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PORTABLE CLASSROOM DEMOLITION SERVICES

REQUEST FOR TENDERS NUMBER: #2018-302

Request for Tenders Issued On: February 12, 2018

Bidder's Information and OTP Demonstration Session: 11:00 am, February 20, 2018

Bidder's Deadline for Questions: 5:00 pm on February 23, 2018

Bidder's Deadline for Questions Pertaining to Issued Documents: 5:00 pm on March 5, 2018

Closing Date: 2:00:00 pm on March 16, 2018

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

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

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PART 1 – INTRODUCTION

1.1 Invitation to Bidders

This non-binding Request for Tenders (“RFT”) is an invitation to obtain Bids from prospective Bidders for Portable Classroom Demolition Services (“Services”) on an as-and-when-required basis to support OECM Clients (“Clients”) as further described in Part 2 – the Deliverables (the “Deliverables”).

This RFT is issued by OECM.

1.2 Objective of the RFT

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

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

- Be capable of providing quality Services in a timely manner, demonstrating value for money;
- Provide Clients with professional and responsive customer support and account management;
- Work in a co-operative manner with Clients, are flexible, and innovative in providing quality Services; and,
- Reduce the costs of competitive procurement processes associated with the Services on an ongoing basis (i.e. fewer competitive procurement documents issued by Clients).

1.3 Supplier Expertise and Capabilities

The Supplier should possess the following expertise and capabilities:

- Have all necessary resources including specialized equipment, to effectively complete Service;
- Be fully cognizant of and have the demonstrated Services knowledge; and,
- Provide knowledgeable and professional personnel ensuring Clients’ needs are met.

1.4 Type of Agreement for Deliverables

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

The Term of the Agreement is intended to be for three (3) years, with an option in favour of OECM to extend the Term on the same terms and conditions for a maximum of two (2) years. Pricing shall remain firm for the first year of the Agreement. Agreement management performance (i.e. Client uptake, satisfaction, performance, quality, service provision, response time, reporting, marketing efforts and any commitments made in the Bidder’s Bid) will be considered when contemplating an Agreement extension and optional rate refresh, if necessary. Refer to Section 2.21.2 for more details.

Clients participating in the Agreements will execute a Client Supplier Agreement (“CSA”) with a Supplier as attached in Appendix A – Form of Agreement. Prior to executing a CSA, the Client may negotiate their unique requirements with the Supplier and mutually agree to additional terms and conditions (e.g. reporting, Rates, payment terms) ensuring the additional terms and conditions are not in any way inconsistent with the Form of Agreement agreed to by OECM and the Supplier.

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

1.5 No Contract A and No Claims

This RFT process is non-binding, and it does not intend to create, shall not create a formal legally-binding procurement process, and shall not give rise to the legal rights or duties applied to a formal legally-binding procurement process. For greater certainty and without limitation:

- This RFT 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 Bidder 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 RFT.

1.6 No Contract until Execution of Written Agreement

This RFT process is intended to identify Bidders for the purpose of finalizing potential Agreements. The process is further described in Part 3 – Evaluation of Bids.

No legal relationship or obligation regarding the procurement of any Services shall be created between the Bidder and OECM by this RFT process until execution of a written Agreement for the provision of the Services has occurred.

1.7 Non-Binding Rates Estimates

While the Bid 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 Bids, as further described in Part 3 – Evaluation of Bids. Any inaccurate, misleading, or incomplete information, including withdrawn or altered Rates, could adversely impact any such evaluation, ranking, or Agreement award.

1.8 No Guarantee of Volume of Work or Exclusivity of Agreement

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

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

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

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

1.9 Overview of OECM

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

Working in collaboration with Clients, OECM:

- Establishes, promotes and manages non-mandatory agreements for products and services commonly used throughout its' Client community;
- Supports Clients' access and use of OECM agreements through analysis, reporting and the development of tools, guides, and other materials; and,
- Actively promotes adherence to the Ontario Broader Public Sector ("BPS") Procurement Directive in all phases of the sourcing and agreement lifecycle.

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

1.10 OECM Geographical Zones

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

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

Also refer to Appendix I – OECM School Board, University and College Clients in Ontario which illustrates OECM’s educational Clients by Zone.

1.11 Ontario Broader Public Sector Procurement Directive

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

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

The purpose of the directive is:

- To ensure that goods and services, including construction, consulting services, and information technology are acquired by BPS entities through a process that is open, fair, and transparent;
- To outline responsibilities of BPS entities throughout each stage of the procurement process; and,
- To ensure that all BPS entities in Ontario are consistently managing their procurement processes.
- The goal of the BPS supply chain code of ethics is to ensure an ethical, professional and accountable BPS supply chain in Ontario through:
 - i. Personal Integrity and Professionalism.
 - ii. Accountability and Transparency.
 - iii. Compliance and Continuous Improvement.

Visit the following website for the complete BPS Procurement Directive document: <https://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/English/BPSSC-Sec>.

1.12 Client Participation in OECM Marketplace Agreements

OECM currently has five-hundred and eighty-nine (589) Clients using one (1) or more OECM agreements:

- One-hundred and seventeen (117) School Boards, Colleges and Universities; and,
- Four-hundred and seventy-two (472) other 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	Overall Spend Growth %
2012 over 2011	60%
2013 over 2012	50%

Year over Year	Overall Spend Growth %
2014 over 2013	41%
2015 over 2014	17%
2016 over 2015	34%
November 2017 over November 2016	22.4%

The above information is as of December 2017.

1.13 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 RFT, the evaluation of Bids submitted in response to it, any clarification required and the execution 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 Services a Client may:

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

When a Request for Services is issued, which does **not** constitute a contract A, contract B situation, it will identify the required 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, as well as Rates with the Supplier to meet their unique requirements. At minimum, the Supplier's response should set out the following:

- Proposed Services;
- Timelines for Services; 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 Service commences.

