluating and scoring the Rates, a Proposal specifying N/A or not applicable, or left blank in Appendix C – Commercial Response Amended as of February 7, 2020 will receive a zero (0) point allocation for that particular Product.

Stage III resulting scores for each OEM per Proposal will be used when determining the cumulative score as described below in Section 3.5.

3.5 Stage IV – Cumulative Score per OEM

At this stage, the scores from Stages II and III for each OEM will be combined for each Eligible Proposal.

The cumulative score for all Eligible Proposals will be evaluated by OEM (e.g. OEM 1 vs. OEM 1).

Subject to the express and implied rights of OEM; the Proponents with the highest scoring Proposals per OEM or all Proponents per OEM may become the Preferred Proponents, 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, however, OEM may adjust Technical Response scores related to the information obtained during the reference check.

3.6 Stage V – Tie Break Process

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

3.7 Stage VI – Negotiations

Concurrent negotiations, with the Preferred Proponents, will be based on the RFP requirements, and the Proposals, understanding that OECM is seeking the best overall solution and value for money for Customers.

The negotiations may include:

- (a) Products/Services;
- (b) Master Agreement management (e.g. performance, KPIs, penalties, reporting);
- (c) Master Agreement terms and conditions;
- (d) Additional references, if required;
- (e) Rates; and,
- (f) 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 (a) request the Preferred Proponent to submit its Best and Final Offer; (b) terminate negotiations with that particular Preferred Proponent; (c) extend the negotiation timeline; or, (d) publish one (1) or some of the Suppliers, who have executed Master Agreements, within our promotional marketing launch. Other Master Agreements, if successfully negotiated with other Preferred Proponents would be added to OECM's website at a later date.

Upon successful negotiations, the Preferred Proponent will be invited to execute a Master Agreement.

3.8 Stage VII – Master Agreement Finalization

The Preferred Proponent will be given five (5) Business Days to execute the Master Agreement, unless otherwise specified by OECM. Once the Master Agreement has been executed, Customers may execute a CSA.

OECM shall at all times be entitled to exercise its rights under Section 5.6.

[End of Part 3]

PART 4 – MASTER AGREEMENT STRUCTURE AND MANAGEMENT

4.1 Master Agreement Structure

OECM may, through this RFP process, enter into Master Agreements with up to four (4).

The Term is intended to be for three (3) years, with an option in favour of OECM to extend the Term on the same terms and conditions for up to two (2) additional years. Performance as set out in Appendix G – Supplier's Performance Management Scorecard and/or Supplier Recognition Program evaluation results will be considered when contemplating a Master Agreement extension.

Customers participating in the Master Agreements will execute a CSA with a Supplier as attached in Appendix B – Form of Master Agreement.

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

4.1.1 No Contract until Execution of Written Master Agreement

This RFP process is intended to identify Proponents for the purpose of negotiation of potential Master Agreements. The negotiation process is further described in Part 3 – Evaluation of Proposals, and in Section 3.7 of this RFP.

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

4.1.2 Customer's Usage of Master Agreements

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

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

Part Two, the Second Stage Selection Process ("Second Stage") is managed by the Customer or by OECM on the Customer's behalf and is focused on the Customer's specific needs. Depending on the Customer's internal policies, and potential dollar value of the Products and Services a Customer may select a Supplier, or seek Rates and other relevant Products and Services information specific to a Customer's organization (e.g. by issuing a non-binding request via a Second Stage tool (e.g. Request for Services ("RFS"), Quick Quote ("QQ"), or Customer's process (e.g. directly or via an online e.tendering platform)) from the Supplier for their specific Products and Services requirements. If selected by the Customer, the Supplier shall provide the Products and Services in accordance with the specifications stated in the Master Agreement and in the Customer's CSA.

When a Second Stage request is issued, which does not constitute a contract A, contract B situation, it will identify the required Products and Services or it may request the Supplier to propose appropriate Products and Services to fulfill the Customer's requirements and any other applicable information. The Customer 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 Master Agreement.

The Supplier must respond to a Second Stage Selection Process request and, at minimum, the response should set out the following:

- (a) Proposed Products and Services;
- (b) Timelines for Products and Services; and,
- (c) Final, net Rates. The Rates should be valid for a period of not less than ninety (90) days. Limited time offer Rates and promotional Rates must be specified by the Supplier, if applicable to the specific Second Stage request.

Customers are not obligated to sign a CSA to obtain specific Products and Services Rates. However, a CSA must be signed before the provision of any Products and Services commences.

4.1.3 No Guarantee of Volume of Work or Exclusivity of Master Agreement

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

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

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

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

4.2 Rates

Three (3) type of Rates shall be applicable to Products and Services in the Master Agreements resulting from this RFP and shall be:

- (a) Minimum percentage discount off MSRP Rates, per OEM, for Products are firm for the initial Term;
- (b) Minimum percentage discount off the Supplier's Canadian List price, for Authorized Service Dealer Rates are firm for the initial Term;
- (c) Maximum hourly Rates for Services are firm Rates for the first year of the Master Agreement;
- (d) In Canadian funds and shall include all applicable costs, including, but not limited to overhead, materials, fuel, fuel surcharge, duties, tariffs, delivery, office support, profit, permits, licences, labour, insurance, and Workplace Safety Insurance Board costs; and,
- (e) Exclusive of the HST, or other similar taxes.

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

In extenuating circumstances, OECM may consider a Rate adjustment substantially effecting the provision of Products and Services resulting from new or changed municipal, provincial, or federal regulations, by-laws and fluctuations in foreign exchange rates as published by the Bank of Canada, tariffs, or ordinances. Any such request from the Supplier must be accompanied and supported by documentation deemed appropriate by OECM. OECM may use a third-party index (e.g. Consumer Price Index ("CPI"),) in its Rates review. The Supplier must submit documentation (i.e. Rate impact analysis) demonstrating how the request affects the delivery of Products in this Master Agreement. OECM will not consider any fixed costs or overhead adjustments in its review of the Supplier's documentation.

4.2.1 Travel Expenses

The Supplier must obtain prior approval from the Customer for costs incurred as a result of accommodation or travel associated with a particular Assignment. These costs must be charged in accordance with the Customer's travel policy, as may be amended from time to time. Suppliers may obtain applicable rates from the Customer. All such pre-approved costs, where applicable, must be itemized separately on invoices.

