



Savings | Choice | Service

ONSITE PRINT AND LOGISTICS SERVICES

NON-BINDING REQUEST FOR PROPOSALS NUMBER: #2016-254

Non-Binding Request for Proposals Issued On: April 28, 2016

Proponent's Information Session: 3:00pm on May 2, 2016

Non-Mandatory Site Visits: Refer to Section 4.1.1

Proponent's Deadline for Questions: 5:00pm on May 9, 2016

Proponent's Deadline for Questions Pertaining to Issued Documents: 5:00pm on May 16, 2016

Proponent's Proposal Submission Deadline: 2:00:00pm on May 25, 2016 local time in Toronto, Ontario, Canada

Please refer to Section 4.1.1 for the complete NBRFP timetable.

OECEM NBRFP Coordinator – Tracey Keats (tracey.keats@oecm.ca)

PROPOSAL SUBMISSION ADDRESS: 2 Lansing Square, Suite 200, Toronto, Ontario, Canada, M2J 4P8

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

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This Non-Binding Request for Proposals (“NBRFP”) is an invitation to obtain Proposals from leading edge and innovative Proponents for the provision of Onsite Print and Logistics Services (“Services”) on an as-and-when-required basis to support OECM Clients.

The Proponent may submit a Proposal, by geographical Zone, for one (1), some or all of the following Service categories:

- Category A – Print Services;
- Category B – Inventory Storage/Management Logistics Services;
- Category C – Mailroom Logistics Services; and,/or,
- Category D – Shipping/Receiving Logistics Services.

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

Refer to Section 1.8 and Appendix H for geographical Zones specific to this NBRFP.

This NBRFP is issued by OECM.

1.2 Type of Agreement for Deliverables

It is OECM's goal to meet Client's business needs by offering flexibility as represented through our Marketplace of products and services. Through OECM's constant dedication to the pillars of savings, choice, and service, OECM may through this NBRFP enter into multi-Supplier Master Agreements (“Agreement”) with qualified Suppliers for each Service category.

The highest scoring Proponents per Service category, as established in Part 3 – Evaluation of Proposals, will be invited to enter into Agreement negotiations with OECM as set out in Section 3.8.

The Term of the Agreement is intended to be for six (6) years, with an option in favour of OECM to extend the Term of the Agreement on the same terms and conditions for up to two (2) additional periods of up to two (2) years each. Contract management performance (i.e. Client retention, satisfaction, key performance indicators, quality, Service provision and response time, reporting, marketing efforts and any commitments made in the Proponent's Proposal) will be considered when contemplating an Agreement extension.

Clients participating in the Agreement will execute a Client Supplier Agreement (“CSA”) with the Supplier as attached in Appendix A. College Clients would typically engage in a five (5) year arrangement for these types of Services. Prior to executing a CSA, the Client may negotiate their unique requirements (e.g. Onsite Print Services, and Mail Services) and further negotiate with the Supplier and mutually agree to additional terms and conditions (e.g. reporting, invoice formatting, payment terms, physical space requirements/cost) ensuring the additional terms and conditions are not in any way inconsistent with the Form of Agreement agreed to by OECM and the Supplier.

1.2.1 No Contract A and No Claims

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

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

1.2.2 No Contract Until Execution of Written Agreement

This NBRFP process is intended to identify prospective Proponents for the purposes of negotiating a potential Agreement. The negotiation process is further described in Part 3 – Evaluation of Proposals.

No legal relationship or obligation regarding the procurement of any Service shall be created between the Proponent and OECM by this NBRFP process until the successful negotiation and execution of a written Agreement for the acquisition of such Services has occurred.

1.2.3 Non-Binding Rates Estimates

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

1.2.4 Client's Usage of Agreements

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

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

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

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

- Services proposed;
- Expected timelines (e.g. implementation);
- Physical space considerations; and,
- Final, net Rates.

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

1.3 No Guarantee of Volume of Work or Exclusivity of Agreement

The information contained in this NBRFP 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 NBRFP is intended to relieve the Proponent from forming its own opinions and conclusions with respect to the matters addressed in this NBRFP. Volumes are an estimate only and may not be relied on by the Proponent.

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

The Agreement executed with the Supplier may not be an exclusive Agreement for the provision of the Deliverables. Clients may contract with others for the same or similar Deliverables (e.g. onsite print access for students (e.g. in the Client's library), or offsite commercial printing) to those described in this NBRFP.

1.4 OECM's College Client Advisory Group

Colleges and the environment in which they operate have changed significantly over the years. Many factors including student and organizational growth, compliance to regulations and changes in technology have all contributed to the way Colleges manage these services. Ever-changing needs and technological

advancements in print, environmental stewardship and document management have significantly changed the way the Colleges looks at printed materials and logistics operations.

Five (5) Colleges – noted below were involved with the development of the requirements set out in this NBRFP. Four (4) of them (so noted with an asterisk) have been working collaboratively and have an agreement in place, which expires at the end of June 2016, for the provision of onsite retail print shop and offsite print services for staff, students and faculty. Some of the Colleges also use mailroom services; shipping and receiving; and, offsite inventory management from the same service provider.

Project Team Members	Client's Website
George Brown College of Applied Arts and Technology *	http://www.georgebrown.ca/
Georgian College of Applied Arts and Technology *	http://www.georgiancollege.ca/
Humber College of Applied Arts and Technology *	http://www.humber.ca/
Seneca College of Applied Arts and Technology	http://www.senecacollege.ca/
Sheridan College of Applied Arts and Technology *	https://www.sheridancollege.ca/

These College Clients, as well as any other OEMC Clients, will have the option to use the resulting Agreements from this NBRFP process.

The following provides an overview of the Colleges participating in this sourcing project:

1.4.1 George Brown College Overview

Toronto is home to many major industries in Canada and one of the most important economic hubs in North America. As such, the city becomes a living lab for our students. George Brown College has three main campuses and several other locations that place students in the heart of downtown Toronto -- St. James Campus, Casa Loma Campus and Waterfront Campus.

The College's downtown Toronto location gives their students an edge in the job market. George Brown College partners with companies and organizations that play a role in the academic life of their students by advising course curriculum, providing field education and employment. By helping the College develop its curriculum, these companies nurture their students to meet industry needs and gain skills that are highly sought after in the current job market.

George Brown College's current student enrolment consists of 28,045 Full Time, 3,142 Part Time, and 64,525 Continuing Education.

Strategy 2020: Developed as a result of considerable research into the Greater Toronto Area's economy, Strategy 2020 outlines George Brown's key priorities until the year 2020. The areas of focus listed below guide the work of all George Brown College employees, helping them create more dynamic, accessible and relevant courses and services for students and employers.

- Preparing Diverse Learners for Success
- Building a Sustainable Financial & Business Model
- Investing in High-Performing Partnerships
- Leveraging State-of-the-Art Technology
- Enabling the Innovation Economy
- Building a High-Performing Organization

Visit George Brown's website for more details at <http://www.georgebrown.ca/>.

1.4.2 Georgian College Overview

Georgian College prepares students to become not only job seekers, but also job creators. Georgian works together with industry and community partners to offer relevant, cutting-edge curriculum as well as quality work placements and co-op experiences.

With more than 125 career-focused programs across seven locations in Central Ontario (Barrie, Midland, Muskoka, Orangeville, Orillia, Owen Sound and South Georgian Bay), Georgian College serves 11,000 full-time students and 28,000 Part-time Studies registrants annually.

An on-site print shop is located at Georgian College's Barrie campus. The print shop supports all campuses remotely. In addition to the print shop services, the incumbent also manages a small staff who are responsible for mailroom, receiving and shipping operations.

Visit <http://www.georgiancollege.ca/> for more information.

1.4.3 Humber College Overview

Established in 1967, The Humber Institute of Technology & Advanced Learning (Humber) is one of Canada's leading postsecondary institutions. Committed to student success through excellence in teaching and learning, Humber campuses serve more than 29,200 full-time students and 23,000 continuing education registrants. With an internationally recognized reputation for quality learning, Humber offers a wide-range of career-focused opportunities for students to personalize their educational path. Their 160 full-time programs include graduate certificates, four-year bachelor's degrees, two and three-year diplomas, one and two-year certificates and apprenticeship training. There are more than 3,000 students enrolled in Humber degree programs; over 30 percent of all students studying in degree-level programs in Ontario colleges are studying at Humber.

As a founding member of Polytechnics Canada, Humber offers students the opportunity to participate in applied research projects that find solutions for issues confronting small and medium-sized businesses. Humber is one of twelve Vanguard Learning Colleges as identified by the League for Innovation, and the League's only Canadian board member. Named one of Greater Toronto's Top 100 Employers, Top Employer for Young People and New Canadians, Humber has also been recognized as having one of Canada's Top Ten Most Admired Corporate Cultures of 2015 and 2012 in the broader public sector category. More than four out of five Humber graduates are employed within six months of completing their studies.

Visit <http://www.humber.ca/> to learn more.

1.4.4 Seneca College Overview

Seneca College has graduated thousands of students since its inception in 1967, have proudly seen them go on to be successful executives, senators, pilots, fashion designers, police officers, broadcasters and entrepreneurs. Seneca offers more than an education. With 10 campuses, Seneca's size and diversity give students the advantage of partnerships with industry leaders, the latest in hands-on computer technology, a variety of class sizes, and full-time, part-time and continuing education options. Education should be flexible and accessible, so Seneca also employs various methods of teaching – from in-class lectures and online learning to co-op and field placements – in programs related to applied arts, business, financial services and technology.

Seneca is a comprehensive *College* with degree, diploma and graduate certificate programs. Full and part-time programs are offered on campuses in Toronto and York Region, with approximately 26,500 full-time and 70,000 part-time students enrolled.

Seneca's size and diversity give students the advantage of partnerships with industry leaders, the latest in hands-on computer technology, a variety of class sizes, and full-time, part-time and continuing education options. Education should be flexible and accessible, so Seneca also employs various methods of teaching – from in-class lectures and online learning to co-op and field placements – in programs related to applied arts, business, financial services and technology.

Seneca's three strategic objectives are:

1. Great Teaching and Learning.
2. Great Student Experiences.
3. Great Foundations.

Visit <http://www.senecacollege.ca/> for more information about Seneca College.

1.4.5 Sheridan College Overview

Sheridan College is one of Ontario's leading postsecondary institutions, serving 20,000 full time students at four campuses in the West GTA. They offer over 120 diploma, certificate, and bachelor degree programs in the fields of arts, business, community service, health, technology and the skilled trades. Sheridan's faculty, staff, programs, students and alumni have garnered many national and provincial awards of excellence, including Premier's Awards, CIC Awards of Excellence, Co-op Student of the Year awards, and Canada Skills Competition medals, to name a few. Their alumni also include a long list of nominees and winners of Academy Awards, Emmy Awards, Canadian Screen Awards and Annie Awards.

Sheridan is distinguished by its Creative Campus philosophy, which is based on the premise that creativity resides in people, programs and places. Put into practice, this means providing our students across all disciplines with the opportunity to foster their creativity and creative problem solving skills to better prepare them for a shifting economic landscape and variable workplace demands.

Sheridan's vision is to become Ontario's first undergraduate teaching university – one that is dedicated to applied and professional education. Their proposed model will enhance access to higher education by enabling diploma students to transition to degree programs, and provide all students with learning pathways that prepare them for personal and career success. Engaging students in applied research projects is another core principle, one that enriches their education and offers real-world experience through working with industry partners. On the 2016 Forbes ranking of Canada 250 Best Employers Sheridan is ranked 13th.