1.14 Client Supplier Agreements

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

The Supplier will actively promote the Agreement to Clients by:

- Conducting sales and marketing activities directly to onboard Clients;
- Executing CSAs with interested Clients;
- Providing excellent and responsive customer support;
- Gathering and maintaining Client and market intelligence, including contact information; and,
- Identifying improvement opportunities (e.g. new Services).

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

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

1.15 Bidder Consortium Information

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

- One (1) of the members of the Consortium shall identify itself as the Bidder on behalf of the consortium in Appendix B – Form of Offer within OTP. The Bidder must also list all consortium members and state what each member will supply in Appendix F – Consortium Information Form within OTP; and,
- The Bidder 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 RFT.

1.16 Rules of Interpretation

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

1.17 Definitions

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

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

“Bid” means all of the documentation and information submitted by a Bidder in response to the RFT;

“Bidder” means an entity that submits a Bid in response to this RFT and, as the context may suggest refers to a potential Bidder;

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

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

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

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

“Closing Date” means the Bid 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 RFT;

“Commercial Response” means the Rates submitted by the Bidder within Appendix C and uploads to OTP as part of the commercial envelope;

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

“Conflict of Interest” means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Bidder’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) Bid to satisfy the requirements of the RFT. One (1) of the consortium members shall identify itself as the Bidder and assume full responsibility and liability for the work and actions of all consortium members;

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

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

“Eligible Bid” means a Bid 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 Bidder and OECM based on the template attached as Appendix A – Form of Agreement, together with all schedules and appendices attached thereto and all other documents incorporated by reference therein, as amended from time to time by agreement between OECM and the Supplier;

“OECM” means the Ontario Education Collaborative Marketplace;

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

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

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

“PFO” means a provincially funded organization;

“Preferred Bidder” means the Bidder that is invited into formal discussions in accordance with the evaluation process set out in this RFT;

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

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

“Request for Tenders” or **“RFT”** means this non-binding Request for Tenders #2018-302 issued by OECM, including all appendices and addenda thereto; and, OECM and the Preferred Bidder will enter into discussions until a point where they reach either (i) an agreement in respect of the object of the discussions; (ii); or the parties conclude that they will not reach an agreement and discontinue discussions;

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

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

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

“Technical Response” means the technical information the Bidder submits within OTP as part of the technical envelope;

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

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

“Zone” means the OECM geographical boundaries within the Province of Ontario as identified in Appendix H – OECM Geographical Zones.

[End of Part 1]

PART 2 - THE DELIVERABLES

2.1 Description of Deliverables

The Supplier shall provide quality Services to Clients for Portable Classroom Demolition including, but not limited to the following:

- On site demolition, removal and disposal of Portable Classroom unit(s); and,
- Off-site demolition, removal and disposal of Portable Classroom unit(s).

Note: For the purposes of this Request for Tender, the Portable Classroom size shall be based on the standard dimensions of 24' x 32' (exterior) x 8' high (interior).

2.2 Supplier Responsibilities

The Supplier shall ensure the provision of Services includes, but is not limited to the following if applicable to the delivery of the Client's specific Service requirements:

- Co-ordinating all Services with the Client to ensure minimum disruption or inconvenience to occupants of and visitors to applicable buildings;
- Providing all required vehicles and equipment, onsite supervision, and skilled labour (e.g. possessing required valid certifications/licenses) to carry out the Services;
- Bearing the costs of transportation to and from site for all on-site demolitions;
- Applying, obtaining and bearing the cost of a building and/or demolition permit, if required, to perform the Services, and shall not do or suffer to be done anything in violation of any such permits and/or licenses;
- Bearing the costs of transportation, tipping charges and other related fees necessary for the completion of the demolition operations;
- Ensuring all rubbish, debris and materials suitable for recycling are removed from the site and legally disposed of in accordance with requirements of the authority having jurisdiction;
- Protecting the site of the demolition with approved fencing until all work as prescribed in this section has been completed;
- Ensuring onsite personnel employed or engaged by the Supplier to perform the Services:
 - Act in a professional, respectful manner; and,
 - Use designated existing sanitary facilities and not undress, use profane language or make coarse gestures while on Client property;
 - Comply with all security policies, regulations or directives related to such buildings, premises, equipment, or material;
 - Are competent and qualified to perform the Services. Where specific personnel (i.e. site supervisor) have been proposed by the Supplier for the performance of the Services, and have been accepted by the Client, such personnel shall not be replaced with other personnel without the prior written consent of the Client, such consent not to be unreasonably withheld;
- Ensuring a complete hazard and risk assessment occurs, and that its workers have been informed and possess the necessary skills to complete the Services under the assessed conditions;
- Adhering to Clients access to site requirements and instructions (e.g. related to communications, quality, environmental policies, and health and safety);
- Working within the Client's timelines which may occur in the evening, or weekends;