4.2.2 Optional Rate Refresh

OECM's goal is to keep Rates as low as possible for Customers. However, the Supplier may request a Rate refresh according to the following type of Rates:

- (a) For minimum percentage discount off MSRP for Products, the Supplier shall provide a written notice with supporting documentation at least one hundred and twenty (120) days prior to the

expiry date of the initial Term. If a Rate refresh, for Products, is not requested, the Rates from the initial Term shall remain in effect until the final expiry of the Master Agreement; and,

- (b) For maximum Rates for Services, the Supplier shall provide a written notice with supporting documentation to OECM at least one-hundred-and-twenty (120) days prior to the Master Agreements' anniversary date annually if requesting a Rate refresh. If a Rate refresh, for Services, is not requested, the Rates from the initial Term shall remain in effect until the next anniversary of the Master Agreement.

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, and fluctuations in foreign exchange rates as published by the Bank of Canada, tariffs, or ordinances. Any Rate refresh request from a Supplier must be accompanied by supporting documentation (e.g. detailed calculations and individual Customer impact analysis) to support any Rate adjustment. OECM may use a third-party index (e.g. Consumer Price Index,) in its Rates review. OECM will not consider any fixed costs or overhead adjustments in its review.

Volumes and Supplier performance (i.e. Supplier's Performance Management Scorecard and/or Supplier Recognition Program evaluation results) will be considered when contemplating a Rate refresh.

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

If a Rate refresh is not requested, the existing Rates shall remain in effect until the next Rate refresh opportunity.

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

Based on above, the Master Agreement will be amended, if needed.

4.2.3 Optional Process to Add Products and Services

During the Term, if mutually agreed by OECM and the Supplier, other Products and Services (e.g. newly available Products and Service, new technology) may be added to the Master Agreement at the Master Agreement anniversary date to align with Customer needs.

The Supplier shall provide written notice to OECM of at least one hundred and twenty (120) days prior to the addition of the Product or Service, if requesting a Product or Service refresh.

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

Volumes and Supplier's performance (i.e. as described in Appendix G – Supplier's Performance Management Scorecard and/or Supplier Recognition Program evaluation results) will be considered when contemplating adding Products or Services. In the event the Supplier's performance is poor and/or unacceptable, OECM may not agree to the Supplier's Product or Service refresh request. All other Products and Services shall remain unchanged.

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

Based on above, the Master Agreement will be amended, if needed.

4.2.4 OECM Geographical Zones

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

- (a) Central Zone;

- (b) East Zone;
- (c) North East Zone;
- (d) North West Zone; and,
- (e) West Zone.

Also refer to Appendix E – OECM School Board, University and College Customers in Ontario illustrating OECM’s educational Customers by Zone.

4.2.5 OECM Cost Recovery Fee

As a not-for-profit/non-share capital corporation, OECM recovers its operating costs from its agreements through a Cost Recovery Fee (“CRF”). CRFs from the resulting Master Agreement from this RFP and other OECM agreements are structured to support OECM’s financial model, while providing savings to Customers.

The Supplier shall pay to OECM a CRF of one point nine five percent (1.95%) on all Products and Services invoiced by the Supplier to the Customers through the Term.

The CRF shall be paid to OECM, via EFT, on a quarterly basis based on the calendar year by the tenth (10th) Business Day of the applicable quarter.

CRF payment dates, for the first year of the Master Agreement, will be as follows:

CRF Payments	Payment Date
The first CRF, including any Customer purchases made between the Master Agreement execution date and June 30, 2020 shall be paid to OECM by:	July 15, 2020
The next CRF, including any Customer purchases made between July 1, 2020 to September 30, 2020, shall be paid to OECM by:	October 15, 2021
Subsequent CRF payments shall be paid to OECM on the tenth (10 th) Business Day following each calendar quarter.	January 15, 2021 and April 15, 2021

HST is applicable to the CRF payments made to OECM.

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

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

The Supplier shall be responsible for paying interest, as specified in Article 4.09 of the Master Agreement, for late CRF payments.

Upon termination or expiry of the Master Agreement, the Supplier will submit all outstanding CRF payments within thirty (30) days of the Master Agreement termination or expiry date.

4.2.6 Financial Administration Act (“the FAA”) Section 28

In accordance with the requirements of the FAA, notwithstanding anything else in the CSA, or in any other agreement between the Customer and the Supplier executed to carry out the Services provided for herein, the remedies, recourse or rights of the Supplier shall be limited to the Customer and to the right, title and interest owned by the Customer in and to all of its real or personal property, whether

now existing or hereinafter arising or acquired from time to time. The Supplier unconditionally and irrevocably waives and releases all other claims, remedies, recourse or rights against the Crown in right of Ontario in respect of the CSA, and agrees that it shall have no remedies, recourse or rights in respect of the CSA against the Crown in right of Ontario, any Ontario Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or representative of a Crown agency or a corporation in which the Crown holds a majority of the shares or appoints a majority of the directors or members, other than against the Customer and its assets.

If the Supplier and the Customer agree that a CSA is exempt from the application of subsection 28(1) of the *Financial Administration Act* pursuant to Ontario Regulation 376/18: Section 28 Exemptions – Colleges, the Customer represents and warrants that the CSA (i) complies with all applicable policies of the Customer; (ii) complies with all applicable laws and Ontario government directives applicable to it; and, (iii) relates to activities of the Customer that are permitted under its objects and that are undertaken within Canada. The Supplier represents and warrants that the CSA complies with all Applicable Laws and Ontario government directives applicable to it.

4.2.7 Saving Calculation

OECM tracks, validates, and reports on savings on all of its agreements. Collaborative procurement processes enables several types of savings including direct and indirect savings (e.g. process improvement, lead time reduction, standardization, economies of scale, cost avoidance).

The Supplier shall report Customer savings Master Agreement Rate versus Rate invoiced to Customer, cost avoidance and/or other savings).

4.3 Master Agreement Management Support to OECM

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

- (a) Assigning to OECM a Supplier Account Executive and team responsible for supporting and overseeing all aspects of the Master Agreement;
- (b) Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- (c) Promoting the Master Agreement within the Customer community;
- (d) Maintaining OECM's and Customer's confidentiality by not disclosing Confidential Information without the prior written consent of OECM and/or the Customer, as the case may be, as further described in Appendix B – Form of Master Agreement;
- (e) Attending business review meetings with OECM to review such information as:
 - i. CSAs and upcoming opportunities; and,
 - ii. Review and monitor performance management compliance;
- (f) Complying with Appendix H – Code of Conduct requirements as described on the OECM website at <https://oecm.ca/oecm-advantage/our-supplier-partners/supplier-code-of-conduct>;
- (g) Managing issue resolution in a timely manner;
- (h) Complying with agreed upon escalation processes to resolve outstanding issues;
- (i) Timely submission of reports as described in Appendix F – Reporting Requirements; and,
- (j) Complying with Master Agreement close out processes (e.g. ensuring all Master Agreement obligations have been fulfilled, such as submission of final reporting and CRF payments to OECM).