Visit <https://www.sheridancollege.ca/> for more information about Sheridan College.

1.5 Overview of OEM

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

Working in collaboration with Clients, OEM:

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

1.6 Ontario Broader Public Sector Procurement Directive

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

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

The purpose of the directive is:

- To ensure that goods and services, including construction, consulting services, and information technology are acquired by BPS entities through a process that is open, fair, and transparent;
- To outline responsibilities of BPS entities throughout each stage of the procurement process; and,
- To ensure that procurement processes are managed consistently throughout the BPS. The directive applies to all School Boards, Colleges and Universities in Ontario.

The goal of the BPS supply chain code of ethics is to ensure an ethical, professional and accountable BPS supply chain in Ontario through:

- i. Personal Integrity and Professionalism.
- ii. Accountability and Transparency.
- iii. Compliance and Continuous Improvement.

Visit the following website for the complete BPS Procurement Directive document - http://www.fin.gov.on.ca/en/bpssupplychain/documents/bps_procurement_directive.html.

1.7 Client Participation in OECM Marketplace Agreements

OECM currently has three-hundred and seventy-five (375) Clients using one (1) or more OECM agreements:

- One-hundred and fourteen (114) School Boards, Colleges and Universities; and,
- Two-hundred and sixty-one (261) other public organizations.

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

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

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

1.8 Geographical Zones

For this NBRFP, OECM Clients are located in five (5) geographical Zones as set out in Appendix H. Also, refer to Appendix I which illustrates OECM's educational Clients per Zone.

1.9 Client-Supplier Agreements

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

The Supplier will actively promote the Agreement to Clients by:

- Conducting sales and marketing activities directly to onboard Clients;
- Marketing Client benefits;
- Participating in Client trade shows;
- Responding to Request for Services;
- Executing CSAs with interested Clients;
- Providing excellent and responsive customer service;
- Gathering and maintaining Client and market intelligence, including contact information;
- Providing a well-defined implementation plan with applicable Client involvement; and,
- Identifying improvement opportunities (e.g. new technology).

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

- Using online communication tools to inform and educate;

- Use campaigns to highlight Service offering;
- Holding information sessions and/or webinars, as required;
- Attending, where appropriate, Client events;
- Attending, along with the Supplier, trade shows;
- Facilitating Request for Services requests, as required;
- Facilitating CSA execution, where appropriate;
- Recognizing and presenting the procurement savings (i.e. one (1) NBRFP, not many);
- Providing effective business relationship management;
- Managing and monitoring Supplier performance;
- Facilitating issue resolution; and,
- Marketing improvement opportunities.

1.10 Objective of the NBRFP

The objective of this NBRFP is to negotiate Services for OEMC Clients, collaboratively, to satisfy their needs as described in Part 2 – The Deliverables, and select a Supplier to:

- Provide high-quality Services;
- Provide full reporting and performance management;
- Identify areas and strategies to improve staff, students and faculty Service experiences;
- Provide a sustainable and predictable pricing model;
- Identify risk and risk mitigation strategies;
- Recognize and support opportunities for improvement by using new technologies;
- Identify process improvements and cost reductions;
- Incorporate sustainability and recycling considerations; and,
- Generate revenue, if identified as a requirement for some Clients.

1.11 Proponent Consortium Information

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

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

1.12 Rules of Interpretation

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

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

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

1.13 Definitions

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

“**Applicable Law**” means any common law requirement (including Bill 7 of the *Ontario Labour Relations Act*) and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time;

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

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

“**Business Day**” or “**Day**” means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m., except when such a day is a public holiday, as defined in the *Employment Standards Act* (Ontario), or as otherwise agreed to by the parties in writing;

“**Buyer Organization**” or “**OECM**” means the Ontario Education Collaborative Marketplace;

“**Client**” means an organization defined as broader public sector organization under the *Broader Public Sector Accountability Act, 2010* (including a school board or authority, college and university) and any other organization receiving public funding whether or not so defined as a broader public sector organization (including municipalities and not-for-profit entities);

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

“**Confidential Information**” means confidential information of OECM and/or any Client (other than confidential information which is disclosed to the Preferred Proponent in the normal course of the NBRFP) where the confidential information is relevant to the Deliverables required by the NBRFP, its pricing or the NBRFP evaluation process;

“**Conflict of Interest**” means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement;

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

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

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

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

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

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

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

“Non-Binding Request for Proposals” or **“NBRFP”** means (a) this Non-Binding Request for Proposals #2016-254 issued by OECM, including all appendices and addenda thereto; and,(b) OECM and the Selected Proponent will negotiate whereby parties exchange offers and counteroffers until a point where they reach either (i) an agreement in respect of the object of the negotiations; (ii) the Selected Proponent submits its BAFO; or (iii) the parties conclude that they will not reach an agreement;

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

“Preferred Proponent” means the Proponent that successfully reached an agreement with OECM at the end of the negotiation process in accordance with the evaluation and negotiation process set out in this NBRFP;

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

“Proponent’s Proposal Submission Deadline” means the Proposal submission date and time as set out in Section 4.1.1 and may be amended from time to time in accordance with the terms of this NBRFP;

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

“Province” means the Province of Ontario;

“Rates” means the prices for the Deliverables as set out in the Proponent’s submitted in its Rate Bid Form;

“Request for Service” means a request for pricing for specific Services issued by a Client or OECM on behalf of a Client to the Supplier;

“Selected Proponent” means the Proponent that OECM has identified as the highest scoring Proponent in accordance with the evaluation process set out in this NBRFP;

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

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

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

“Rated requirement response” means the technical information the Proponent submits within the Ontario Tenders Portal as part of the technical envelope;

“Term” has the meaning set out in Section 1.2 of this NBRFP;

“Unfair Advantage” means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to,

information in the preparation of its Proposal that is confidential to OECM and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the NBRFP process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the NBRFP process and result in any unfairness; and,

“Zones” means the five (5) OECM geographical boundaries within the Province of Ontario as identified in Appendix H and I.

[End of Part 1]

PART 2 - THE DELIVERABLES

2.1 Description of Deliverables

The Supplier shall provide quality, cost effective Services to OECM Clients as required.

The Proponent may submit a Proposal, by Zone, for one (1), some or all of the following Service categories:

- Category A – Print Services;
- Category B – Inventory Storage/Management Logistics Services;
- Category C – Mailroom Logistics Services; and,/or,
- Category D – Shipping/Receiving Logistics Services.

Refer to Section 1.8 and Appendix H for applicable geographical Zones specific to this NBRFP.

2.2 Supplier Expertise and Capabilities

The Supplier will deliver the Services to meet the requirements set out in this NBRFP during the Term of the Agreement and shall possess, at a minimum, the experiences and capabilities set out below:

- Demonstrated experience providing the proposed Services to organizations of similar size and scope;
- Extensive knowledge related to the Services being proposed;
- Demonstrated experience working collaboratively with its customers;
- Leadership in the use and integration of new emerging trends and technologies;
- Demonstrated ability to offer online functionality through various technology devices (e.g. desktop/mobile computer devices, smart phones) for Client's staff, students and faculty to access Services;
- Proven ability to provide experienced, knowledgeable administrative support and onsite personnel;
- Demonstrated experience providing professional and timely customer support in safe manner/environment;
- Compliant with all Payment Card Industry (PCI) Security Standards as established by the PCI Standards Council - <https://www.pcisecuritystandards.org/>, as required;
- Demonstrated ability to provide advice and or training to Client's staff, students or faculty as required;
- Committed to continuous improvement; and,
- Demonstrated compliance with *Occupational Health and Safety Act* and Regulations, including a demonstrated health and safety program and safe practices.

2.3 Physical Space

The Supplier will have use of designated space within the Client's organization. Please refer to Appendix G for site specific information for each participating College Client.

The Supplier may be responsible for:

- Seeking approval for alterations, or renovations to the space;
- Signage, as mutually agreed upon with Client;
- Keeping the area safe, clean and clutter free;
- Paying for its own utility expenses; and,
- Paying the Client for removal of any and all waste, or removing it themselves.

The Supplier and Client, when executing a CSA, will agree on physical space requirements for the Client's specific organization.

2.4 Hours of Operation

The Supplier shall provide the onsite Services during Business Days ensuring coverage during peak Client periods (e.g. September and January). Some Clients may require different hours of operations to align with their business needs. Different days/hours of operations may be agreed to when executing a CSA, and may change throughout the year based on academic calendar and/or business operations.

2.5 Supplier's Personnel

The Supplier shall be responsible for providing administrative support and dedicated onsite personnel sufficiently skilled to perform the required Services, including peak periods, which could depend on the Clients' academic calendar and/or business operations.

The Supplier should have, and provide to Client upon request, well-documented policies, procedures and certifications (e.g. pallet jack training for shipping/receiving logistic Services) demonstrating its ability to hire, train, keep safe, and retain competent personnel.

The Supplier will ensure that its personnel maintain a high standard of behaviour, manner, appearance, and conduct while providing Service at Client's sites.

The Supplier shall ensure its personnel are easily identifiable as Supplier personnel (e.g. by wearing uniforms and carrying appropriate identification) also trained and knowledgeable about the Clients environment, policies, processes and procedures (i.e. specifically AODA and diversity training may be required at some Client organizations).

The Client shall approve the Supplier's personnel and have the opportunity to interview proposed personnel, and if necessary request different personnel.

Given the Supplier's personnel will have access to confidential/sensitive information, they will be required to sign a Client's non-disclosure document prior to providing the Services.

2.6 Implementation

The Supplier will provide Clients implementation at no additional cost, ensuring seamless transition and minimal Service disruption. The Supplier shall ensure the Services are planned, scheduled and implemented as mutually agreed upon with the Client at the requested locations. The plan should include activities, timelines, personnel and roles and responsibilities for the Supplier and the Client.

2.7 Specific Deliverables by Service Type

Refer to the sections noted below for detailed Deliverables as it relates to each Service type:

- Section 2.8 for Category A - **Print** Services;
- Section 2.9 for Category B - **Inventory Storage/Management** Logistics Services;
- Section 2.10 for the Category B - **Mailroom** Logistics Services; and,/or,
- Section 2.11 for Category D - **Shipping/Receiving** Logistics Services.

All other sections of this NBRFP are applicable to all Service categories.

Refer to Appendix G where specific information is set out for each participating College Clients.

2.8 CATEGORY A – PRINT SERVICES

Clients require access to quality print material at the right price, available at the right place at the right time.

The Supplier shall provide efficient onsite and offsite print Services including, but not limited to:

- Professional, knowledgeable onsite personnel with excellent communication skills;
- A dedicated account manager experienced in high end print industry;
- Copyright management and licensing;
- Creation of a document library, if required by Client;
- Document protection, security and confidentiality;
- Efficient administration and workflow (prioritize, proof, approvals, version control) processes;
- Incorporating sustainability and recycling considerations within the print environment;
- Providing flexible and innovative solutions for student payment;
- Providing an online ordering, tracking and reporting solution;

- Excellent customer support to Client's staff, students and faculty (including complaint management, regular surveys;
- Print advice and recommendations; and,
- Print procurement services, as requested.

The Supplier should also provide the following related Services that may be required by Clients:

- Graphic design Services;
- Direct and digital marketing campaign support;
- 3D printing; and,
- Electronic publishing (e.g. web design).

2.8.1 Equipment, Furnishings and Supplies

The Supplier is responsible for adequately supplying all equipment, equipment maintenance, equipment ventilation, furnishings, computers, software licenses and upgrades, telephone equipment/lines, and supplies (such as various types/sizes of paper , ink/toner, consumables, maintenance kits, supply/replacement kits) required to fulfill the Deliverables. Paper shall be sustainable paper choices including Forest Stewardship Council® ("FSC") certified and Sustainable Forestry Initiative ("SFI"), fifty percent (50%) and one-hundred percent (100%) recycled paper.