- Protecting existing structures, furnishings and persons by providing and maintaining adequate temporary protective coverings during the performance of the Services. The Supplier shall be responsible for any injury to person, damage to existing structures and furnishings as a result of the Service. Any damage occurring as a result of the Service shall be repaired or replaced by the Supplier at the Supplier's expense and to the satisfaction of the Client;
- Ensuring one (1) copy of the agreed upon Service project plan/work schedule is kept at the Client's work site;
- Posting appropriate signage at Client site, including approved building and/or demolition permits, if necessary;
- Ensuring there is no interference with the use of and safe passage to and from buildings, sidewalks, and roads without the prior written approval of the Client. Material shall not be stored in or obstruct passageways, sidewalks, or roadways without the prior written approval of the Client. The Supplier shall not interfere with or damage the Client's or adjacent properties;
- Taking necessary precautions to keep dust, dirt and noise to an acceptable level, as directed by the Client or as required by applicable by-laws, law, and regulations;
- Establishing the location of existing utility lines, and shall ensure that same are protected and maintained;
- Being compliant with all federal, provincial and municipal laws and regulations applicable to the Services;
- Providing and maintaining adequate fire protection in accordance with the regulations and requirements of the Clients;
- Not storing materials or use a truck or other equipment in a manner which would load the structure beyond its design capacity;
- Bearing the risk and responsibility of any loss, damage or expense of any nature or kind whatsoever to the Services or to the Supplier arising from strikes or labour disputes, other than such loss, damage or expense caused by the failure of the Client to meet its obligations under the Agreement;
- Bearing the risk and responsibility of any equipment, tools, or supplies delivered to any Client site or facility by or on behalf of the Supplier, prior to, during or after carrying out the Services, unless otherwise expressly provided in the Agreement;
- Ensuring all work areas are kept clean;
- Keeping the Service site clean and hazard-free throughout the provision of the Services and shall take all necessary steps to ensure material and equipment removed or replaced as part of the Services is properly stored, removed and disposed or decommissioned. All debris shall be transported to an authorized dump, waste treatment site or recycling facility by the Supplier, and disposed of in accordance with appropriate disposal or decommissioning processes, applicable laws, and in accordance with commercially responsible environmental practices at the Supplier's expense. The Supplier must submit written proof or evidence or acknowledgement that the disposal of all materials was done so in accordance with all current disposal requirements;
- Notifying the Client of all hazardous material delivered to the Client or used in conjunction with the Services, including without limitation, all products controlled federally and or provincial under Workplace Hazardous Materials Information System ("WHMIS") or Transportation of Dangerous Goods regulations, and all designated substances as defined in the Occupation Health and Safety Act, R.S. PO. 1990, c. 0.1 and regulations; and,
- Ensuring Services are carried out in a safe manner aligned with industry standards, Client's requirements, local requirements and the laws of Ontario.

Note that in signing on to the Agreement, Clients may wish the Supplier to follow applicable Canadian Construction Documents Committee (CCDC) terms.

2.3 Other Deliverables

The Supplier shall provide other Services, if required by the Client, including, but not limited to:

- Meeting Client's bonding requirements (e.g. bid, labour and material, and performance bonds); and,
- Other related Services (at additional cost).

Exclusions from Deliverables

Should the Client wish to obtain any of the following services, the Client may arrange these services separately at an added cost. Any of these extra services, if procured from the Supplier, shall be added to the CSA.

- Disconnections of services;
- Demolition of unfixed contents of Portable Classroom;
- Resurfacing of site after removal of Portable Classroom;
- Demolition of fixed link to multi-pack classroom, if applicable; and,
- Cost of transportation to off-site demolition facility.

2.4 Project Plan/Work Schedules

The Supplier shall develop, provide and maintain a project plan/work schedule for required Services. The project plan should include, but may not be limited to:

- Detailed tasks and expected completion dates;
- Change order management;
- Obtain Client's prior approval;
- Be maintained by the Supplier; and,
- Reviewed with the Client, as a frequency determined by the Client (e.g. week, bi-weekly).

2.5 Commencement of Work

The Client will immediately investigate scheduling requirements directly with the Supplier. Generally, demolitions will be conducted in July and August of each year (school vacation period). Work may be required when students are attending classes or outside the aforementioned dates. Allowance will be made to afford maximum protection to students and the general public during the demolition process.

2.6 Meetings and Progress Reports

The Supplier shall attend on-site construction meetings with the Client, as determined by the Client to discuss:

- Co-ordination of Work;
- Progress; and,
- Outstanding issues.

2.6.1 Training

The Supplier should ensure that its personnel possess appropriate training which may include, but not limited to or applicable to the Client's Service requirements:

- Asbestos Awareness Training;

- Construction Health and Safety Training;
- Electrical Safety Training;
- Working at Heights Training;
- Fire Training (e.g. fire stop training and fire extinguisher training);
- First Aid Training;
- Hoisting Rigging Training;
- Lift Truck Operator Training;
- Lock-out/Tag-out Safety Training;
- Powered Elevated Work Platforms (“PEWPS”) Training, if required for specific Services;
- Scissor Lift Operator Training; and,
- WHMIS Training.

2.7 Warranty

The Supplier represents and warrants that the Services shall be performed in a professional and workmanlike manner, in accordance with applicable industry standards.

2.8 Health and Safety

The Supplier shall comply with the Client’s health and safety policies, the *Occupational Health and Safety Act, R.S.O. 1990, c. 0.1* and regulations, as amended, and all applicable industry standards for the provision of the Services.

The Supplier shall ensure 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.

2.9 Disaster Recovery and Business Continuity

The Supplier should 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 and Service availability critical to Clients.

2.10 Licences, Right to Use and Approvals

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

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

2.11 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.

2.12 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.

2.13 Pricing Methodology

The proposed Rates shall be firm maximum rates for the first year of the Agreement. The Supplier may, however, lower its Rates for specific Client Services without affecting the Rates in the Agreement.

2.14 Expenses

Costs shall not exceed the amount quoted by the Bidder. Portable Classroom Demolition Services shall include all costs including but not limited to the following: fuel; labour; vehicle maintenance; meals for staff; and, accommodation for staff. Relocation from school site to off-site demolition location shall be extra and costs will be finalized between the Supplier and Client.

2.15 Project Management Services

The Supplier shall provide, where required by the Client, project management Services to oversee the Demolition of Portable Classrooms. The Client projects will vary in size from small, medium, and/or large quantity requirements. This service will be at no additional cost to the Client.

The Supplier shall work with the Client to establish a defined set of Deliverables specific to their Service requirements which may include, but not be limited to:

- Project timelines, and hours of work;
- Tasks and milestones;
- Progress reports;
- Quantity and custom requirements of Portable Classrooms; and,
- Total fixed cost.