4.3.1 Master Agreement Award

Once the Master Agreement is awarded, the Supplier will meet with OEMC to discuss an effective award strategy, and shall provide:

- (a) Supplier profile and logo;
- (b) Supplier contact information;
- (c) Customer engagement strategy;
- (d) Access to knowledge sharing materials (e.g. webinars);
- (e) Marketing materials, and,
- (f) Other relevant materials.

4.3.2 Promoting OEMC Master Agreements

To support Customers, OEMC and the Supplier will work together to encourage the use of the Master Agreement resulting from this RFP.

The Supplier will actively promote the Master Agreement to Customers by:

- (a) Conducting sales and marketing activities directly to onboard Customers;
- (b) Executing CSAs with interested Customers;
- (c) Providing excellent and responsive Customer support;
- (d) Gathering and maintaining Customer and market intelligence, including contact information;
- (e) Identifying Customer savings; and,
- (f) Identifying improvement opportunities (e.g. new Products and Services).

OEMC will promote the use of the Master Agreement with Customers by:

- (a) Using online communication tools to inform and educate;
- (b) Holding information sessions and webinars, as required;
- (c) Attending, where appropriate, Customer and Supplier events;
- (d) Facilitating CSA execution, where appropriate;
- (e) Facilitating Second Stage requests, as required;
- (f) Providing effective business relationship management;
- (g) Managing and monitoring Supplier performance;
- (h) Facilitating issue resolution; and,
- (i) Marketing Supplier promotions.

4.3.3 Supplier's Performance Management Scorecard

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

4.3.4 OEMC's Supplier Recognition Program

OEMC's suppliers play a fundamental role in ensuring Customers' needs are met with consistent and exceptional service. As part of OEMC's efforts to provide greater value to Customers and support

their Supplier selection process across OEMC agreements, OEMC has implemented a Supplier Recognition Program (“SRP”). Through the SRP, OEMC will objectively assess supplier’s performance using an open, fair and transparent framework to recognize and reward top-performing Suppliers on an annual basis.

The following four (4) key areas of focus that suppliers will be measured upon include:

- (a) Supplier performance;
- (b) Master Agreement performance (see Section 4.3.3 – Supplier’s Performance Management Scorecard and Appendix G – Supplier’s Performance Management Scorecard);
- (c) Generated savings and value; and,
- (d) Technical Response scores from the Supplier’s Proposal for this RFP.

Further details will be provided to the Suppliers.

4.3.5 Reporting to OEMC

The Supplier shall be responsible for providing reports as further described in Appendix F – Reporting Requirements.

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

[End of Part 4]

PART 5 – TERMS AND CONDITIONS OF THE RFP PROCESS

5.1 General Information and Instructions

Procurement Process Non-Binding

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

- (a) 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,
- (b) Neither the Proponent nor OECM shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of a Master Agreement, failure to award a Master Agreement or failure to honour a response to this RFP.

Non-Binding Rates

While the Proposal Rates will be non-binding prior to the execution of a written Master Agreement, such information will be assessed during the evaluation and ranking of the Proposals, 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 Master Agreement award.

5.1.1 RFP Timetable

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

RFP Timetable	
Event	Time/Date
OECM's Issue Date of RFP:	December 6, 2019
Proponent's Information and OTP Demonstration Session:	2:00 pm on December 13, 2019
Proponent's Deadline to Submit Questions:	5:00 pm on January 10, 2020
OECM's 1 st Deadline for Issuing Answers:	January 21, 2020
Proponent's 1 st Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	12:00 pm on January 27, 2020
OECM's 2 nd Deadline for Issuing Answers:	January 29, 2020
Proponent's 2 nd Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	12:00 pm on February 3, 2020
OECM's Deadline for Issuing Final Documents:	February 7, 2020
Revised Closing Date:	2:00:00 pm on February 24, 2020
Anticipated Master Agreement Start Date:	May 2020

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

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

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

5.1.2 Proponent's Information and OTP Demonstration Session

The Proponent should participate in the Proponent's Information and OTP Demonstration Session, which will take place at the time set out in Section 5.1.1.

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

The Proponent's Information and OTP Demonstration Session is 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 5.3.1.

5.1.3 Proponent to Follow Instructions

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

5.1.4 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.

5.1.5 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:

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

5.2 Communication after RFP Issuance

5.2.1 Communication with OECM

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

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

- (a) Any employee or agent of OECM;
- (b) Any member or advisor of the Project Advisory Committee;
- (c) Any member of OECM's governing body (such as Board of Directors, or advisors);
- (d) Any employee, consultant or agent of OECM's Customers; and,
- (e) Any elected official of any level of government, including any advisor to any elected official.

5.2.2 Proponent to Review RFP

The Proponent shall promptly examine this RFP and all Appendices, including the Form of Master Agreement and:

- (a) Shall report any errors, omissions or ambiguities; and,
- (b) May direct questions or seek additional information **on** or **before** the Proponent's Deadline to Submit Questions to OECM.

All questions submitted by Proponents shall be deemed to be received once the **Message** has entered into OECM's OTP inbox.

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

- (a) Edit the question for clarity;
- (b) Exclude questions that are either unclear or inappropriate; and,
- (c) 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 related to addenda, and question and answer documents. Refer to Section 5.1.1 for timelines.

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

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

5.2.3 Proponent to Notify

In the event the Proponent has any reason to believe that an error, omission, uncertainty or ambiguity, as set out in Section 5.2.2 exists, the Proponent must notify OECM through OTP prior to submitting a Proposal.

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

The Proponent shall not:

- (a) After submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in Section 5.2.2 were present with respect to the RFP; and,
- (b) Claim that OECM is responsible for any of the circumstances listed in Section 5.2.2 of this RFP.

5.2.4 All New Information to Proponents by way of Addenda

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

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

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

Such addenda may contain important information including significant changes to this RFP. The Proponent is responsible for obtaining all addenda issued by OECM.

The Proponent who intends to respond to this RFP is requested not to cancel the receipt of addenda or amendments option provided by OTP, since it must obtain all information and 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.

5.3 Proposal Submission Requirements

5.3.1 General

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

The Proponent should contact OTP technical support if it experiences technical difficulties or to seek support about the use of OTP via:

- (a) Email at etenderhelp_CA@jaggaer.com;
- (b) By phone at 866-722-7390; or,
- (c) Accessing website information at [https://ontariotenders.app.jaggaer.com/esop/nac-host/public/attach/eTendering responding to tender guide.pdf](https://ontariotenders.app.jaggaer.com/esop/nac-host/public/attach/eTendering%20responding%20to%20tender%20guide.pdf).