Some Clients may have equipment available for the Supplier's use (e.g. laminating/binding equipment, hole punch). In such cases, applicable Service Rates will be mutually agreed upon by the Client and Supplier when executing a CSA.

The Supplier will ensure the Client is aware and agrees to the type of equipment it plans to bring onsite.

2.8.2 Types of Printed Material

The Supplier shall meet the Client's (e.g. staff, students or faculty) needs as it relates to various types/sizes of printed material including, but not limited to:

- Banners;
- Booklets;
- Brochures;
- Business cards;
- Convocation programs;
- Educational material (e.g. for students and faculty);
- Envelopes;
- Flyers;
- Forms;
- Labels;
- Large format printing (e.g. architectural drawings);
- Letterhead;
- Posters;
- Presentation folders;
- Promotional/marketing/recruitment material;
- Student course packs (build custom as per academic/bookstore standards including ISBN or SKU numbers and barcodes); and,
- Wide format laminating.

Note – Clients are not responsible for paying the Supplier for overruns of printed material.

2.8.3 Print Features and Finishes

The Supplier shall accommodate a variety of print features.

The base printed copy includes:

- Black/white or colour;
- Single page impression or duplexed page;
- Letter, legal or ledge sized 20 lb. paper (as noted in Section 2.8.1);

- Collating;
- Stapling;
- Hole punching;
- Bundling; and,
- Shrink wrapping.

Other print features the Supplier shall support include, but are not limited to:

- Binding (including coil, cerlox, perfect binding and tape binding);
- Booklet making;
- Cutting;
- Drilling;
- Finishing;
- Folding;
- Laminating;
- Numbering;
- Offset printing (edge-to-edge, full colour coverage);
- Padding;
- Perforating;
- Photocopy from hard copy;
- Print from electronic formats (e.g. disk, USB, PDF, email);
- Saddle stitching;
- Scanning in black/white and colour (e.g. to email);
- Scoring;
- Shrink wrapping;
- Single and double sided photocopying;
- Sorting;
- Spiral binding;
- Tabbings; and,
- Trimming.

2.8.4 Copyright Management

The Supplier shall be capable of reprinting copyright protected materials ensuring appropriate copyright management processes (e.g. direct to copyright owner, through another process (e.g. Access Copyright)) are adhered to. Copyright management processes include, but are not limited to:

- Adherence to copyright laws;
- Managing copyright clearance;
- Logging of approvals;
- Payment to copyright holders;
- Reporting; and,
- Policing of illegal printing requests from Client's staff, students or faculty).

2.8.5 Printed Material Approval Process

The Supplier shall receive the Client's approval, by providing a digital and or paper proof, prior to printing the material, if required.

2.8.6 Print Quality

The Supplier shall produce commercially accepted print quality (e.g. properly aligned, no fading/smearing, full bleeds properly trimmed/bound, correct contrast and colour, packaged properly). Inferior quality print materials shall be corrected immediately at no additional cost to the Client.

The Supplier shall adhere to the Client's branding image and formats.

2.8.7 File Format Requirements

The Supplier shall have the ability to produce print material from a variety of file formats, such as Microsoft Office (Word, Excel, and PowerPoint), and Adobe.

2.8.8 Ordering Print Jobs

The Supplier shall provide Client's staff, students and faculty the following no cost ordering methods:

- At the onsite retail print shop location (i.e. walk-up ordering); and,
- Online ordering.

The Supplier shall have the ability to receive, and if appropriate enhance Client print jobs electronically in formats such as Microsoft Office and Adobe applications and make minor changes (e.g. to enhance print quality) and seek Client's approval.

2.8.9 Online Ordering and Tracking

The Supplier shall provide a secure user-friendly online print ordering solution (digital store front), available on desktop and mobile platforms (e.g. computer devices, smart phones), with the capability for the Client's staff, students and faculty to:

- Seek online price quotes based on print job (as options are selected/deselected);
- Choose a lead time (e.g. within or more than two (2) Business Days);
- Easily order and track their print jobs;
- Upload and view PDF files and send with print order;
- Save print jobs (e.g. to reorder for future use);
- Pay when ordering (i.e. for students); and,
- Manage approval processes within the Client's organization (e.g. integrate with the Client's active directory).

Alternatively, the Supplier may propose a digital store front that is integrated with the Client's financial system. The integration would include the online ordering capabilities with managed approvals within the system – racking and payment integration.

2.8.10 Print Material Turnaround Times

The Supplier shall provide completed print material, as required by the Client, as follows:

- Within two (2) Business Days; or,
- Within three (3) or more Business Days.

2.8.11 Pick-up or Delivery of Printed Material

The Supplier shall ensure the printed material is kept secure and ready when and where needed by the Client.

Therefore, the Supplier shall:

- Deliver, if requested, to the Client's program/department location;
- Deliver to secure lockers, which may be located across the Client's campus', for staff, student or faculty pick up; and,/or,
- Have the print material available at the onsite retail location for pick up.

Completed print material shall be packaged appropriately to ensure safe delivery. All deliveries must include a packing slip specifying the Client's required information (e.g. name of the staff/faculty that placed the order, purchase order number, quantities, as required).

Deliveries should be made by the Supplier's own personnel/transportation fleet or a reputable transportation company that allows for tracking and proof of deliveries/pick-up.

The Supplier shall provide proof of delivery with invoice and upon request.

2.8.12 Damaged or Poor Quality Print

The Supplier shall ensure printed material meets the Client's specified quality levels and specifications before shipping. Print material may not be accepted upon delivery if the printed material is damaged (i.e. prior to or during delivery) or of poor quality as noted in Section 2.8.6 and or is not packaged properly.

The Supplier will be responsible for replacing the printed material at no additional cost to the Client.

2.8.13 Payment of Print Material

The Supplier shall allow for direct payment (e.g. by Client's students, guests, consultants, or staff/faculty for personal use) of print jobs when ordering online or at the onsite retail print location. They shall be able to pay by cash, debit card, credit card, or for students via the Client's student payment card (e.g. Heartland, OneCard).

Client-specific staff and faculty print Services shall be invoiced to the Client as further described in Section 2.12.

2.8.14 Reporting

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

- Client's organization name;
- Client's campus location;
- Invoice number;
- Invoice date;
- Client's purchase order number, if applicable;
- Number and Rates of monthly impressions:
 - Onsite versus offsite and turnaround time for:
 - base copy, black/white and colour for letter, legal and ledger impressions, and
 - duplexed base copy, black/white and colour for letter, legal and ledger;
- Rates for other Services (i.e. business cards, laminating, large format);
- Hours and Rates for graphic design Services;
- On time and late deliveries;
- Hours open;
- Supplier's personnel per Client campus per Service category, as applicable;
- Issues encountered;
- Proposed improvements to Service provision;
- Cost reduction ideas;
- Commodity/paper pricing;
- Paper pricing – review and forecast;
- Summary of revenue, by Service category and Client campus;
- Equipment up time report;
- Equipment updates;
- Total cost (subtotal excluding taxes);
- Cost Recovery Fee, if applicable (i.e. subtotal and HST);
- Financial incentives provided to Clients (if applicable); and,
- Environmental performance activities.

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

2.9 CATEGORY B – INVENTORY STORAGE/MANAGEMENT LOGISTICS SERVICES

The Supplier shall coordinate offsite inventory storage/management logistic Services (either at the Supplier's location or at a mutually agreed to third-party location) for Client-owned items - including, but not limited to:

- Assisting the Client with the sourcing and selection of a third-party warehouse location;
- Recommending solutions to optimize on-site storage space. If directed, assist with the implementation of solutions (i.e. source/purchase specialized racking, material handling equipment);

- Obtaining, analysing and actioning inventory reports from off-site storage locations (i.e. recommend obsolescence, move inventory from off-site to on-site);
- Coordinate inbound shipments with the Client to ensure appropriate routing of shipments to designated locations;
- Enforce any storage, logistics and/or safety or security storage procedures of the Client;
- Coordinate the recycling/disposal of obsolete or end of life products (i.e. paper recycling, GEEP);
- Arrange (e.g. package, skid, wrap) for the shipment of goods or records to be stored at an off-site warehouse;
- Manage (include scheduling, requisitioning and monitoring) preventative maintenance schedules of Client owned equipment;
- Manage and stock inventory of material handling supplies (e.g. tape, labels, and boxes). Supplier personnel should emphasize the reuse of shipping supplies (boxes and fill) wherever possible.
- Providing a secure, clean temperature-controlled facility protected from pests, fire and other hazards;
- Pick-up and delivery (e.g. in and out bound) loading of items to various Client specified locations;
- Meeting Client's delivery requirements (e.g. same or next Business Day);
- Individual and bulk pallet storage (appropriate for items) and delivery to Client's required location;
- Manage on-site and off-site item inventory levels and provide monthly reports on current inventory in storage; and,
- Conduct regularly scheduled inventory counts with Client staff for accounting purposes;

2.9.1 Types of Items

The Supplier shall store/manage Client's inventory, such as:

- Envelopes;
- Invitations;
- Letterhead;
- Magazines; and,
- Marketing items (e.g. mugs, pens, totes).

2.9.2 Reporting

The Supplier shall provide monthly inventory storage/management logistic Services reporting to Clients and OECM including but not limited to:

- Items stored by Client's program/department;
- Items and quantities sent to the Supplier from Clients;
- Items and quantities delivered to the Client specified locations (e.g. which may be a third party location);
- Current quantity on hand; and,
- Total number of items.

2.10 CATEGORY C – MAILROOM LOGISTICS SERVICES

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

- Pick up Client's mail from Canada Post daily;
- Date stamp all incoming mail;
- Process incoming and internal mail and distribute (e.g. for pick-up, or delivery to programs/departments or secure lockers) to Client programs/departments, which may be in different physical locations (e.g. College campus'). Refer to Appendix G for requirements specific to each participating College Client;
- Meter and deliver outgoing Canada Post mail daily;

- Act as a central mailroom for Client campus' if requested;
- Follow and post a mutually agreed upon mail delivery/pick up schedule, if requested by Client;
- Provide Client assistance to determine most appropriate method of mailing/shipment;
- Ensure postage machine is maintained and postage uploaded when needed;
- Maintain log of incoming mail; and,
- Coordinate and process all mass mailing activities.

Other related mailroom logistic Services (e.g. electronically scanning and distribution of incoming mail) may be proposed.

2.10.1 Courier Packages

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

- Prepare shipping documents for outgoing courier items (Canadian, USA and International) using online courier system to prepare waybills, when applicable;
- Prepare export documentation for customs clearance, as required;
- Use an electronic tracking system to report (in and out bound) courier package information;
- Use the Client's preferred courier service agreements;
- Administer the day-to-day operations and reconciliation of courier shipments;
- Arrange internal program/department pick-up for outgoing packages, if requested by Client;
- Maintain an appropriate supply of courier shipping materials (e.g. labels, envelopes);
- Dispatch transportation carriers for same day/local shipments;
- Receive incoming courier packages and verify packing slip information;
- Record any visible damage on waybill and report immediately to carrier;
- Report internal package damage and packing slip discrepancies to courier company within one (1) Business Day;
- Deliver incoming courier packages to the Client's user within the same Business Day; and,
- Provide cost comparisons, between various courier/cartage companies, upon request.

2.10.2 Pick-up or Delivery of Mail

The Supplier shall ensure the Client's mail is kept secure and ready when and where needed by the Client.