2.16 On-site Services

The Supplier shall work co-operatively and collaboratively with the Client, other organizations and/or regulatory bodies that may be onsite at the same time the Service is being provided.

2.17 Order Management

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

- Client's Enterprise Resource Planning ("ERP") solution;
- Electronic commerce;
- Electronic Data Interchange ("EDI");
- Purchase Order; and,
- Work Order.

2.17.1 Electronic Commerce

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

2.17.2 No Minimum Order

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

2.17.3 Delivery, Truck Time or Travel Time Charges

Delivery, truck time or travel time charges of any kind (e.g. for initial meetings, co-ordination, follow up, return trips) will **not** be accepted or paid.

The Client will not be responsible for any of these service delivery activities.

2.17.4 Damaged Goods and Property

The Supplier shall ensure the Portable Classroom Demolition Services and/or other requirements to complete the Services meet the Client's specified quality levels and specifications.

The Supplier will be responsible for any damage caused in the delivery of the Services and will bear all costs to remedy such damage in an expeditious manner.

2.17.5 Lead Time

The maximum lead time for Service delivery is six (6) weeks from the date of order to Client's specified location. Services will be as required by Clients unless otherwise mutually agreed upon.

2.18 Invoicing

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

- Client purchase order number (if applicable) and order date;
- Institution name and location (i.e. college/university name and campus, school board and school);
- Description of Service provided and Rates; and,
- HST and total cost.

2.18.1 Payment Terms and Methods

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

Note – The 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, Visa Payables Automation (via ghost card) or Electronic Funds Transfer ("EFT") at no extra charge to the Client.

Where there is a question of non-performance by the Supplier, payment in whole or in part may be withheld by the Client. In the event that the Client is entitled to a discount for prompt payment, the withholding of payment as provided herein shall not deprive the Client from take such discount.

2.18.2 Electronic Funds Transfer

The Supplier shall provide upon request from the Client, the necessary banking information to enable EFT for any related invoice payments including, 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.

2.19 Customer Support to Clients

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

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

2.20 Agreement Management Support to OECM

OECM will oversee the resulting Agreement and the Supplier shall provide appropriate Agreement management support which may include, but not be limited to:

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

2.20.1 Sales Reports

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

- Client's organization name;
- Client's sector (College, School Board, University or other BPS);
- Client's address where Service occurred;
- Rates and Total cost (subtotal excluding taxes);
- Savings; and,

- CRFs.

2.20.2 Reporting to OECM

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

- Sales reports (monthly);
- CSA status (monthly);
- Performance management reporting (quarterly);
- Savings (monthly); and,
- Other ad hoc reports requested by OECM.

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

2.20.3 Supplier's Performance Management Scorecard

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

- On time delivery of high quality Services at the Agreement Rates;
- Exceptionally high Client satisfaction levels are maintained;
- On-time Agreement activity reporting to OECM;
- On-time Cost Recovery Fee ("CRF") remittance; and,
- Continuous improvement.

During the Term, the Supplier shall collect and report the agreed upon Service Level Agreements ("SLAs") as requested by OECM (but not exceeding quarterly reporting). The Supplier's Performance Management Scorecard and other key performance indicators ("KPI's") will be used to measure the Supplier's performance throughout the Term of the Agreement, ensuring Clients receive quality services. The Supplier's performance score will be considered when OECM contemplates Agreement decisions, such as:

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

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

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

A Client may, when executing a CSA, seek other KPI's and SLAs.

2.21 Rate Management

The proposed Service Rates per Zone shall be firm maximum Rates until April 2019.

2.21.1 Optional Rate Refresh During the Term of the Agreement

OECM's goal is to keep Rates as low as possible for Clients. However, the Supplier may request a Rate refresh on the anniversary date of the Agreement and every anniversary thereafter until the final Rate refresh date. The Supplier shall provide a written notice to OECM at least one-hundred-and-twenty (120) days prior to the anniversary date annually thereafter if requesting a Rate refresh.

As part of any review OECM will consider Rate adjustments that reflect changes in operation, adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, substantial fluctuations in foreign exchange Rates as published by Bank of Canada, or ordinances. Any Rate refresh request from a Supplier must be accompanied and supported by appropriate documentation (e.g. detailed calculations and individual Client impact analysis) to support any Rate adjustment. OECM may use a third party index (e.g. Consumer Price Index) in its Rates review. OECM will not consider any fixed costs or overhead adjustments in its review.

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

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

If, however, a proposed Rate increase is not accepted by OECM the Agreement shall be terminated within one-hundred and twenty (120) days unless the Supplier agrees to withdraw its request for a Rate increase and continue the provision of the Services at the lower agreed upon Rates.

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

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

Agreements will be amended accordingly

2.21.2 Optional Process to Add Other Services

During the Term of the Agreement, if mutually agreed by OECM and the Supplier, other Services (e.g. demolition of multi-packs) may be added to the Agreement to align with Client needs.

Additional Service requests from the Supplier must be accompanied by appropriate documentation (e.g. detailed calculations, Service description, original equipment manufacturer, part numbers, and rationale for the addition).

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

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

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

Agreements will be amended accordingly, if necessary.

2.22 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 effective date of Agreement if applicable.

In addition to the monthly sales reports, the Supplier shall also provide any cost savings a Client has received through the Request for Services process or otherwise.

2.23 OECM Cost Recovery Fee

As a not-for-profit/non-share corporation, OECM recovers its operating costs from its agreements through a CRF. CRFs from the resulting Agreement from this RFT 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 2% on all Services invoiced by the Supplier to the Clients through the Term of the Agreement. The CRF shall be paid to OECM on a quarterly basis based on the calendar year. HST is applicable to the CRF payments made to OECM.