To be considered in the RFP process, a Proposal must be submitted and received **before** the Closing Date as set out in Section 5.1.1 and on OTP.

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

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

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

5.3.2 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.

5.3.3 Proposal Submission Requirements

The Proponent is solely responsible for submitting its Proposal on OTP prior to the Closing Date.

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

Appendix/Form Title	Submission Requirements	OTP Envelope	Complete Form within OTP	Complete Appendix and Upload to OTP
Form of Offer	Single submission per Proposal	Qualification	√	
Compliance with Form of Master Agreement	Single submission per Proposal	Qualification	√	
Technical Response	Single submission per Proposal	Technical	√	
Appendix C – Commercial Response Amended as of February 7, 2020	Single submission per Proposal	Commercial		√
Appendix I –Authorized reseller letter	One (1) submission for each OEM proposed	Qualification		√

5.3.4 Other Proposal Considerations

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

- (a) Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored;
- (b) Completely address, on a point-by-point basis, each Technical Response question in Technical Response. Technical Responses left blank and/or unanswered will receive a score of zero (0). Refer to Section 3.3;
- (c) Information attached as part of the Commercial Envelope in OTP will not be considered as part of the evaluation of Stage II - Technical Response. Refer to Section 3.3; and,
- (d) 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 5.3.13 Clarification of Proposals.

5.3.5 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.

5.3.6 Withdrawal of Proposal

A Proponent may withdraw its Proposal by deleting its submission on OTP **before** the Closing Date or at any time throughout the RFP process until the execution of a Master Agreement. To withdraw a Proposal after the Closing Date, the Proponent should send a **Message** to OECM through OTP.

5.3.7 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.

5.3.8 Completeness of Proposal

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

5.3.9 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.

5.3.10 Acceptance of RFP

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

5.3.11 Amendments to RFP

Subject to Section 5.1.1 and Section 5.2.4, OECM shall have the right to amend or supplement this RFP in writing prior to the Closing Date. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all addenda.

5.3.12 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.

5.3.13 Clarification of Proposals

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

OECM will exercise this right in a similar manner for all Proponents.

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.

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

5.3.14 Verification of Information

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

- (a) 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,
- (b) 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.

5.3.15 Proposal Acceptance

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

5.3.16 RFP Incorporated into Proposal

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

5.3.17 Exclusivity of Contract

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

5.3.18 Substantial Compliance

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

5.3.19 No Publicity or Promotion

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

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

5.4 Negotiations, Timelines, Notification and Debriefing

5.4.1 Negotiations with Preferred Proponent

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

The Preferred Proponent shall execute the Master 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 Master Agreement within the allotted twenty (20) days, OECM will, as described in Section 3.7 and 3.8, be at liberty to extend the timeline, request the Preferred Proponent to submit its Best and Final Offer, terminate discussions/negotiations with the Preferred Proponent, or publish one (1) or some of the Suppliers, who have executed Master Agreements within OECM's promotional marketing launch. Other Master Agreements, if successfully negotiated with other Preferred Proponents would be added to OECM's website at a later date.

5.4.2 Failure to Execute a Master 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) Business Days to execute the Master Agreement unless otherwise specified by OECM.

If the Preferred Proponent cannot execute the Master Agreement within the allotted timeframe, OECM may rescind the invitation to execute a Master Agreement or publish one (1) or some of the Suppliers, who have executed Master Agreements within OECM's promotional marketing launch. Other Master Agreements, if successfully negotiated with other Preferred Proponents would be added to OECM's website at a later date.

In accordance with the process rules in this Part 5 – Terms and Conditions of the RFP Process, there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement.

5.4.3 Master Agreement

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

- (a) Any such Master Agreement will commence upon signature by the duly authorized representatives of OECM and the Preferred Proponent; and,
- (b) May include, but not be limited to, the general Master Agreement terms contained in Appendix B – Form of Master Agreement.

5.4.4 Notification to Other Proponents

Once the Master 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.

5.4.5 Debriefing

Any Proponent may request a debriefing after receipt of a notification of award. All requests must be in writing to OECM and should 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.

5.4.6 Bid Dispute Resolution

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

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

A protest in writing should include the following:

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

5.5 Prohibited Communications, and Confidential Information

5.5.1 Confidential Information of OECM

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

- (a) Remains the property of OECM and shall be removed from OECM's premises only with the prior written consent of OECM;
- (b) Must be treated as confidential and shall not be disclosed except with the prior written consent of OECM;

- (c) Must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement; and,
- (d) Must be returned to OECM upon request.

5.5.2 Confidential Information of the Proponent

Except as provided for 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.

5.5.3 Proponent's Submission

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

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

5.5.4 Personal Information

Personal Information shall be treated as follows:

- (a) Submission of information – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide Products or 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;
- (b) Use – Any personal information as defined in the *Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5* that is requested from a Proponent by OECM shall only be used to select the qualified individuals to undertake the Products or Services and to confirm that the work performed is consistent with these qualifications; and,
- (c) 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.

5.5.5 Non-Disclosure Agreement

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

5.5.6 Freedom of Information and Protection of Privacy Act

The *Freedom of Information and Protection of Privacy Act (Ontario)*, applies to information provided by the Proponent. A Proponent should identify any information in its Proposal, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by OECM and its Customers. 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.

5.5.7 Intellectual Property

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

5.6 Reserved Rights and Governing Law of OECM

5.6.1 General

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

- (a) Make public the names of any or all Proponents;
- (b) Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information, if accepted, into the Proposal, at OECM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- (c) Waive formalities and accept Proposals that substantially comply with the requirements of this RFP;
- (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:
 - i. Bankruptcy or insolvency;
 - ii. False declarations;
 - iii. Significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior agreement or agreements;
 - iv. Final judgments in respect of serious crimes or other serious offence; or,
 - v. 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 whose Proposal is determined by OECM to be non-compliant with the requirements of this RFP;
- (i) Disqualify a Proposal based upon the past performance or on inappropriate conduct in a prior procurement process, or 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 any Proponent, who, in relation to this RFP or the evaluation and selection process, has engaged directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the Supplier.
- (k) Disqualify the Proponent who has been charged or convicted of an offence in respect of an agreement with OECM, or who has, in the opinion of OECM, engaged in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion, unethical conduct, including lobbying as described above or other forms of deceitfulness, or other inappropriate communications offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of OECM, or where 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;

- (l) 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;
- (m) 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;
- (n) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (o) Reject a Subcontractor proposed by a Proponent within a Consortium;
- (p) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;
- (q) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
 - i. OECM determines it would be in the best interest of OECM not to award a Master Agreement,
 - ii. the Proposal prices exceed the bid prices received by OECM for Products or Services acquired of a similar nature and previously done work,
 - iii. the Proposal prices exceed the costs OECM or its Customers would incur by doing the work, or most of the work, with its own resources,
 - iv. the Proposal prices exceed the funds available for the Products and Services, or,
 - v. the funding for the acquisition of the proposed Products and Services has been revoked, modified, or has not been approved,

and where OECM cancels this RFP, OECM may do so without providing reasons, and OECM may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing;
- (r) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal;
- (s) Accept any Proposal in whole or in part;
- (t) 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 Master Agreement; or,
- (u) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM and/or its Customers or is otherwise engaged in a dispute with OECM and/or its Customers;

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.