Therefore, the Supplier shall:

- Deliver, as requested or as scheduled, to Client's program/department location;
- Deliver to secure lockers, which may be located across the Client's campus', for staff or faculty pick up; and,/or,
- Have the mail available at an onsite mailroom location for pick up.

Deliveries should be made by the Supplier's own personnel/transportation fleet or a reputable transportation company that allows for tracking and proof of deliveries/pick-up.

2.10.3 Equipment, Furnishings and Supplies

The Supplier is responsible for adequately supplying all equipment, equipment maintenance, equipment ventilation, furnishings, computers, software licenses and upgrades, telephone equipment/lines, and supplies (such as consumables) required to fulfill the Deliverables.

Some Clients may have equipment available for the Supplier's use (e.g. postage meter equipment). In such cases, applicable Service Rates will be mutually agreed upon by the Client and Supplier when executing a CSA.

2.10.4 Reporting

The Supplier shall provide monthly reporting to Clients and OECM including, but not limited to the following:

- Postage usage by program/department;
- Postage meter reconciliation;
- Shipping activity (in and out bound);
- Courier activity (in and out bound) reporting; and,
- Number of courier shipments (incoming and outgoing) by program/department reconciled to the courier companies invoice.

2.11 CATEGORY D – SHIPPING/RECEIVING LOGISTICS SERVICES

2.11.1 Shipping Services

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

- Provide shipping advice to Clients, as required;
- Ensure outgoing packages are appropriately packed for safe shipping;
- Assess most economic means of shipping ensuring Client's delivery time lines are met;
- Enter all shipments into /Client's shipping systems to endure billing process requirements are met;
- Environmentally friendly and recycled products should be considered in all cases;
- Log outgoing shipments for monthly reconciliation; and,
- Manage inter campus shipping, as required.

2.11.2 Receiving Services

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

- Receive, verify and log incoming shipments (e.g. check content against packing slip);
- Immediately report damaged shipments (on waybill) to the courier company. Follow-up with courier to start a claims process, if required.
- Record and report discrepancies or any visible damage to Client and report actions taken;
- Record date and receiver's name on packing slip;
- Record the receipt in Client's Enterprise Resource Planning ("ERP") system, if requested;
- Deliver incoming shipments to appropriate program/department;
- Obtain a proof of delivery from Client's end user or appropriate program/department representative; and,

- Maintain tracking/tracking information through receiving logistics software.

2.11.3 Equipment, Furnishings and Supplies

The Supplier is responsible for adequately supplying all equipment, equipment maintenance, equipment ventilation, furnishings, computers, software licenses and upgrades, telephone equipment/lines, and supplies (such as consumables) required to fulfill the Deliverables.

Some Clients may have equipment available for the Supplier's use (e.g. pump/power trucks, dollies). In such cases, applicable Service Rates will be mutually agreed upon by the Client and Supplier when executing a CSA.

2.11.4 Reporting

The Supplier shall provide monthly reporting to Clients and OECM including, but not limited to the following:

- Number of shipments (in and outbound) by program/department;
- Number of deliveries made to program/departments; and,
- Shipping errors.

2.12 Invoicing

The Supplier shall submit an invoice to the Client monthly, within three (3) Business Days of month end, after Services have been provided at Client's designated location.

Flexibility in invoicing processes is required. The invoices, in either paper or electronic format (i.e. for bulk file upload in the Client's required file format), as detailed in the Client's CSA shall be itemized and contain, at a minimum, the following information:

- Invoice number;
- Client's name and delivery address;
- Name of the person who placed the order and/or the Client's purchase order number, if applicable;
- Order date;
- Description of Services provided;
- Volumes specific to the Service category being invoiced;
- Number and hours worked by Supplier's personnel;
- Client's cost centre number, general ledger number if applicable;
- Rates specific to the Service category being invoiced; and,
- Extended total and Harmonized Sales Tax ("HST").

Clients require flexibility in invoicing processes.

2.12.1 Payment Terms and Methods

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

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

The Supplier shall accept payment from Clients by cheque, P-Card or Electronic Funds Transfer ("EFT").

2.12.2 Electronic Fund Transfer

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

- A void cheque;
- Financial institution's name;
- Financial institution's transit number;
- Financial institution's account number; and,

- Email address for notification purposes.

2.12.3 Electronic Commerce

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

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

- Have access to internet;
- Complete SciQuest supplier registration documentation;
- Have an email address to receive SciQuest communications (e.g. complete registration, receive email notifications); and,
- Have available resource to manually submit invoices via the SciQuest provided portal.

2.12.4 Financial Incentives to Clients

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

- Increased online ordering;
- Use of P-Card;
- EDI invoicing and payment processes;
- Campus relocation;
- Early payment discount for Clients;
- Higher volumes/overall growth in business; and,
- Revenue to Client for non-faculty/staff Services sold by the Supplier.

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

The financial incentive to Clients shall be incorporated into the CSA. The financial incentive to Clients can be reviewed and adjusted (e.g. annually), as required.

2.13 Customer Support to Clients

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

- A responsive (i.e. on the same Business Day) account executive (or team of personnel lead by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing administrative, operational support and issue resolution;
- Digital store front (i.e. online ordering capabilities);
- Easy access to the Supplier (e.g. by online, toll free telephone number, email, voicemail, and fax);
- Promote the use of technology to facilitate excellent customer experience;
- Knowledge transfer, and no-charge educational events (e.g. webinars);
- Attend quarterly meetings with Clients, as requested; and,
- Provide reports and or access to online reports to Clients, upon request.

2.13.1 Customer Satisfaction

Understanding that each Client is different, the Supplier will perform customer satisfaction surveys with the Client's staff, students and faculty on the frequency requested by the Client. The survey should be focused on, but not limited to the following:

- Customer support;
- Issue resolution processing;
- Price competitiveness;
- Response time; and,
- Service quality.

The survey contents, needs and requirements will vary from one (1) Client to another. The Supplier shall work with the Client to develop, and distribute as mutually agreed upon by the Supplier and Client.

2.14 Agreement Management Support to OECM

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

- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- Promoting the Agreement within the Client community;
- Attending quarterly business review meetings with OECM to review CSAs, performance, Deliverables, issue management, opportunities for improvement, innovative ideas, new technology opportunities, and other appropriate business activities;
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- Monitoring, managing and reporting pricing, savings and service quality (including customer support);
- Conducting comparative analysis (e.g. saving analysis for Clients) and surveys regularly during the Term of the Agreement to ensure Supplier performance, and customer satisfaction; and,
- Timely submission of reports showing invoiced Services, the applicable Cost Recovery Fee ("CRF"), and other ad hoc reports required.

2.14.1 Agreement Promotion

The Supplier shall promote the Agreement as set out below within the Client Community:

- Executing CSAs with interested Clients;
- Providing excellent customer and technical service;
- Providing a well-defined implementation plan with applicable Client involvement; and,
- Identifying improvement opportunities.

2.14.2 Performance Management

During the quarterly business review, OECM will review the Key Performance Indicators ("KPIs") and Service Level Agreements ("SLAs") with the Supplier. The KPIs may include, but are not limited to the following:

Service-Level Items	KPIs
Providing Quotes	Percent (%) of quotes provided to Client within the one (1) Business Day
Error-free Print Jobs	Ninety-eight percent (98%) of print jobs are error free

Service-Level Items	KPIs
On-time Delivery	Ninety-eight (98%) of print jobs are fulfilled within committed turnaround time
On-time Reporting	Reports provided, on monthly basis, to Clients/OECM ninety-eight percent (98%) of time
Issue Resolution	Number of times it takes to resolve issues < one (1) Business Day to resolve
Invoicing Accuracy	Invoices to be correct ninety-nine percent (99%) of the time
Response Time	All regular job order requests must be responded to within one (1) hour Rush order requests must be responded to within less than one (1) hour
Paper Consumption	Increasing the percentage of FSC certified/recycled paper versus standard - by ten percent (10%) annually
Customer Satisfaction	Ninety-five percent (95%) customer satisfaction level achieved

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

During the first one-hundred and twenty (12) days of the Agreement, the Supplier shall collect and report agreed upon KPIs to OECM for informational purposes only. After this period, the Supplier shall collect and report the agreed upon KPIs and they will be used to measure the Supplier's performance throughout the Term of the Agreement.

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

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

2.14.3 Reporting to OECM

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

- Client's organization name;
- Client's sector (College, School Board, University or other BPS);
- Invoice number;
- Invoice date;
- Client's purchase order number, if applicable;
- Service description;
- Unit of measure;
- Rates;
- Quantity provided;
- Total cost (subtotal excluding taxes);
- Cost Recovery Fee, if applicable (i.e. subtotal and HST);
- Financial incentives provided to Clients (if applicable); and,
- Environmental performance activities.

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

2.15 Environmental Considerations

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

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

- Environmental activities the Supplier participates in (e.g. fair trade practices, recycled content);

- Tracking and reporting the Supplier's environmental improvement over time by providing the following information on carbon footprint reduction, number of trees saved and energy consumption;
- The Supplier's communication strategies used with Clients that reinforce sustainability;
- Quality assurance program certificates the Supplier possesses (e.g. ISO 9001, ISO 14001, EPEAT certification, Occupational Health and Safety Management Systems Requirements);
- Environmental initiatives and associated implementation timelines, as applicable;
- Relevant social responsibility plan and/or initiatives with implementation timelines, as applicable; and,
- Any environmental considerations such as increased energy savings, greenhouse gasses and donation programs.

2.16 Disaster Recovery and Business Continuity

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

2.17 Workplace Hazardous Materials Information System

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

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

2.18 Electrical Requirements

Any electrical equipment/products used on Client premises must be energy efficient and authorized or approved by the Client and in accordance with the Electrical Safety Code or by a certification organization accredited with the *Standards Council of Canada Act* (Canada), and shall bear the certification organization's mark identifying the goods certified for use in Canada. Certification shall be to the standard that is appropriate for the intended use of the electrical equipment/products at Client's facilities.

The physical space used by the Supplier may be metered separately, and the Supplier may be responsible to pay for the power consumed.

2.19 Licences, Right to Use and Approvals

The Supplier shall obtain all licences (i.e. copyright license), right to use and approvals required in connection with the supply of the Products. The costs of obtaining such licences, right to use and approvals shall be the responsibility of, and shall be paid for by, the Supplier.

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

2.20 Accessibility for Ontarians with Disabilities Act

OECM and its Clients are committed to the highest possible standards for accessibility. The Supplier must be capable to recommend and deliver, as appropriate for the Deliverables, accessible and inclusive Services consistent with the Ontario Human Rights Code (OHRC), the *Ontarians with Disabilities Act, 2001* (ODA) and *Accessibility for Ontarians with Disabilities Act, 2005* (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities.

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

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

2.21 Documentation

The Supplier shall maintain all necessary records related to the provision of the Services for seven (7) years after the expiration of the Term of the Agreement. Further information is detailed in Appendix A – Form of Agreement.

2.22 Pricing Methodology

The proposed Rates shall be firm maximum Rates for first year of the Agreement.

Client will not pay for print overruns or overtime for any Supplier personnel unless approved in advance by the Client.

The intent of this Agreement is to allow Client flexibility and scalability throughout the Term. The Supplier and Client shall review volumes and types of print (e.g. onsite versus offsite) annually throughout the Term of the Agreement at a time determined by the Client. If onsite volumes have decreased resulting in less capital and labour needs at a Client's location, the Supplier shall reduce Rates for that Client accordingly.