The first CRF shall be paid to OECM by May 1, 2018, and shall include any Client purchases made between the Agreement execution date and April 30, 2018. The CRF shall be paid quarterly thereafter.

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

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

The supplier should pay the CRF to OECM via Electronic Funds Transfer.

[End of Part 2]

PART 3 - EVALUATION OF BIDS

3.1 Stages of Bid Evaluation

OECM will conduct the evaluation of Bids in the following five (5) stages:

Stages	Evaluation	Scoring Methodology and Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	Pass/Fail	Pass
Stage II	Commercial Response	100	Not Applicable
Stage III	Tie Break	No Point Allocation	Not Applicable
Stage IV	Discussions with Preferred Bidder(s)	No Point Allocation	Not Applicable

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

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

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

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

A Bid must include the following five (5) appendices:

Appendix	Title of Appendix	Method of Submission
Appendix B	Form of Offer	Complete within OTP
Appendix C	Commercial Response	Upload to OTP
Appendix D	References	Complete within OTP
Appendix F	Consortium Information Form	Complete within OTP, if applicable
Appendix G	Compliance with Agreement	Upload to OTP
Appendix J	Service Coverage	Upload to OTP

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

The Bidder will not be able to submit a Bid after the Closing Date.

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

3.2.1 Form of Offer – Appendix B (Qualification Response Form)

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

- (a) Conflict of Interest

In addition to the other information and representations made by each Bidder in the Form of Offer, each Bidder must declare whether it has an actual or potential Conflict of Interest. If, at the sole and absolute discretion of OECM, the Bidder 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 Bid submitted by the Bidder.

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

(b) Insurance

By completing the Form of Offer, the Bidder agrees, if selected, to carry appropriate insurance as outlined in Appendix A – Form of Agreement. If further requested from OECM, the Preferred Bidder must provide current 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 Bidder in the event that OECM determines that the Bidder made a misrepresentation or submitted any inaccurate or incomplete information in the Form of Offer.

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

3.2.2 Commercial Response – Appendix C (Qualification Response Form)

The Appendix C – Commercial Response must be completed, and uploaded in Microsoft Excel file format into OTP by the Bidder in accordance with the instructions contained below and in Appendix C; provided that the following shall apply:

- The Bidder shall propose maximum Rates for Services applicable to all Clients;
- The proposed Rates shall be proposed per Zone;
- Unless otherwise stated, all Rates shall be provided in Canadian funds and shall include all applicable, overhead, materials, office support, profit, permits, licences, labour, insurance, travel, and Workplace Safety Insurance Board costs;
- All Rates shall be quoted exclusive of the HST, or other similar taxes; and,
- In the event of any discrepancy in the Rates within a Bid, the lowest Rate submitted shall prevail.

The Bidder is deemed to confirm that it has prepared its Bid with reference to all of the provisions of the RFT, 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 Commercial Response.

3.2.3 References – Appendix D (Qualification Response Form)

Each Bid shall include a fully completed Appendix D – References within OTP.

Reference checks will be conducted to confirm or clarify information provided within the Bid. The reference checks will not be scored.

The Bidder's provision of References is deemed to be consent to allow OECM to contact the organizations and the individuals named.

3.2.4 Consortium Information Form – Appendix F (Qualification Response Form, if Applicable)

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

3.2.5 Compliance with Agreement – Appendix G (Qualification Response Form)

The Appendix G – Compliance with Agreement must be completed, and uploaded into OTP along with the Bidder's Bid.

3.2.6 Service Coverage – Appendix J (Qualification Response Form)

The Appendix J – Service Coverage must be completed, and uploaded into OTP along with the Bidder's submission. This Appendix will not be scored, however, it must be completed in order to clearly state which of OECM's Education Clients the Bidder will be able to serve. Services offered by the Bidder to a limited number of Clients will not preclude the Bidder from award consideration.

3.3 Stage II – Commercial Response

At the completion of Stage I of the evaluation, the Rates (i.e. Appendix C - Commercial Response) will be opened for all Eligible Bids.

Rates for proposed Services will be evaluated independently for each of the five (5) Zones as defined in Appendix H.

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

Commercial Response Components	Zones				
	East	West	Central	North East	North West
<i>Per unit rate for on-site demolition</i>					
1. Based on a single portable classroom	80	80	80	80	80
2. Based on 2-3 portable classrooms per single site	5	5	5	5	5
3. Based on 4-5 portable classrooms per single site	5	5	5	5	5
<i>Per unit rate for off-site demolition</i>					
4. Based on a single portable classroom	5	5	5	5	5
5. Based on 2-3 portable classrooms per demolition occurrence at the same off-site location	2.5	2.5	2.5	2.5	2.5
6. Based on 4-5 portable classrooms per demolition occurrence at the same off-site location	2.5	2.5	2.5	2.5	2.5
TOTAL AVAILABLE POINTS PER ZONE:	100	100	100	100	100

Note: Cost of transportation to off-site demolition facility for items 4-6 above is extra.