5.6.2 Rights of OECM – Proponent

In the event that the Preferred Proponent fails or refuses to execute the Master Agreement within allotted time from being notified, OECM may, in its sole discretion:

- (a) Extend the period for concluding the Master Agreement, provided that if substantial progress towards executing the Master Agreement is not achieved within a reasonable period of time from such extension, OECM may, in its sole discretion, terminate the discussions;

- (b) 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,
- (c) Exercise any other applicable right set out in this RFP including, but not limited to, cancelling the RFP and issuing a new RFP for the same or similar Products and Services.

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

5.6.3 No Liability

The Proponent agrees that:

- (a) 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;
- (b) 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,
- (c) 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.

5.6.4 Assignment

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

5.6.5 Entire RFP

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

5.6.6 Priority of Documents

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

5.6.7 Disqualification for Misrepresentation

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

5.6.8 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 Customers.

5.6.9 Cancellation

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

5.6.10 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.

5.6.11 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:

- (a) Canadian Free Trade Agreement website at <https://www.cfta-alec.ca/>;
- (b) 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,
- (c) Comprehensive Economic and Trade Agreement at <http://www.international.gc.ca/gac-amc/campaign-campagne/ceta-aecg/index.aspx?lang=eng>.

5.6.12 Governing Law

The terms and conditions in this Part 5:

- (a) 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);
- (b) 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,
- (c) Are to be governed by and construed in accordance with the laws of the province or territory within which the Customer is located and the federal laws of Canada applicable therein.

[End of Part 5]

APPENDIX A – DEFINITIONS

Definitions

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

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

“Authorized Reseller” means a Supplier that is authorized by the OEM of the proposed Products to market, advertise, sell and distribute the Products;

“Authorized Service Provider” means a company that the OEM has deemed qualified to Service Products that are still under OEM warranty without voiding the OEM warranty;

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

“Broader Public Sector” or **“BPS”** means:

- (a) Select classified, non-classified and hydro entities (referred to as Other Included Entities in the Management Board of Cabinet Procurement Directive);
- (b) The Legislative Assembly;
- (c) Every municipality in Ontario as defined in the *Municipal Affairs Act and the Municipal Act*;
- (d) Every regional municipality in Ontario as defined in the *Regional Municipalities Act*;
- (e) The District Municipality of Muskoka as described in the *District Municipality of Muskoka Act*;
- (f) Every local board in Ontario as defined in the *Municipal Affairs Act and the Municipal Act*;
- (g) Every university in Ontario;
- (h) Every college of applied art and technology in Ontario;
- (i) Every post-secondary institution in Ontario, the enrollments of which are used to calculate annual operating grant entitlement;
- (j) Every school board in Ontario as defined in the *Education Act*;
- (k) Every hospital listed in the Schedule to the Classification of Hospitals Regulations made under the *Public Hospitals Act*; and,
- (l) Every private hospital operated under the authority of a licence issued under the *Private Hospitals Act* including:
 - i. Community Health Centres; and,
 - ii. Community Care Access Locations;

See <https://www.ontario.ca/page/broader-public-sector-accountability>;

“Business Day” or **“Day”** means Monday to Friday between the hours of 8:00 a.m. to 5:00 p.m., except when such a day is a public holiday, as defined in the *Employment Standards Act (Ontario)*, or as otherwise agreed to by the parties in writing;

“Closing Date” means the Proposal submission date and time as set out in OTP and in Section 5.1.1 and may be amended from time to time in accordance with the terms of this RFP;

“Commercial Envelope” means an area in OTP where the Proponent would upload its completed Commercial Response;

“Commercial Response” means the Rates, the Proponent uploads to OTP within Appendix C – Commercial Response Amended as of February 7, 2020 as part of the Commercial Envelope;

“Confidential Information” means confidential information of OECM and/or any Customer (other than confidential information which is disclosed to the Preferred Proponent in the normal course of the RFP) where the confidential information is relevant to the Deliverables required by the RFP, its pricing or the RFP evaluation process, and includes all information concerning the business or affairs of the party or its directors, governors, trustees, officers or employees that is of a confidential nature, which information if in written or other tangible form, is clearly designated as confidential, or if disclosed orally, is designated as confidential in a written memorandum delivered by the disclosing party promptly following such disclosure. For the purposes of greater certainty, Confidential Information shall:

- (a) Include:(i) all new information derived at any time from any such Confidential Information whether created by OECM, the Customer, the Proponent or any third-party; (ii) all information (including Personal Information) that OECM or the Customer is obliged, or has the discretion, not to disclose under provincial or federal legislation; and, (iii) pricing under this RFP;
- (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the disclosing party of any duty of confidentiality owed by it hereunder; (ii) the disclosing party can demonstrate to have been rightfully obtained it, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the disclosing party free of any obligation of confidence; (iii) the disclosing party can demonstrate to have been rightfully known to or in the possession of it at the time of disclosure, free of any obligation of confidence when disclosed; or, (iv) is independently developed by the disclosing party; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to (i) having or having access to information in the preparation of its Proposal that is confidential to OECM and not available to other respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process; or, (iii) engaging in conduct that compromises or could reasonably be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or,
- (b) in relation to the performance of its contractual obligations in an OECM contract, the Proponent’s other commitments, relationships or financial interests (i) could or could reasonably be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or, (ii) could or could reasonably be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

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

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

“Customer” is typically an organization such as educational entities (e.g. school boards or authorities, colleges, and universities), shared service organizations, not-for-profit organizations, municipalities, utilities and local boards, health and social service entities, provincially funded organizations (“PFO”), Crown corporations, and any other Broader Public Sector agencies, boards or commissions or similar entities not specifically mentioned here;

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

“Deliverable” means all Products and Services to be provided or performed by the Supplier, under the Master Agreement, and includes everything that is necessary to be supplied, provided or delivered by the Supplier within scope of the resulting Master Agreement;

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

“Manufacturer’s Suggested Retail Price” means the price at which the OEM recommends the Supplier/Authorized Reseller sells the Product and/or Service for in Canadian funds, also known as list price, recommended retail price or the suggested retail price.