OECM or the Supplier may request a pricing and volume refresh annually beginning at the second anniversary of the Agreement, by providing one-hundred-and-twenty (120) days prior written notice. If a pricing refresh is not requested, the Rates from the previous year shall remain in effect.

Paper cost shall not be greater than prices OECM has on their existing paper agreements.

As part of any pricing review OECM will consider adjustments that reflect changes in labour costs (e.g. to accommodate for proven (i.e. documented) cost of living increases to Supplier's personnel, proven commodity price increases (i.e. paper), and other operational adjustments due to new or changed Applicable Laws. OECM will not consider any other fixed costs or overhead adjustments in its review.

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

If a price change (i.e. increase or decrease) were agreed upon between OECM and the Supplier (e.g. due to volume increases which impacted the number of personnel onsite, and or hardware requirements), the new Rates would only be applicable to Services delivered to Client after the amendment date of the Rate change as mutually agreed upon between the Client and Supplier.

If a proposed Rate increase is not accepted by OECM the Agreement shall be terminated unless the Supplier agrees to withdraw its request for a Rate increase and continue the provision of the Services at lower agreed upon Rates.

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

Agreements will be amended accordingly, if necessary.

2.23 Other Services

During the Term of the Agreement, if mutually agreed upon by OECM and the Supplier, other Services (such as new or different ways of providing the Services, and/or new technology/processes) may be added to the Agreement to align with Client needs. Agreements will be amended accordingly, if necessary.

2.24 Saving Calculation

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

2.25 OECM Cost Recovery Fee

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

The Supplier shall pay to OECM a CRF of two percent (2%) on the before tax amount of Services invoiced by the Supplier to the Clients for Deliverables acquired throughout the Term of the Agreement. HST is applicable to the CRF payments made to OECM.

The first CRF shall be paid to OECM by **October 14, 2016** and shall include any Supplier invoice activity to Clients issued between the Agreement execution date and **September 30, 2016**. The CRF shall be paid quarterly (based on the calendar quarter) thereafter.

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

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

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

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

OECM will conduct the evaluation of Proposals, for each proposed Service category, in the following seven (7) stages:

Stages	Evaluation	Service Category Scoring Methodology + Maximum Points (if applicable)				Minimum Threshold Requirement (if any)
		A	B	C	D	
Stage I	Mandatory Submission Requirements	Pass/Fail				Pass
Stage II	Rated Requirements	700	565	590	515	Appendix E
Stage III	Presentation/Demonstration	No Point Allocation				Not Applicable
Stage IV	Pricing	300	242	253	221	Not Applicable
Stage V	Cumulative Score	1,000	807	843	736	Not Applicable
Stage VI	Tie Break	No Point Allocation				Not Applicable
Stage VII	Sequential Negotiations	No Point Allocation				Not Applicable

3.2 Stage I – Review of Mandatory Submission Requirements (Pass/Fail)

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

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

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

Other than inserting the information requested on the qualification forms set out in this NBRFP, a Proponent shall not make any changes to any of the forms.

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

Appendix	Title of Appendix
Appendix B	Form of Offer
Appendix C	Rate Bid Form
Appendix F	Consortium Information, if applicable
Appendix K	Compliance with Agreement

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

Proposals received after the Proponent's Proposal Submission Deadline will be rejected.

If a Proponent fails to insert any information required and/or fails to sign and/or submit the Form of Offer, and/or the Consortium Form if applicable, OECM may provide such Proponent with an opportunity to rectify such deficiency within a period of two (2) Business Days from notification thereof. Proponents satisfying the identified deficiencies on the Form of Offer, and/or the Consortium Form, if applicable, within such period will proceed to Stage II. Proponents failing to satisfy the identified deficiencies within such period will be disqualified and not evaluated further.

3.2.1 Form of Offer – Appendix B (Mandatory Form)

Each Proposal must include a Form of Offer (Appendix B) completed fully and signed by the Proponent.

(a) Conflict of Interest

In addition to the other information and representations made by each Proponent in the Form of Offer, each Proponent must declare whether it has an actual or potential Conflict of Interest. If, at the sole and absolute discretion of OECM, the Proponent is found to be in a Conflict of Interest, OECM may, in addition to any other remedies available at law or in equity, disqualify the Proposal submitted by the Proponent.

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

(b) Insurance

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

(c) General

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

Other than inserting the information requested and signing the Form of Offer, a Proponent may not make any changes to or qualify the Form of Offer in its Proposal. A Proposal that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the NBRFP may be disqualified.

3.2.2 Consortium Form – Appendix F (Mandatory Form, If Applicable)

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

3.2.3 Rate Bid Form – Appendix C (Mandatory Form)

The Rate Bid Form completed by the Proponent in accordance with the instructions contained below and in Appendix C, provided that the following shall apply:

- The Proponent shall propose maximum Rates for Services;
- Unless otherwise stated, all Rates shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, materials, fuel, fuel surcharge, office support, profit, permits, licences, labour (including benefits such as the Ontario Retirement Pension Plan if applicable), insurance, Workplace Safety Insurance Board costs, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates;
- All Rates shall be quoted exclusive of the HST, or other similar taxes, each of which, if applicable, should be stated separately;
- All Rates quoted shall remain firm for the first two (2) years of the Agreement; and,
- In the event of any discrepancy in the Rates within a Proposal, the lowest Rate submitted shall prevail.

The Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the NBRFP, that it has factored all of the provisions of the Agreement, if any, into its pricing assumptions, calculations and into its proposed Rates indicated on the Rate Bid Form.

3.2.4 Compliance with Agreement – Appendix K (Mandatory Form)

The Agreement Compliance form attached as Appendix K must be completed and submitted with the Proponent's Proposal.

3.3 Stage II – Rated Requirements

Stage II will consist of an evaluation and scoring of each Eligible Proposal, per Service category, on the basis of the Proponent's responses.

Proposals meeting or exceeding the minimum thresholds will receive a **pass** in this stage and proceed to Stage III of the evaluation process.

Any Proposal that does **not** meet the required minimum thresholds for applicable rated requirement components will **not** be evaluated further.

Each Proposal will be awarded points based on the Proponent's response to the rated requirements in this NBRFP.

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

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

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

Responses for each rated requirement should:

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

The following is an overview of the point allocation and minimum score requirements per Service Category, if any, for the applicable rated requirement components of this NBRFP:

- Category A – Print Services;
- Category B – Inventory Storage/Management Logistics Services;
- Category C – Mailroom Logistics Services; and,/or,
- Category D – Shipping/Receiving Logistics Services.

Rated Requirement Components	Available Points/Service Category			
	A	B	C	D
Proponent's Overview	50	50	50	50
Proposed Personnel	80	X	80	80
Implementation/Transition Plan *	85	85	85	85
Copyright Management *	80	X	X	X
Ordering Services	50	50	X	X
Online Ordering and Tracking *	80	80	X	X

Rated Requirement Components	Available Points/Service Category			
Other Print Services	50	X	X	X
Sustainability	75	75	75	75
Customer Support and Account Management *	75	75	75	75
Reporting	75	75	75	75
Courier Services	X	X	75	X
Mailroom Services	X	X	75	X
Shipping/Receiving Services	X	X	X	75
Inventory Storage/Management Services	X	75	X	X
TOTAL POINTS FOR RATED REQUIREMENTS/CATEGORY:	700	565	590	515
Overall Minimum Threshold Requirement/Category:	350	283	295	258

Rated requirement components with a minimum threshold are noted above with an asterisk (*) and set out in Appendix E – Rated Requirements.

3.4 Stage III – Presentation/Demonstration

The highest scoring Proposals will be invited to a presentation/demonstration. Other Proposals will **not** be evaluated further.

It is anticipated that the session will occur at OECM or at a Client's location in the Greater Toronto Area. The Proponent should ensure its key resources are available to attend the session.

OECM will send a notice and further detail to the Proponent being invited to at least three (3) Business Days and not more than ten (10) Business Days in advance of the proposed date and time for the presentation/demonstration. If the Proponent is unable to conduct the presentation/demonstration at the proposed date and time, OECM will use reasonable efforts to: (i) find a mutually agreeable time on the date proposed by OECM; and, (ii) if OECM and Proponent are unable to do so, find a mutually agreeable time on a day prior to the date originally proposed by OECM. Proponents may be required to answer questions from the evaluation team during this presentation/demonstration. There may be a time restriction to the question and answer period.

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

3.4.1 Content

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

- Exhibiting its Services capabilities;
- Demonstrating its technology (i.e. online print management, and electronic mail system);
- Implementation plan;
- Scalability to optimize future states;
- Exhibit how its Service offering brings value, savings and innovation.

3.4.2 Attendance

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

3.5 Stage IV – Pricing

Only at the completion of Stage III of the evaluation, will the pricing be opened for all Eligible Proposals.

The following table provides an overview of the point allocation, for the applicable pricing components per Service category:

- Category A – Print Services;
- Category B – Inventory Storage/Management Logistics Services;
- Category C – Mailroom Logistics Services; and,/or,
- Category D – Shipping/Receiving Logistics Services.

Pricing/Rates Components	Available Points/Service Category			
	A	B	C	D
CATEGORY A – PRINT SERVICES, Option 1 – Rates per Impression/Duplex				
<ul style="list-style-type: none"> • Rate per impression/duplex for: <ul style="list-style-type: none"> ○ Black and white and colour copying ○ For various sizes of paper <p>Refer to Section 2.8.3 and the Rate Bid Form for more information about what the base printed copy includes.</p>	90	N/A	N/A	N/A
<ul style="list-style-type: none"> • Markup for different paper (e.g. colour, weight) to a maximum of five percent (5%) 				
<ul style="list-style-type: none"> • Binding: <ul style="list-style-type: none"> ○ Cerlox ○ Coil ○ Perfect binding ○ Saddle stitch ○ Tape 	14	N/A	N/A	N/A
<ul style="list-style-type: none"> • Business Cards: <ul style="list-style-type: none"> ○ 250 cards ○ 500 cards 	3	N/A	N/A	N/A
<ul style="list-style-type: none"> • Envelopes <ul style="list-style-type: none"> ○ #10 window ○ #10 no window 	2	N/A	N/A	N/A
<ul style="list-style-type: none"> • Laminating: <ul style="list-style-type: none"> ○ Letter ○ Legal ○ Ledger ○ 24 x 36 	3	N/A	N/A	N/A
<ul style="list-style-type: none"> • Labels: <ul style="list-style-type: none"> ○ 1" x 2 5/8" address label ○ 4" x 6" shipping label 	2	N/A	N/A	N/A
<ul style="list-style-type: none"> • Large Format – Rate per square foot 	3	N/A	N/A	N/A
<ul style="list-style-type: none"> • Administrative Rate for Student Course Pack when developed 	3	N/A	N/A	N/A