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

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

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

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR DEMOLITION OF ONE (1) PORTABLE CLASSROOM		
Proposed Rates	Calculation	Resulting Points

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR DEMOLITION OF ONE (1) PORTABLE CLASSROOM		
Proposed Rates	Calculation	Resulting Points
If Bidder 1 proposes the lowest Rate of \$100.00 for a single Portable Classroom Demolition, it would receive 100% of the points allocated.	$\$100.00 \div \100.00×12 Points	12
If Bidder 2 proposes the second lowest Rate of \$200.00 for a single Portable Classroom Demolition, it would receive 50% of the points allocated.	$\$100.00 \div \200.00×12 Points	6
If Bidder 3 proposes the third lowest Rate of \$400.00 for a single Portable Classroom Demolition, it would receive 25% of the points allocated.	$\$100.00 \div \400.00×12 Points	3

Where:

- o \$0.00 is entered in any Rate cell, it is deemed to mean that the particular Service **will be provided to Clients at no cost**. Therefore, when evaluating and scoring the Rates, a Bid specifying \$0.00 in a Rate cell in Appendix C – Commercial Response shall receive the maximum point allocation for that particular Service.
- o The remaining Bidders will be evaluated, also using a relative formula, based on the remaining percentage of available points. For example, in a hypothetical situation where five (5) Bids were received and one (1) Bidder proposed \$0.00 Rate for a particular Service, that Bidder will receive the maximum sub-point allocation, and the remaining four (4) Bidders will be evaluated based on eighty percent (80%) of the available sub-point allocation.
- o In a hypothetical situation where five (5) Bids were received and two (2) Bidders proposed \$0.00 Rate for a particular Service, these Bidders will receive the maximum sub-point allocation, and the remaining three (3) Bidders will be evaluated based on sixty percent (60%) of the available sub-point allocation.
- o N/A or not applicable or is left blank in any cell for the Service, it is deemed to mean that the particular Service **will not be provided** to Clients. Therefore, when evaluating and scoring the Rates, a Bid specifying N/A or not applicable, or left blank in Appendix C - Commercial Response will receive a zero (0) point allocation for that particular pricing component.

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

The scores for each Rate component will be totaled, by Zone, for each Eligible Bid. Subject to the express and implied rights of OECM, the Bidders with the highest scoring Bids per Zone will be invited to enter into further discussions as described in Section 3.5.

3.4 Stage III – Tie Break Process

At this stage, where two (2) or more of the highest scoring Bids achieve a tie score on completion of the Stage II, OECM will enter into discussions with both Bidders.

3.5 Stage IV – Discussions with Preferred Bidders

At the conclusion of the Stage III, OECM may invite the highest scoring Bidders to enter into formal discussion. These discussions will be based on the RFT requirements, and the Bidder's Bid understanding OECM is seeking the best overall solution and value for Clients.

The areas of discussion may include:

- Services (e.g. performance, SLAs, KPI's, reporting);
- Clarifications, if necessary;

- Agreement terms and conditions; and,
- Additional references, if required.

These discussions may include requests by OECD for supplementary information from the Bidder to verify, clarify or supplement the information provided in its Bid or confirm the conclusions reached in the evaluation.

OECD intends to finalize discussions within fifteen (15) calendar days after notification. If, for any reason, OECD and the Bidder fail to reach an agreement within the aforementioned timeframe, OECD may at its sole and absolute discretion or to terminate discussions with that particular Bidder.

Once the Bidder and OECD reach an agreement, the Bidder will become the Preferred Bidder and will be invited to execute the Agreement.

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

3.6 Agreement Finalization

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

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

3.7 Notification to Other Bidders

Once the Agreement is executed between OECD and the Preferred Bidder, the other Bidders will be notified directly in writing and by public posting in the same manner that the RFT was originally posted, of the outcome of the procurement process and the award of the Agreement.

3.8 Agreement Launch and Marketing

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

OECD 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 OECD 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 RFT PROCESS

4.1 General Information and Instructions

4.1.1 RFT Timetable

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

RFT Timetable	
Event	Date/Time
OECM's Issue Date of RFT	February 12, 2018
Bidder's Information and OTP Demonstration Session	11:00 am on February 20, 2018
Bidder's Deadline for Questions	5:00 pm on February 23, 2018
OECM's Deadline for Issuing Answers	March 1, 2018
Bidder's Deadline for Questions Pertaining to <u>Issued Documents only</u>	5:00 pm on March 5, 2018
OECM's Deadline for Issuing Final Addenda	March 9, 2018
Closing Date	2:00:00 pm on March 16, 2018
Agreement Start Date	April 2, 2018

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

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

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

4.1.2 Bidder's Information and OTP Demonstration Session

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

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

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

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

Information provided during this session will be posted on OTP.

In the event of a conflict or inconsistency between the Bidder Information Session and the RFT, the RFT shall prevail.

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

4.1.3 Bidder to Follow Instructions

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

4.1.4 Bids in English

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

4.1.5 OECM's Information in RFT Only an Estimate

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

It is the Bidder's responsibility to avail itself of all the necessary information to prepare a Bid in response to this RFT.

4.1.6 Bidder's Costs

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

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

4.2 Communication after RFT Issuance

4.2.1 Communication with OECM

All communications regarding any aspect of this RFT must be sent to OECM as Messages in OTP.

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

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

4.2.2 Bidder to Review RFT

The Bidder shall promptly examine this RFT 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 Bidder's Deadline for Questions to OECM.

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

In answering a Bidder's questions, OECM will set out the question, without identifying the Bidder 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 Bidders only once.

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

To ensure the Bidder clearly understand issued addenda, OECM allows Bidders 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 Bidder to seek clarification, by submitting questions through OTP to OECM, on any matter it considers to be unclear. OECM shall not be responsible for any misunderstanding on the part of the Bidder concerning this RFT or its process.

4.2.3 Bidder to Notify

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

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

The Bidder shall not:

- After submission of a Bid, 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 RFT; and,
- Claim that OECM is responsible for any of the circumstances listed in Section 4.2.2 of this RFT.

4.2.4 All New Information to Bidders by way of Addenda

This RFT 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 RFT, such information will be communicated to all Bidders by addenda on OTP. Each addendum shall form an integral part of this RFT.

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

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

The Bidder who intends to respond to this RFT is requested not to cancel the receipt of addenda or amendments option provided by OTP, since it must obtain all of the information documents that are issued on OTP.

In the event that the Bidder chooses to cancel the receipt of addenda or amendments, its Bid may be rejected.