“Master Agreement” or **“Agreement”** means the agreement to be made between the Preferred Proponent and OECCM based on the template attached as Appendix B – Form of Master Agreement with negotiated changes, 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 OECCM and the Supplier;

“OECCM” means the Ontario Education Collaborative Marketplace;

“OECCM’s Deadline for Issuing Final Addenda” means the date and time as set out in Section 5.1.1 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.app.jaggaer.com/esop/nac-host/public/web/login.html> through which a Proponent’s Proposal must be submitted by the Closing Date;

“PFO” means a provincially funded organization;

“Personal Information” has the same definition as in subsection 2(1) of FIPPA and in subsection 2(1) of MFIPPA, that is, recorded information about an identifiable individual or that may identify an individual and includes all such information obtained by the Proponent from OECCM or the Customer or created by the Proponent pursuant to the RFP;

“Preferred Proponent” means the Proponent that is invited into negotiations in accordance with the evaluation process set out in this RFP;

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

“Project Advisory Committee” or **“PAC”** means the individuals providing input into the development of this RFP, and may also evaluate Proposals received in response to 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 documentation and information submitted by a Proponent in response to the RFP;

“Purchasing Card” or **“P-Card”** means the corporate charge cards used by the Customer, as may be changed from time to time;

“Rates” means the maximum prices for Services and the minimum percentage discount off MSRP for Products, in Canadian funds, for the Products and Services as set out in the Proponent’s submitted Appendix C - Commercial Response Amended as of February 7, 2020;

“Request for Proposals” or **“RFP”** means this Request for Proposals #2019-340 Amended as of February 7, 2020 issued by OECCM, including all appendices and addenda thereto;

“Second Stage Selection Process” or **“Second Stage”** means a request from one (1) or more Suppliers via a Second Stage tool (e.g. Request for Services (“RFS”), Quick Quote (“QQ”), or Customer’s process (e.g. directly or via an online e.tendering platform) from a Customer or from OECCM on behalf of a Customer, seeking Rates and relevant Products or Services specific to a Customer’s organization;

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

“Subcontractor” includes the Supplier’s subcontractors or third-party providers or their respective directors, officers, agents, employees or independent contractors, who shall fall within the meaning of Supplier for the purposes of the Master Agreement as mutually agreed upon by the Customer;

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

“Technical Envelope” means an area in OTP where the Proponent would complete Technical Response;

“Technical Response” means the information, which will be evaluated and scored, the Proponent submits within OTP as part of the Technical Envelope;

“Term” has the meaning set out in Section 4.1 of this RFP; and,

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

APPENDIX B – FORM OF MASTER AGREEMENT

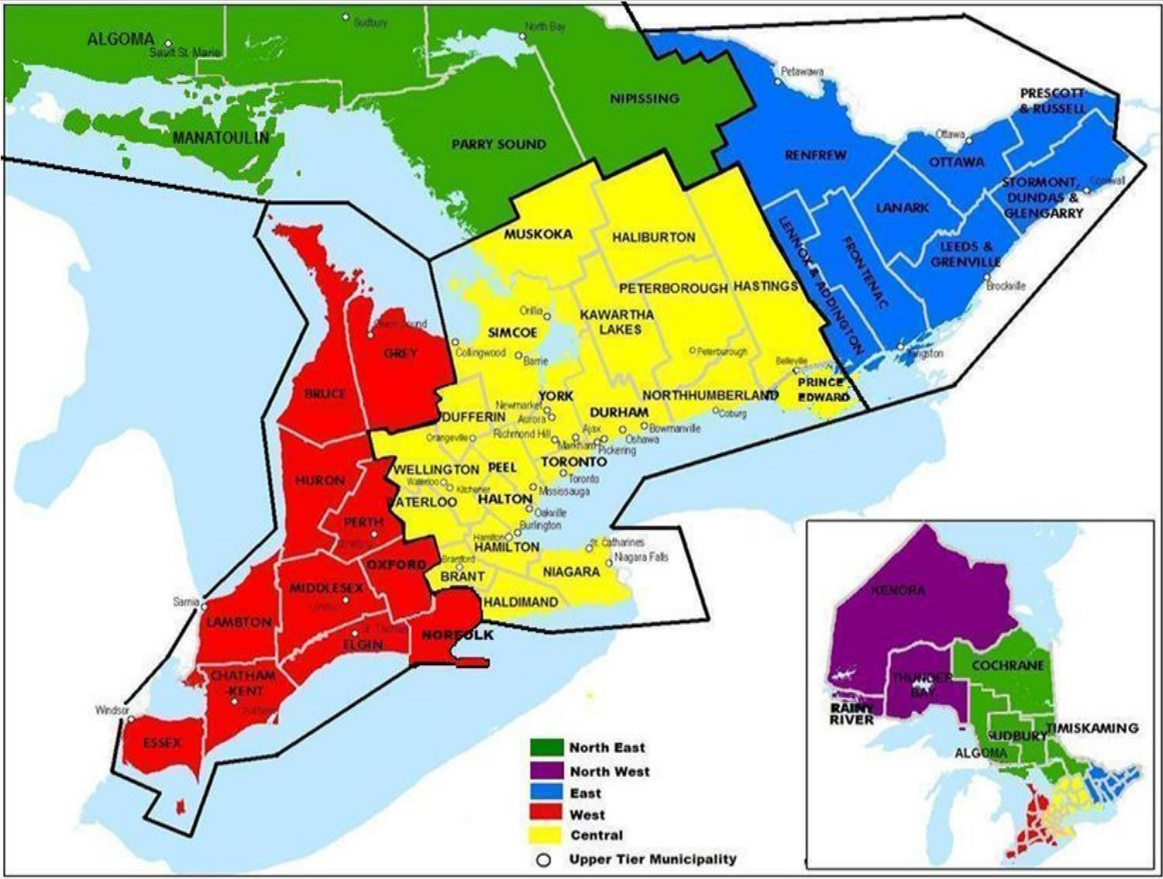
This appendix is posted as a separate PDF document.

APPENDIX C – COMMERCIAL RESPONSE – AMENDED AS OF FEBRUARY 7, 2020

The Proponent should complete this appendix, posted as a separate Microsoft Excel document, and upload it into OTP.