Pricing/Rates Components	Available Points/Service Category			
	A	B	C	D
<ul style="list-style-type: none"> • Hourly Rates for Supplier's personnel: <ul style="list-style-type: none"> ○ Onsite supervisor ○ Onsite personnel 1 ○ Onsite personnel 2 ○ Graphic designer 	15	N/A	N/A	N/A
<ul style="list-style-type: none"> • Online tool user license per user 	15	N/A	N/A	N/A
CATEGORY A – PRINT SERVICES, Option 2 – Fixed Monthly Rates + Rates per Impression/Duplex				
<ul style="list-style-type: none"> • Fixed monthly Rate for all required labour, equipment, and furnishing as described in Section 2.8.1: <ul style="list-style-type: none"> ○ Fixed monthly Rate ○ Number of Supplier's personnel (not evaluated) 	105	N/A	N/A	N/A
<ul style="list-style-type: none"> • Rate per impression/duplex for: <ul style="list-style-type: none"> ○ Black and white and colour copying ○ For various sizes of paper <p>Refer to Section 2.8.3 and the Rate Bid Form for more information about what the base printed copy includes.</p> 				
<ul style="list-style-type: none"> • Markup for additional features (e.g. different paper) to a maximum of five percent (5%) • Binding: <ul style="list-style-type: none"> ○ Cerlox ○ Coil ○ Perfect binding ○ Saddle stitch ○ Tape 	14	N/A	N/A	N/A
<ul style="list-style-type: none"> • Business Cards: <ul style="list-style-type: none"> ○ 250 cards ○ 500 cards 	3	N/A	N/A	N/A
<ul style="list-style-type: none"> • Envelopes <ul style="list-style-type: none"> ○ #10 window ○ #10 no window 	2	N/A	N/A	N/A
<ul style="list-style-type: none"> • Laminating: <ul style="list-style-type: none"> ○ Letter ○ Legal ○ Ledger ○ 24 x 36 ○ Rate per square foot 	3	N/A	N/A	N/A
<ul style="list-style-type: none"> • Labels: <ul style="list-style-type: none"> ○ 1" x 2 5/8" address label ○ 4" x 6" shipping label 	2	N/A	N/A	N/A
<ul style="list-style-type: none"> • Large Format – Rate per square foot 	3	N/A	N/A	N/A
<ul style="list-style-type: none"> • Administrative Rate for Student Course Pack when developed 	3	N/A	N/A	N/A
<ul style="list-style-type: none"> • Online tool user license per user 	15	N/A	N/A	N/A

Pricing/Rates Components	Available Points/Service Category			
	A	B	C	D
CATEGORY B – INVENTORY STORAGE/MANAGEMENT LOGISTICS SERVICES				
• Monthly storage Rate per skid	N/A	40.33	N/A	N/A
• Base Rate per order (withdrawal from inventory)	N/A	40.33	N/A	N/A
• Additional Rate for rush order deliveries	N/A	40.33	N/A	N/A
• Receiving Rate per receipt of first skid	N/A	40.33	N/A	N/A
• Cycle count Rate	N/A	40.33	N/A	N/A
• Skid recycling Rate (per skid)	N/A	40.33	N/A	N/A
CATEGORY C – MAILROOM LOGISTICS SERVICES				
• Hourly Rates for Supplier's personnel: <ul style="list-style-type: none"> ○ Onsite supervisor: ○ Onsite personnel 1: ○ Onsite personnel 2: 	N/A	N/A	253	N/A
CATEGORY D – SHIPPING/RECEIVING LOGISTICS SERVICES				
• Hourly Rates for Supplier's personnel: <ul style="list-style-type: none"> ○ Onsite supervisor: ○ Onsite personnel 1: ○ Onsite personnel 2: 	N/A	N/A	N/A	251
TOTAL POINTS FOR PRICING/SERVICE CATEGORY:	300	242	253	221

Refer to Appendix C – Rate Bid Form for sub-point allocations per Service category.

Each Rate will be evaluated based on the relationship of the Proponent's proposed Rate in comparison to other Proponent's proposed Rates on the Rate Bid Form (Appendix C) using a relative formula.

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

EXAMPLE OF PRICING EVALUATION FOR RATES PER LETTER SIZE BLACK/WHITE IMPRESSION		
Proposed Rate	Calculation	Resulting Points
If Proponent 1 proposes the lowest Rate for Category A - Print Services, Option 1, item 1.1 – Rates per letter size black/white impression of \$0.001 for George Brown College, it would receive 100% of the 0.7407 points allocated.	$\$0.001 \div \0.001×0.7407	0.7407
If Proponent 2 proposes the second lowest Rate for Category A - Print Services, Option 1, item 1.1 – Rates per letter size black/white impression of \$0.002 for George Brown College, it would receive a percentage of the allowable 0.7407 points allocated to that pricing component.	$\$0.001 \div \0.002×0.7407	0.3704

EXAMPLE OF PRICING EVALUATION FOR RATES PER LETTER SIZE BLACK/WHITE IMPRESSION		
Proposed Rate	Calculation	Resulting Points
If Proponent 2 proposes the third lowest Rate for Category A - Print Services, Option 1, item 1.1 – Rates per letter size black/white impression of \$0.005 for George Brown College, it would receive a percentage of the allowable 0.7407 points allocated to that pricing component.	$\$0.001 \div \0.005×0.7407	0.1481

Where \$0.00, blank, NA or not applicable is entered in any cell, it is deemed to mean that the particular Service will **not** be provided to Clients. Therefore, when evaluating and scoring the Rates, the Proposal shall receive a zero (0) point allocation for that particular Rate.

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

3.6 Stage V – Cumulative Score

At this stage, the scores from Stages II, III and IV will be totaled for each Proposal and subject to the express and implied rights of OECM; the Proponents with the highest scoring Proposals will become the Selected Proponents and be invited to negotiation, as further described in Section 3.8.

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

3.7 Stage VI - Tie Break Process

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

3.8 Stage VII – Sequential Negotiations

At the conclusion of the Stage VI, OECM will invite the highest scoring Selected Proponents per Service category to enter into negotiations.

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

During the negotiation the Selected Proponent may propose:

- Services (e.g. performance, SLAs, reporting, agreement terms and conditions);
- Rates and alternative pricing methodology; and,
- Best and Final Offer.

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

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

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

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

3.9 Agreement Finalization

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

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

3.9.1 Notification to Other Proponents

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

3.10 Agreement Launch and Marketing

OECM will promote the use of the Agreement with Clients as set out in Section 1.9. During the post-award period, the Supplier will be expected to meet with OECM, as-and-when-required, to discuss an effective collaborative Agreement launch approach.

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

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

[End of Part 3]

PART 4 - TERMS AND CONDITIONS OF THE NBRFP PROCESS

4.1 General Information and Instructions

4.1.1 NBRFP Timetable

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

NBRFP Timetable	
Event	Date/Time
OECM's Issue Date of NBRFP:	April 28, 2016
Proponent's Information Session:	3:00pm on May 2, 2016
<u>Non-Mandatory Site Visits</u> as follows:	May 3, 2016 from 11:00am to 12:00pm Georgian College , 1 Georgian Drive, Barrie, Ontario, Building F, Room F118. Parking tokens will be provided
	May 4, 2016 Sheridan College , <u>9:30am to 10:00am</u> at Davis Campus, 7899 McLaughlin Road Brampton, Ontario, B-Wing, Room A134a (beside Tim Hortons). Pay parking. Sheridan College , <u>11:00am to 11:30am</u> at Trafalgar Campus 1430 Trafalgar Road Oakville, Ontario. Located in the main atrium across from the President's Office. Pay parking.
	May 5, 2016 George Brown College , <u>1:00pm to 1:30pm</u> at St. James Campus 200 King Street East, Toronto, Ontario. Meet in front of Print Shop lower level near cafeteria. George Brown College , <u>2:00pm to 2:30pm</u> at Waterfront Campus, 55 Dockside Drive, Toronto, Ontario. Meet in front of Tim Hortons on main floor. George Brown College , <u>3:30 to 4:00pm</u> at Casa Loma Campus, 160 Kendal Avenue, Toronto, Ontario. Meet in front of Print Shop, adjacent to cafeteria on second floor. Note - there is pay parking at all campus locations.
	May 6, 2016 Seneca College , <u>10:00am to 11:00am</u> at 1750 Finch Ave East, Toronto, Ontario. Meet in front of room B1085. Pay parking.
	Proponent's Deadline for Questions:

NBRFP Timetable	
Event	Date/Time
OECM's Deadline for Issuing Answers:	May 12, 2016
Proponent's Deadline for Questions Pertaining to <u>Issued Documents only</u> :	5:00pm on May 16, 2016
OECM's Deadline for Issuing Final Addenda:	May 18, 2016
Proponent's Proposal Submission Deadline:	2:00:00pm on May 25, 2016
Agreement Start Date:	June 2016

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

OECM may amend any timeline, including the Proponent's Proposal Submission Deadline, without liability, cost, or penalty, and within its sole discretion.

In the event of any change in the Proponent's Proposal Submission Deadline, the Proponents may thereafter be subject to the extended timeline.

4.1.2 Proponent Information Session

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

A Proponent wishing to participate should register, noting its full legal name and the names of the representatives by emailing the NBRFP Coordinator prior to **1:00pm on May 2, 2016**. Access to the teleconference and/or webinar and any applicable information will be emailed to the registered Proponents.

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

The Proponent Information Session is not an opportunity for Proponent's to direct questions about the NBRFP document – Proponents must submit questions to the NBRFP Coordinator as set out in Section 4.2.1 below.

Any changes to the Proponent Information Session meeting date will be issued in an addendum on MERX™ and Biddingo.

Information provided during this session will be posted on MERX™ and Biddingo.

In the event of a conflict or inconsistency between the Proponent information session and the NBRFP, the NBRFP shall prevail.

4.1.3 Proponents to Follow Instructions

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

4.1.4 Proposals in English

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

4.1.5 OECEM's Information in NBRFP Only an Estimate

OECEM makes no representation, warranty or guarantee as to the accuracy of the information contained in this NBRFP or issued by way of addenda. Any data contained in this NBRFP 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 NBRFP.

4.1.6 Proponent's Costs

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

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

4.2 Communication after NBRFP Issuance

4.2.1 RFP Coordinator Contact Information

All communications regarding any aspect of this NBRFP must be emailed to the following NBRFP Coordinator:

Name: Tracey Keats

Title: Supply Chain Analyst

Email: tracey.keats@oecm.ca

Proponents that fail to comply with the requirement to direct all communications to the NBRFP Coordinator may be disqualified from this NBRFP 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 NBRFP:

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

4.2.2 Proponents to Review NBRFP

Proponents shall promptly examine this NBRFP and all Appendices, including the Form of Agreement and:

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

All questions submitted by Proponents shall be deemed to be received once the email has entered into the NBRFP Coordinators' email inbox.

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

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

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

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

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

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

4.2.3 Proponent to Notify

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

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

Proponents shall not:

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

4.2.4 All New Information to Proponents by way of Addenda

This NBRFP 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 NBRFP, such information will be communicated to all Proponents by addenda by way on MERX™ and Biddingo. Each addendum shall form an integral part of this NBRFP.

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

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

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

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

4.3 Proposal Submission Requirements

4.3.1 General

To be considered in the NBRFP process, a Proposal must be received **on** or **before** the Proponent's Proposal Submission Deadline as set out in Section 4.1.1, in a sealed package and should bear the Proponent's name, return address, NBRFP number, and the NBRFP Coordinator's name.

Regardless of the method of delivery chosen by Proponent (such as courier, delivery service, Canada Post), each Proponent is responsible for the actual delivery of its Proposal to the address set out below.

A Proponent may, at its option, email the NBRFP Coordinator prior to the Proponent's Proposal Submission Deadline with delivery details, including the name of the courier, shipment or waybill number and anticipated arrival time of its Proposal demonstrating the Proponent endeavoured to meet the Submission Deadline. In the event a Proposal does not arrive as scheduled, OECM may provide the Proponent who has given such prior notice one (1) Business Day (as defined in Section 1.13) to affect the delivery of its Proposal. The Proponent's Proposal Submission Deadline shall be deemed to be adjusted accordingly for the purpose of accepting that Proposal. Otherwise, Proposals received **after** the Proponent's Proposal Submission Deadline will **not** be considered and shall be returned to the Proponent unopened.