4.3 Bid Submission Requirements

4.3.1 General

The Bidder shall submit its Bid through OTP at:

<https://ontariotenders.bravosolution.com/esop/nac-host/public/web/login.html>.

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

- Email at eTenderhelp_CA@bravosolution.com; or,
- By phone at 866-722-7390.

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

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

The Bidder will not be able to submit a Bid **after** the Closing Date, as OTP will close the access to the RFT on the Closing Date.

A Bid sent by email, facsimile, mail and/or any other means other than stated in this RFT 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 RFT may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFT.

4.3.2 Bid Submission Requirements

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

- **Qualification Response must include:**
 - Appendix B – Form of Offer completed within OTP;
 - Appendix D – References completed within OTP;
 - Appendix F – Consortium Information Form (if applicable) completed within OTP;
 - Appendix G – Compliance with Agreement completed and uploaded to OTP; and,
 - Appendix J – Service Coverage completed and uploaded to OTP.
- **Commercial Response must include:**
 - Appendix C – Commercial Response completed and uploaded to OTP.

4.3.3 Other Bid Considerations

In preparing its Bid, the Bidder should adhere to the following:

- Information contained in any embedded link will not be considered part of a Bid, and will not be evaluated or scored; and,
- The Bid should be complete in all respects. Bid evaluation and scoring applies only to the information contained in the Bid, or accepted clarifications as set out in Section 4.3.12 Clarification of Bids.

4.3.4 Bid Receipt by OECM

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

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

4.3.5 Withdrawal of Bid

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

4.3.6 Amendment of Bid on OTP

A Bidder may amend its Bid after submission through OTP, but only if the Bid is amended and resubmitted **before** the Closing Date.

4.3.7 Completeness of Bid

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

4.3.8 Bids Retained by OECM

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

4.3.9 Acceptance of RFT

By submitting a Bid, a Bidder agrees to accept the terms and conditions contained in this RFT, and all of the representations, terms, and conditions contained in its Bid.

4.3.10 Amendments to RFT

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

4.3.11 Bids will not be Opened Publicly

Bidders are advised that there will not be a public opening of this RFT. OECM will open Bids at a time subsequent to the Closing Date and Time.

4.3.12 Clarification of Bids

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

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

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

4.3.13 Verification of Information

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

- Verify any Bidder's statement or claim made in its Bid 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 Bidder statement or claim, if such statement or claim or its Bid is patently unwarranted or is questionable; and,
- Access the Bidder's premises where any part of the work is to be carried out to confirm Bid information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Bidder and OECM shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. OECM and the Bidder shall each bear its own costs in a connection with access to each other's premises.

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

4.3.14 Bid Acceptance

The Bid with the lowest Rates or any Bid shall not necessarily be accepted. While Rates will be evaluated, other requirements as set out in Part 3 will form a part of the evaluation process.

4.3.15 RFT Incorporated into Bid

All provisions of this RFT are deemed to be accepted by each Bidder and incorporated into each Bid.

4.3.16 Exclusivity of Contract

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

4.3.17 Substantial Compliance

OECM shall be required to reject Bids, which are not substantially compliant with this RFT.

4.3.18 No Publicity or Promotion

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

In the event that a Bidder, including the Preferred Bidder, 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 RFT, OECM shall be entitled to take all reasonable steps as may be deemed necessary by OECM, including disclosing any information about a Bid, to provide accurate information and/or to rectify any false impression which may have been created.

4.4 Timelines, Notification and Debriefing

4.4.1 Selection of Bidder

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

The Preferred Bidder shall execute the Agreement in the form attached to this RFT with any finalized changes resulting through discussions with OECM (if any), and satisfy any other applicable conditions of this RFT within five (5) days following the completion of the selection process. This provision is solely to the benefit of OECM and may be waived by OECM at its sole discretion.

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

4.4.2 Failure to Enter Into Agreement

The Bidder should note that if the Bidder and OECM cannot execute the Agreement within the allotted twenty (20) days, OECM will terminate discussions with the Bidder.

In accordance with the process rules in this Part 4 – Terms and Conditions of this RFT, there will be no legally binding relationship created with any Bidder 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 discussions with the next-best-ranked Bidder. Once the above-noted timeframe lapses, OECM may discontinue further discussions with that particular Bidder. This process shall continue until a contract is formalized, until there are no more Bidders remaining that are eligible for consideration, or until OECM elects to cancel the RFT process.

4.4.3 Notification to Other Bidders

Once an Agreement is executed between OECM and a Preferred Bidder, the other Bidders will be notified directly in writing and shall be notified by public posting in the same manner that the RFT was originally posted of the outcome of the procurement process and the award of the contract.

4.4.4 Agreement

If an Agreement is awarded to a Preferred Bidder as a result of this RFT process;

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

4.4.5 Debriefing

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

4.4.6 Bid Dispute Resolution

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

Any request that is not timely received will not be considered and the Bidder 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 Bidder's arguments and supporting documentation; and,
- The Bidder's requested remedy.

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

4.5 Prohibited Communications, Confidential Information and FIPPA

4.5.1 Confidential Information of OECM

All correspondence, documentation, and information of any kind provided to any Bidder in connection with or arising out of this RFT or the acceptance of any Bid:

- 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 RFT and for the fulfillment of any related subsequent agreement; and,
- Must be returned to OECM upon request.

4.5.2 Confidential Information of the Bidder

Except as provided otherwise in this RFT, or as may be required by Applicable Laws, OECM shall treat the Bid 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 RFT process, OECM or any of its representatives or agents shall be under no obligation to execute a confidentiality agreement.