APPENDIX D – OEMC GEOGRAPHICAL ZONES

Customers in the Province of Ontario supported by OEMC agreements are located in one (1) or more of the following five (5) geographical Zones.



APPENDIX E – OECM SCHOOL BOARD, COLLEGE AND UNIVERSITY CUSTOMERS IN ONTARIO

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

APPENDIX F – REPORTING REQUIREMENTS

Once CSAs have been executed, the Supplier must provide the following reports to OEM for the Term. Reports shall be submitted via email in Microsoft Excel format according to the frequency set out below.

Supplier Reporting Requirements		
Reports	Frequency	Due Date
<p><u>Integrated Reporting Template</u></p> <p>1. Sales Report including, but not limited to:</p> <p>Product Report</p> <ul style="list-style-type: none"> (a) Customer's name; (b) Delivery Address; (c) Invoice number and date; (d) OEM; (e) OEM's Product number; (f) Supplier's Product number; (g) Product type (e.g. switch, router and access point); (h) Product description; (i) Quantity ordered vs quantity shipped; (j) Quantity purchased; (k) MSRP in Canadian funds at the time of invoice; (l) Rate per unit; (m) Total Rate (subtotal excluding taxes); (n) Manufacture's suggested retail price (MSRP) in Canadian funds; (o) Savings (i.e. list Rate minus discount, financial incentives); and, (p) Cost Recovery Fees. <p>Service Report</p> <ul style="list-style-type: none"> (a) Customer's name; (b) Invoice number and date; (c) Service description (e.g. onsite support and equipment monitoring); (d) Quantity purchased; (e) Unit of measure (e.g. per diem, per hour); (f) Rate per unit; (g) Total Rate (subtotal excluding taxes); (h) Savings (i.e. list Rate minus discount, net Rate, savings); and, (i) Cost Recovery Fees. <p>2. CSA Status Report including, but not limited to:</p> <ul style="list-style-type: none"> (a) The number of executed CSAs; and, (b) CSAs pending execution. <p>3. Second Stage Report including, but not limited to:</p> <ul style="list-style-type: none"> (a) Customer's name; (b) Reference number; (c) Number of requests received and submitted; (d) Product and/or Service requirement (e.g. product type and description); (e) Committed volume; (f) Resulting savings; and, (g) Status (e.g. complete, due date to return to Customer). 	Monthly	8th Business Day

<u>Performance Report</u>		
1. Key Performance Indicators (“KPIs”) Report - As set out in Appendix G – Supplier’s Performance Management Scorecard	Quarterly (calendar)	8th Business Day following each quarter
<u>Other Reports</u>		
1. Specific Customer Reports - As requested (e.g. spend, back order, delivery, block Service hours used)	As requested	As requested
2. Specific Customer Performance Reports – As requested and mutually agreed upon	As requested	As requested
3. OEMC Ad Hoc Reports - As requested and mutually agreed upon	As requested	As requested

Final reporting requirements will be determined during negotiations.

APPENDIX G – SUPPLIER’S PERFORMANCE MANAGEMENT SCORECARD

Master Agreement performance means the Supplier aligns with OECM’s three (3) pillars of Savings, Choice and Service, supporting the growth of the Master Agreement among Customers, and providing quality Products and Services at competitive Rates.

Supplier performance means the Supplier meets or exceeds the performance requirements described below and adheres to all the other contractual requirements.

As part of OECM’s efforts to provide greater value to Customers, OECM has implemented a Supplier Recognition Program (“SRP”). Through the SRP, OECM will objectively assess Supplier’s performance using an open, fair and transparent framework to recognize and reward top-performing suppliers on an annual basis.

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

- (a) On time delivery of high-quality Resources at the Master Agreement Rates or lower;
- (b) Customer satisfaction;
- (c) On-time Master Agreement activity reporting to OECM;
- (d) On-time Cost Recovery Fee remittance; and,
- (e) Continuous improvement.

Reporting, as described in Appendix F – Reporting Requirements is mandatory for the Supplier to submit as they provide evidence and justification of adherence to the Master Agreement. Through consolidation of reporting information, OECM provides Customers a thorough understanding of the Supplier’s performance aiding the adoption of the Master Agreement.

By providing the reports, OECM is able to analyze and maintain the integrity of the Supplier’s performance.

Failure, by the Supplier, to provide accurate reports by the due dates set out in Appendix F – Reporting Requirements may be deemed poor performance and will reflect on the Supplier’s Performance Management Scorecard and SRP results.

During the Term of the Master Agreement, the Supplier shall collect and report the agreed upon results of the performance measures as requested by OECM. The Performance Management Scorecard and other performance indicators will be used to measure the Supplier’s performance throughout the Term of the Master Agreement, ensuring Customers receive appropriate Products and/or Services on time. The Supplier’s performance score will be considered when OECM contemplates Master Agreement decisions such as:

- (a) The approval or rejection, in whole or in part, of the Supplier’s Rate refresh requests;
- (b) The approval or rejection of the Supplier’s request to add other related Resources to the Master Agreement;
- (c) Master Agreement extensions; and,
- (d) Master Agreement termination.

The Supplier shall maintain accurate records to facilitate the required performance management reporting requirements related to OECM and Customer KPIs.

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

Supplier Provided Customer Performance Measures		
Key Performance Indicator	Performance Measurement	Performance Goal
Accurate Invoicing	Percentage of invoices containing errors quarterly	Less than 2% of all Invoices
Delivery Lead Time	Within the agreed lead time for the Products/Services	98% of the time
DOA – Faulty Products	Per month	Less than 1%
Second Stage Response Rate	Response time to Second Stage requests	98% of the time
Help Desk Response Time	Response time of less than one (1) Business Day	98% of the time
Account Executive Response Time	Response time of less than one (1) Business Day	98% of the time

OECM Evaluation of Supplier's Performances		
Key Performance Indicator	Performance Measurement	Performance Goal
Customer Issues – Number of Customer Complaints	Total of Customer complaints annually out of total number of CSAs	Customer complaints are less than 2% of total number of CSAs
Integrated Reporting Template Remittance	On time	98% of the time
Executed CSAs received within thirty (30) days of execution	On time	98% of the time
Cost Recovery Fee Payment Remittance	Day of	98% of the time
Response Time to OECM Inquiries	24 Hours	98% of the time

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

Customer may, when executing a Customer-Supplier Agreement, seek other KPIs.