Submission address:

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

Proposals transmitted by facsimile or sent by any other electronic means 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 NBRFP may not be validly delivered by way of electronic communication, unless otherwise provided for in this NBRFP.

4.3.2 Proposal Submission Requirements

Proposals should be submitted in accordance with the instructions set out in this NBRFP in **two (2) separate sealed packages** as set out below.

Package 1 - Proposal:

- **Must include:**
 - A completed and signed Appendix B - Form of Offer;
 - A completed and signed Appendix F – Consortium Information (if applicable); and,
 - A completed Appendix K – Compliance with Agreement.
- **Should include:**
 - A completed Appendix D – Reference Form;
 - A completed Appendix E – Rated Requirements; and,
 - Any other (non-mandatory) information.

Do not include any financial information in Package 1 – Proposal.

Package 2 – Pricing:

- **Must include:**
 - A completed Appendix C – Rate Bid Form.

The following table sets out the required quantities of documents per submission package:

Requirements	Submit the following quantities in each Package:	
	Package 1 – Proposal	Package 2 – Pricing
Electronic Version – Original (Locked from editing)	1 in PDF File Format	1 in PDF File Format

Requirements	Submit the following quantities in each Package:	
	Package 1 – Proposal	Package 2 – Pricing
Electronic Version (searchable and unlocked)	1 (Microsoft Word and/or Microsoft Excel)	1 (Microsoft Excel)
Hard Copy (bound)	6	1
Hard Copy (unbound)	1	0

In the event of a conflict or inconsistency between the **electronic version** (the original) and either the print copy or photocopy of the Proposal or the Rate Bid Form, the **electronic version** (the original) shall prevail.

Proposals should be completed without delineations, alterations, or erasures. In the event of a discrepancy between the **electronic version** (the original) of the Proposal and any of the print copies, the **electronic version** (the original) shall prevail.

The Proponent should identify and mark any trade secret or proprietary intellectual property in its Proposal.

Proposals submitted in any other manner may be subject to disqualification.

4.3.3 Other Proposal Considerations

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

- All pages should be numbered;
- The Proposal should **not** exceed seventy-five (75) pages in length;
- An index and/or table of contents should be included;
- Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored;
- Respond to the requirements in all applicable Appendices, or as may be directed in this NBRFP;
- Completely address, on a point-by-point basis, each rated requirement identified in Appendix E. Rated Requirements left blank and/or unanswered will receive a score of zero (0). Refer to Section 3.3 – Stage II Rated Requirements; and,
- The Proposal should be complete in all respects. Proposal evaluation and scoring applies only to the information contained in the Proposal, or accepted clarifications as set out in Section 4.3.13 Clarification of Proposals.

4.3.4 Proposal Receipt by OEMC

Every Proposal received will be date/time stamped at the location referred to in Section 4.3.1. A receipt will be provided upon request.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is received **on** or **before** the Proponent's Proposal Submission Deadline.

4.3.5 Withdrawal of Proposal

A Proponent may withdraw its Proposal only by providing written notice to the NBRFP Coordinator before the Proponent's Proposal Submission Deadline. A Proposal may not be withdrawn after the Proponent's Proposal Submission Deadline. OEMC has no obligation to return withdrawn Proposals.

4.3.6 Amendment of Proposal

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the Proponent's Proposal Submission Deadline.

The Proponent must provide notice to the NBRFP Coordinator in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this NBRFP.

OECM has no obligation to return amended Proposals.

4.3.7 Completeness of Proposal

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

4.3.8 Proposals Retained by OECM

All Proposals submitted by the Proponent's Proposal Submission Deadline shall become the property of OECM and will not be returned to the Proponents.

4.3.9 Proposal Irrevocability

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

4.3.10 Acceptance of NBRFP

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

4.3.11 Amendments to NBRFP

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

4.3.12 Proposals will not be Opened Publicly

Proponents are advised that there will not be a public opening of this NBRFP. OECM will open Proposals at a time subsequent to the Proponent's Proposal Submission Deadline.

4.3.13 Clarification of Proposals

OECM shall have the right at any time after the Proponent's Proposal Submission Deadline to seek clarification from any Proponent in respect of the Proposal, without contacting any other Proponent.

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

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

4.3.14 Verification of Information

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

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

- Access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and OECM shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. OECM and the Proponent shall each bear its own costs in a connection with access to OECM's premises.

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

4.3.15 Proposal Acceptance

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

4.3.16 RFP Incorporated into Proposal

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

4.3.17 Exclusivity of Contract

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

4.3.18 Substantial Compliance

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

4.3.19 No Publicity or Promotion

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this NBRFP or otherwise promote itself in connection with this NBRFP or any arrangement entered into under this NBRFP 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 NBRFP, OECM shall be entitled to take all reasonable steps as may be deemed necessary by OECM, including disclosing any information about a Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

4.4 Negotiations, Notification and Debriefing

4.4.1 Terms and Conditions

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

4.4.2 Failure to Enter Into Agreement

Proponents should note that if the Selected Proponent and OECM cannot execute the Agreement within the allotted thirty (30) days, OECM will be at liberty to request the Preferred Proponent to submit its Best and Final Offer as describe in Section 3.8 or to terminate discussions and negotiations with the Selected Proponent and invite the next-highest scoring Proponent to enter into discussions and negotiations to reach agreement for the Services.

In accordance with the process rules in this Part 4 – Terms and Conditions of this NBRFP, there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement. With a view to expediting contract formalization, at the midway point of the above-noted timeframe, OECM may elect to initiate concurrent negotiations with the next-best-ranked Proponent. Once the above-noted timeframe lapses, OECM may discontinue further negotiations with that particular Proponent. This process shall continue until a contract is formalized, until there are no more Proponents remaining that are eligible for negotiations or until OECM elects to cancel the NBRFP process.

4.4.3 Notification to Other Proponents

Other Proponents that may become eligible for Agreement negotiations (i.e. failure to enter into an Agreement with the Preferred Proponent) will be so notified at the commencement of the negotiation process. Once an Agreement is executed between OECM and a Preferred Proponent, the other Proponents may be notified directly in writing and shall be notified by public posting in the same manner that the NBRFP was originally posted of the outcome of the procurement process and the award of the contract.

4.4.4 Agreement

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

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

4.4.5 Debriefing

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

4.4.6 Bid Dispute Resolution

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

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

A protest in writing should include the following:

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

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

4.5 Prohibited Communications, Confidential Information and FIPPA

4.5.1 Confidential Information of OECM

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

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

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

4.5.2 Confidential Information of the Proponent

Except as provided otherwise in this NBRFP, 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 NBRFP 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 NBRFP because OECM has refused to execute any such confidentiality agreement, the Proponent shall receive no points for that particular stage of the evaluation process.

4.5.3 Proponent's Submission

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

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

4.5.4 Personal Information

Personal Information shall be treated as follows:

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

4.5.5 Non-Disclosure Agreement

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

4.5.6 Freedom of Information and Protection of Privacy Act

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

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

4.5.7 Competition Act

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

4.5.8 Trade Agreements

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

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

4.5.9 Intellectual Property

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

4.6 Disqualification for Misrepresentation

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

4.7 References and Past Performance

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

4.8 Cancellation

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

4.9 Reserved Rights and Governing Law of OECM

4.9.1 General

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

- (a) Make public the names of any or all Proponents;
- (b) Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information, if accepted, into the Proposal, at OECM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- (c) Waive formalities and accept Proposals that substantially comply with the requirements of this NBRFP, in OECM's sole and absolute discretion;
- (d) Verify with any Proponent or with a third party any information set out in a Proposal;
- (e) Check references other than those provided by Proponents;
- (f) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with OECM impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this NBRFP;

- (g) Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached a contract with OECM, or has otherwise failed to perform such contract to the reasonable satisfaction of OECM (i.e. has not submitted required reporting and or cost recovery fees to OECM), the Proponent has been charged or convicted of an offence in respect of a contract with OECM, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM;
- (h) Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this NBRFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal;
- (i) Make changes, including substantial changes, to this NBRFP provided that those changes are issued by way of addenda in the manner set out in this NBRFP;
- (j) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (k) Reject a Subcontractor proposed by a Proponent within a consortium;
- (l) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;
- (m) Cancel this NBRFP process at any stage and issue a new NBRFP for the same or similar requirements, including where:
 - o OECM determines it would be in the best interest of OECM not to award an Agreement,
 - o the Proposal prices exceed the bid prices received by OECM for Services acquired of a similar nature and previously done work,
 - o the Proposal prices exceed the costs OECM or its Clients would incur by doing the work, or most of the work, with its own resources,
 - o the Proposal prices exceed the funds available for the Services, or,
 - o the funding for the acquisition of the proposed Services has been revoked, modified, or has not been approved,

and where OECM cancels this NBRFP, OECM may do so without providing reasons, and OECM may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing.

- (n) Discuss with any Proponent different or additional terms to those contained in this NBRFP or in any Proposal;
- (o) Accept any Proposal in whole or in part;
- (p) Disqualify a Proponent whose Proposal does not include Rates on the submitted Rate Bid Form; or,
- (q) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM or is otherwise engaged in a dispute with OECM.

and these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and OECM shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Proponent or any third party resulting from OECM exercising any of its express or implied rights under this NBRFP.

By submitting a Proposal, the Proponent authorizes the collection by OECM of the information set out under (d) and (e) in the manner contemplated in those subparagraphs.

4.9.2 Rights of OECM – Preferred Proponent

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

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

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

4.9.3 No Liability

The Proponent agrees that:

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

The Proponent further agrees that if OECM commits a material breach of OECM's obligations pursuant to this NBRFP, 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 NBRFP, which does not constitute a material breach thereof. The Proponent acknowledges and agrees that the provisions of the *Broader Public Sector Accountability Act, 2010* shall apply notwithstanding anything contained herein.

4.9.4 Assignment

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

4.9.5 Entire NBRFP

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

4.9.6 Priority of Documents

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

4.9.7 Governing Law

The terms and conditions in this Part 4:

- (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 Client is located and the federal laws of Canada applicable therein.

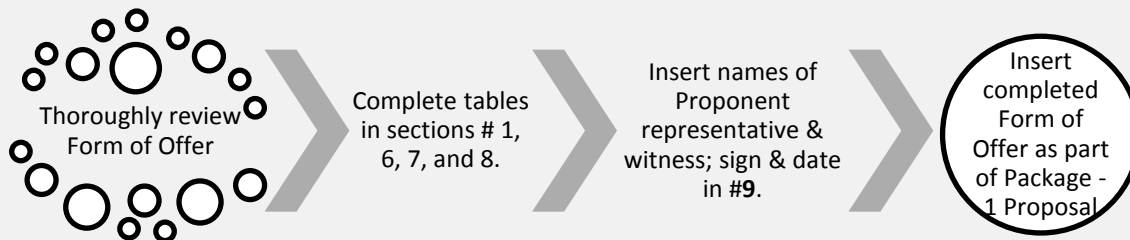
[End of Part 4]

APPENDIX A – FORM OF AGREEMENT

Attached as a separate PDF file.

APPENDIX B – FORM OF OFFER

The submission of this Form of Offer is a mandatory submission requirement of this NBRFP. Complete the Form of Offer as set out below:



Proposals, which do not comply with all mandatory requirements, may, subject to the express and implied rights of OECDM, be disqualified and not be evaluated further.

To: OECDM

From: [Insert Proponent's Name]

Re: **IN THE MATTER OF** our Proposal dated [Insert date], of which this Form of Offer is an integral part, submitted in response to NBRFP #2015-241 issued by OECDM on September 30, 2015, as the same may be amended.

I am duly authorized by the Proponent, including the persons, firms, corporations, and advisors joining in the submission of this Proposal, to execute this Form of Offer. I solemnly declare and certify as follows:

1. Offer

The Proponent has carefully examined the NBRFP documents and has a clear and comprehensive knowledge of the Deliverables required under the NBRFP. By submitting its Proposal including this Form of Offer, the Proponent agrees and consents to the terms, conditions and provisions of the NBRFP, including the Form of Agreement, except as otherwise noted, and offers to provide the Services and optional services in accordance therewith at the Rates set out in Appendix C - Rate Bid Form.

The Proponent guarantees to provide Services for the Term of the Agreement to the geographical areas noted below:

Service Categories Being Proposed:	
Category A – Print Services	<input type="checkbox"/>
Category B – Inventory Storage/Management Logistics Services	<input type="checkbox"/>
Category C – Mailroom Logistics Services	<input type="checkbox"/>
Category D – Shipping/Receiving Logistics Services	<input type="checkbox"/>
Zones Being Proposed:	
Zone 1:	<input type="checkbox"/>
Zone 2:	<input type="checkbox"/>
Zone 3:	<input type="checkbox"/>
Zone 4:	<input type="checkbox"/>
Zone 5:	<input type="checkbox"/>

2. Rates for Deliverables

As a mandatory requirement, the Proponent has submitted its Rates in accordance with the instructions in the NBRFP and in the form set out in Appendix C – Rate Bid Form.

3. Proposal Irrevocable

The Proponent agrees that its Proposal shall be irrevocable for one-hundred-and-twenty (120) days following the Proponent’s Proposal Submission Deadline.

4. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to OECM’s advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

5. Proof of Insurance and Good Standing under the *Workplace Safety and Insurance Act (Ontario)*

By signing this Form of Offer, the Proponent agrees, if selected, that it has verified its capability to do so and will provide proof of insurance coverage and a Clearance Certificate under the *Workplace Safety and Insurance Act (Ontario)* as set out in the Form of Agreement.

6. Addenda and Questions/Answers

The onus remains on Proponents to make any necessary amendments to its Proposals based on all addenda and question/answer documents issued by OECM prior to the Deadline for Issuing Final Addenda.

Addenda and Question/Answers	The Proponent is deemed to have read the following:
The number of addenda posted =	[Enter the number of addenda, if any.]
The number of question/answer documents posted =	[Enter the number of question/answer documents, if any.]

7. Unfair Advantage and Conflict of Interest Statement

Prior to completing this Form of Offer, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 1.13 of this NBRFP.

Conflict of Interest	Response
The Proponent declares that it does not have an actual or potential Unfair Advantage or Conflict of Interest relating to the preparation of its Proposal, nor does the Proponent foresee an actual or potential Unfair Advantage or Conflict of Interest in performing the contractual obligations contemplated in the NBRFP.	<input type="checkbox"/> Agree <input type="checkbox"/> Disagree, the Proponent declares it has an Unfair Advantage or Conflict of Interest [If Disagree, please enter details here.]

The Proponent agrees to provide any additional information, which may be requested by the NBRFP Coordinator, in the form prescribed by the NBRFP Coordinator.

Where, in its sole discretion, OECM concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Proposal, or terminate any Agreement awarded to the Proponent under the NBRFP.

8. Proponent Information

Insert the required information in the following table:

APPENDIX C – RATE BID FORM

Attached as a separate Microsoft Excel file

APPENDIX D – REFERENCE FORM

Each Proponent is required to provide three (3) references from organizations similar in size and scope to OECS and its Clients for which the Proponent has provided the same or similar Deliverables within the past three (3) years. These references used on this Appendix can be the same as those used for Appendix E - Rated Requirements.

OECS, in its sole discretion, may confirm the Proponent's experience and/or ability to provide the Services required and described in its Proposal by checking the Proponent's references, and the provision of the references by the Proponent is deemed to be consent to such confirmation/contact with the references.

OECS reserves the right to revisit the Proponent's scores in the rated requirements based on information learned during reference checks, should they reveal that there is inconsistency between the Proponent's answers to the rated requirements and the results of the reference check.

OECS may check references other than those provided by the Proponent.

Insert Proponent's Name:	
---------------------------------	--

Reference #1

Company name:		
Company address:		
Contact name:		
Contact telephone number:		
Contact email address:		
Date work undertaken:	From:	To:
Nature of services:		

Reference #2

Company name:		
Company address:		
Contact name:		
Contact telephone number:		
Contact email address:		
Date work undertaken:	From:	To:
Nature of services:		

Reference #3

Company name:		
Company address:		
Contact name:		
Contact telephone number:		
Contact email address:		
Date work undertaken:	From:	To:
Nature of services:		

APPENDIX E – RATED REQUIREMENTS

Attached as a separate Microsoft Excel file.

APPENDIX F – CONSORTIUM INFORMATION

This Appendix must be completed, signed, dated and submitted with a Proponent’s Proposal, if a consortium submits the Proposal.

Insert Proponent’s Name:	
---------------------------------	--

Information Required	Response
Name of the legal entity that is liable and responsible to OECM for the provision of the Deliverables in this NBRFP (i.e. the Proponent).	[Enter response here.]
Describe the consortium members and what each will supply.	[Enter response here.]
Describe the contingency plan if a consortium member is no longer part of the consortium.	[Enter response here.]

Witness:
Signature:
Printed Name:
Date:

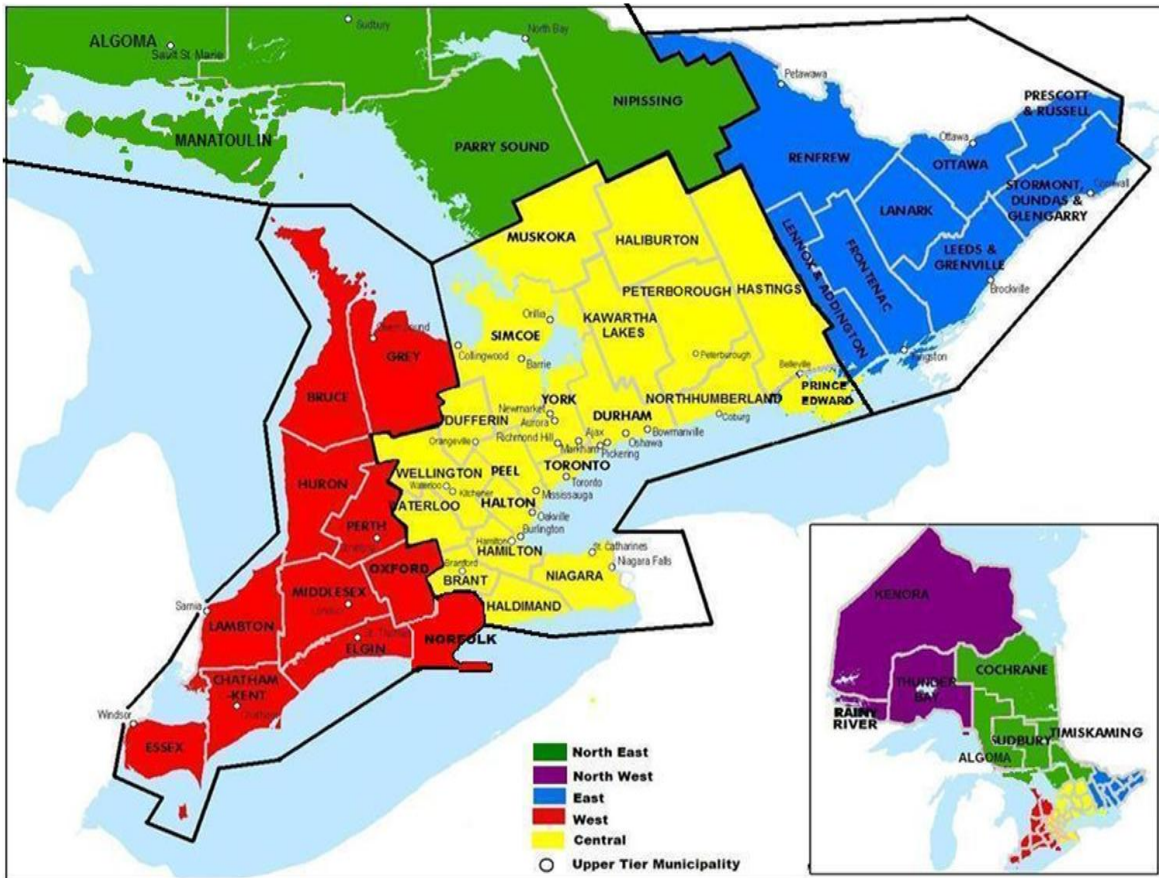
Proponent Representative:
Signature:
Printed Name:
Date:
<i>I have the authority to bind the Proponent.</i>

APPENDIX G – COLLEGE CLIENT SITE SPECIFIC INFORMATION

Attached as a separate Microsoft Excel file

APPENDIX H – OEMC GEOGRAPHICAL ZONES

Clients supported by OEMC agreements are located in the following five (5) geographical Zones in the Province of Ontario. Refer to Section 1.8 and in Appendix I of this NBRFP as well.



APPENDIX I – OECM SCHOOL BOARD, UNIVERSITY AND COLLEGE CLIENTS/ZONE

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

APPENDIX J – HUMBER COLLEGE'S NEW PRINT SHOP LOCATION FLOORPLAN

Attached as a separate PDF file.

APPENDIX K – COMPLIANCE WITH AGREEMENT

To: OECD

From: [Insert Proponent's Name]

The Proponent **must** complete and submit this Appendix.

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

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

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

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

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

Please refer to the NBRFP Section 1.2 (Type of Agreement), Section 3.9 (Agreement Finalization) and Section 1.13 (Definitions - for a definition of Agreement).

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

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

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
Article 5 – Confidentiality and FIPPA/MFIPPA					
5.01	Confidentiality and Promotion Restrictions				
5.02	Confidential Information				
5.03	Restrictions on Copying				
5.04	Injunctive and Other Relief				
5.05	Notice and Protective Order				
5.06	FIPPA and MFIPPA Records				
5.07	PIPEDA				
5.08	Survival				
Article 6 – Intellectual Property and Use of OEM or Client Insignia					
6.01	Intellectual Property				
6.02	Use of OEM or Client or Supplier Insignia or Logo				
6.03	Supplier Representation and Warranty Regarding Third-Party Intellectual Property				
6.04	Survival				
Article 7 – Indemnity and Insurance					
7.01	Supplier Indemnity				
7.02	Injunction Against Continued Use of Resources				
7.03	Supplier's Insurance				
7.04	Proof of Insurance				
7.05	Proof of Workplace Safety and Insurance Act Coverage				
7.06	Supplier Participation in Proceeding				
7.07	Disaster Recovery				
Article 8 – Termination, Expiry and Extension					
8.01	Immediate Termination of Contract				
8.02	Dispute Resolution by Rectification Notice				
8.03	Supplier's Obligations on Termination				
8.04	Effect of Termination on Client-Supplier Agreements				
8.05	Supplier's Payment Upon Termination				
8.06	Scope of Termination Rights				

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

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
	Amendment Only				
12.4	Section 217 Education Act et. al.				
12.5	Criminal Records Check				
12.6	Purchasing Policies and Guidelines				
Appendix A – Resources and Supplementary Provisions		N/A	N/A	N/A	N/A
Appendix B – Rates		N/A	N/A	N/A	N/A
Appendix C – Client’s Policies and Guidelines		N/A	N/A	N/A	N/A

N/A denotes not applicable.