Penalties and Rewards

The Supplier shall be responsible for all liquidated damages incurred by the Customers as a result of Supplier's failure to perform according to the Master Agreement and/or CSA. Additional penalties for failure to meet or rewards for exceeding the Master Agreement and/or CSA requirements may be mutually agreed upon between the Customer and the Supplier, at the time of CSA execution. Any penalty and/or reward shall be reported to OECM.

APPENDIX H – CODE OF CONDUCT

The Supplier will take every measure to comply with OECEM's Supplier Code of Conduct ("SCC") principles set out below and to adopt behaviours and practices that are in alignment with these principles or those of OECEM's Customers as mutually agreed upon between the Customer and Supplier. OECEM's core values are in alignment with and entrenched within the key principles of the SCC. The SCC applies to the Supplier's owners, employees, agents, partners and subcontractors who provide Products and/or Services to OECEM and/or Customers.

The Supplier will manage their operations according to the most stringent standards of ethical business, integrity and equity. The Supplier must therefore:

- (a) Refrain from engaging in any form of non-competitive or corrupt practice, including collusion, unethical bidding practices, extortion, bribery and fraud;
- (b) Ensure that responsible business practices are used, including ensuring that business continuity and disaster recovery plans are developed, maintained and tested in accordance with applicable regulatory, contractual and service level requirements, and that healthy and safe workplaces that comply with relevant health and safety laws are provided;
- (c) Ensure the protection of the confidential and personal information they receive from OECEM, and only use this information as part of their business relations with OECEM;
- (d) Comply with intellectual property rights relating to the Products and/or Services provided to OECEM and its Customers;
- (e) Never place an OECEM employee in a situation that could compromise his/her ethical behaviour or integrity or create a conflict of interest;
- (f) Divulge all actual and potential conflicts of interest to OECEM; and,
- (g) Disclose to OECEM any behaviour deemed unethical on the part of an OECEM employee.

Also, the Supplier shall:

- (a) Comply with all foreign and domestic applicable federal/provincial/municipal laws and regulations including, but not limited to the environment, health and safety, labour and employment, human rights and Product safety and anti-corruption laws, trade agreements, conventions, standards, and guidelines, where the Products and/or Services are provided to OECEM Customers. Fair competition is to be practised in accordance with applicable laws. All business activities and commercial decisions that restrict competition or may be deemed to be uncompetitive are to be avoided;
- (b) Not try to gain improper advantage or engage in preferential treatment with OECEM employees and Customers. The Supplier must avoid situations that may adversely influence their business relationship with OECEM or can be directly or indirectly perceived as a conflict of interest and interfere with the provision of the Products and/or Services to OECEM or its Customers. The Supplier must disclose any actual or potential conflicts of interest promptly to OECEM;
- (c) Never offer to OECEM staff bribes, payments, gifts of entertainment or any type of transactions, inducements, services, discounts and/or benefits that may compromise or appear to compromise an OECEM's employees' ability to make business decisions in the best interest of OECEM and its Customers. If a Supplier is unsure whether a gift or entertainment offer to an OECEM employee complies with OECEM's SCC, the Supplier should consult with the intended recipient's manager;
- (d) Not engage in any improper conduct to gain influence or competitive advantage especially that which would put OECEM or its Customers at risk of violating anti-bribery and/or anti-corruption laws. The Supplier must ensure that the requirements of all these applicable laws are met, and not engage in any form of corrupt practices including extortion, fraud or bribery;
- (e) Ensure that any outsourcing and/or subcontracting used to fulfill Products and/or Services are identified and approved by the Customer and monitored to ensure compliancy with contractual obligations and adherence to OECEM's SCC. Supplier's employees, subcontractors and other service providers must adhere to the requirements of the SCC, which must be made available as necessary. The Supplier must also ensure that its subcontractors

and other service providers are paid properly and promptly to avoid any disruption in the provision of Products and Services by the Supplier to OECM or its Customers;

- (f) Maintain workplace professionalism and respect for the dignity of all employees, Customers, and individuals. The Supplier must never exercise, tolerate or condone harassment, discrimination, violence, retaliation and any other inappropriate behaviour;
- (g) Abide by applicable employment standards, labour, non-discrimination and human rights legislation. Where laws do not prohibit discrimination, or where they allow for differential treatment, the expectation of the Supplier is to be committed to non-discrimination principles and not to operate in an unfair manner. The Supplier must be able to demonstrate that their workplaces operate under the following principles:
 - i. Child labour is not accepted;
 - ii. Discrimination and harassment are prohibited, including discrimination or harassment based on any characteristic protected by law;
 - iii. Employees are free to raise concerns and speak up without fear of reprisal;
 - iv. Appropriate and reasonable background screenings, including investigations for prior criminal activity, have been completed to ensure integrity and character of the Supplier's employees; and,
 - v. Clear and uniformly applied employment standards are used that meet or exceed legal and regulatory requirements;
- (h) Provide healthy and safe workplaces for their employees. These workplaces must comply with applicable health and safety laws, statutes and regulations to ensure a safe and healthy work environment. Employers must also ensure that their employees are properly trained and that they have easy access to information and instructions pertaining to health and safety practices; and,
- (i) Give high priority to environmental issues and implement initiatives to foster sound environmental management through practices that prevent pollution and preserve resources. The Supplier must conduct business in an environmentally responsible and sustainable manner. The Supplier must comply with all applicable environmental laws, statutes and regulations, including, but not limited to, waste disposal (proper handling of toxic and hazardous waste), air emissions and pollution, to ensure that they meet all legal requirements and strive to prevent or mitigate adverse effects on the environment with a long-term objective of continual improvement.

The Supplier is expected to:

- (a) Abide by OECM's SCC;
- (b) Report violations of the SCC or identify any Customer requests that might constitute violations; and,
- (c) Cooperate and collaborate with OECM and bring about the resolution of SCC compliance issues.

Compliance with SCC principles is a criterion that is taken into consideration in OECM's supplier selection process and ongoing performance and relationship management.

The practices adopted by the Supplier must be verifiable. Such verification may be conducted by way of a Supplier's self-evaluation and/or an audit completed by OECM at its discretion. The Supplier must provide, upon request, OECM with documents attesting to their compliance with the SCC.

In addition, OECM may elect to visit the Suppliers' facilities if OECM so chooses. Appropriate notice will be provided to the Supplier. Whenever a situation of non-compliance is identified, OECM will endeavor to work with the Supplier in order to develop a corrective plan to resolve the non-compliant issues in a timely manner.

Failure to comply with OECM's SCC may result in termination of this Master Agreement.

For more information, visit OECM's website at <https://oecm.ca/oecm-advantage/our-Supplier-partners/Supplier-code-of-conduct>.

APPENDIX I – AUTHORIZED RESELLER LETTER