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

4.5.3 Bidder's Submission

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

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

4.5.4 Personal Information

Personal Information shall be treated as follows:

- Submission of information – The Bidder should not submit as part of its Bid 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 Bidder 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 Bidder 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 Bidder 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 Bidders. A Bidder should identify any information in its Bid or any accompanying 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 Bid, including any Personal Information requested in this RFT, Bidders 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 Bid must be prepared without conspiracy, collusion, or fraud. For more information, refer to the Competition Bureau website at <http://www.competitionbureau.gc.ca/eic/site/cb-bc.nsf/eng/home> and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34.

4.5.8 Trade Agreements

The Bidder should note that procurements coming within the scope of either Chapter 5 of the Canadian Free Trade Agreement, Chapter 19 of the Comprehensive Economic and Trade Agreement ("CETA") or within the scope of the Trade and Cooperation Agreement between Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFT.

For more information, refer to the following:

Canadian Free Trade Agreement website at <https://www.cfta-alec.ca/>;

Trade and Cooperation Agreement between Quebec and Ontario at <https://www.cfta-alec.ca/wp-content/uploads/2017/07/OQTCA-Consolidated-Jan-24-2017.pdf>; and

Comprehensive Economic and Trade Agreement at <http://www.international.gc.ca/gac-amc/campaign-campagne/ceta-aecg/index.aspx?lang=eng>.

4.5.9 Intellectual Property

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

4.5.10 Disqualification for Misrepresentation

OECCM may disqualify the Bidder or rescind an Agreement subsequently entered if the Bidder's Bid contains misrepresentations or any other inaccurate, misleading or incomplete information.

4.5.11 References and Past Performance

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

4.5.12 Cancellation

OECCM may cancel or amend the RFT process without liability at any time.

4.6 Reserved Rights and Governing Law of OECCM

4.6.1 General

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

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

- (g) Disqualify a Bid where the Bidder has or the principals of a Bidder 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 Bidder has been charged or convicted of an offence in respect of a contract with OECM, or the Bidder reveals a Conflict of Interest or Unfair Advantage in its Bid or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM;
- (h) Disqualify any Bid of any Bidder who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFT, including where there is any evidence that the Bidder or any of its employees or agents colluded with any other Bidder, its employees or agents in the preparation of the Bid;
- (i) Make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner set out in this RFT;
- (j) Accept or reject a Bid if only one (1) Bid is submitted;
- (k) Reject a Subcontractor proposed by a Bidder within a Consortium;
- (l) Select any Bidder other than the Bidder whose Bid reflects the lowest cost to OECM;
- (m) Cancel this RFT process at any stage and issue a new RFT 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 Bid Rates exceed the bid Rates received by OECM for Services acquired of a similar nature and previously done work,
 - o the Bid Rates exceed the costs OECM or its Clients would incur by doing the work, or most of the work, with its own resources,
 - o the Bid Rates 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,
 - o and where OECM cancels this RFT, OECM may do so without providing reasons, and OECM may thereafter issue a new Request for Tenders, request for qualifications, sole source, or do nothing.
- (n) Discuss with any Bidder different or additional terms to those contained in this RFT or in any Bid;
- (o) Accept any Bid in whole or in part;
- (p) Disqualify a Bidder whose Bid does not include Rates on the submitted Appendix C – Commercial Response; or,
- (q) Reject any or all Bids in its absolute discretion, including where a Bidder 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 Bidder or any third party resulting from OECM exercising any of its express or implied rights under this RFT.

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

4.6.2 Rights of OECM – Preferred Bidder

In the event that the Preferred Bidder fails or refuses to execute the Agreement within the allotted time from being notified of its position as the Preferred Bidder, 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 Bidder from further consideration and begin discussions with the next highest scoring Bidder without becoming obligated to enter into discussions with all Bidders; or
- Exercise any other applicable right set out in this RFT, including but not limited to, cancelling the RFT and issuing a new RFT for the same or similar Services.

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

4.6.3 No Liability

The Bidder agrees that:

- Any action or proceeding relating to this RFT process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Bidder 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 RFT 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 RFT.

The Bidder further agrees that if OECM commits a material breach of OECM's obligations pursuant to this RFT, OECM's liability to the Bidder, 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 Bid preparation costs that the Bidder seeking damages from OECM can demonstrate. In no event shall OECM be liable to the Bidder for any breach of OECM's obligations pursuant to this RFT, which does not constitute a material breach thereof. The Bidder acknowledges and agrees that the provisions of the *Broader Public Sector Accountability Act, 2010* shall apply notwithstanding anything contained herein.

4.6.4 Assignment

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

4.6.5 Entire RFT

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

4.6.6 Priority of Documents

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

4.6.7 Governing Law

The terms and conditions in this Part 4:

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

[End of Part 4]

APPENDIX A – FORM OF AGREEMENT

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

APPENDIX B – FORM OF OFFER

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

APPENDIX C – COMMERCIAL RESPONSE

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

APPENDIX D – REFERENCES

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

APPENDIX E – SUPPLIER’S PERFORMANCE MANAGEMENT SCORECARD

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

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

During the Term, the Supplier shall collect and report the agreed upon SLAs as requested by OECM (but not exceeding quarterly reporting). The Supplier’s Performance Management Scorecard and other performance indicators will be used to measure the Supplier’s performance throughout the Term of the Agreement, ensuring Clients receive quality services. Detailed SLAs will be established and agreed upon at Agreement finalization between OECM and the Preferred Bidder.

The Supplier shall provide to OECM and Clients quarterly reports (or as requested), setting out the following Key Performance Indicators (KPI’s). These KPI’s will be measured, reported, reviewed and acted upon regularly throughout the Term of the Agreement:

Item	Indicator	Expected Outcome
Project Management		
Final cost	Supplier should complete the project within agreed quoted budget	98% are completed within the budget
Timeliness	Supplier should complete the project within agreed timeframe	98% are completed within the timeframe
Capacity: Availability of the Resources to meet Client’s needs	Supplier shall have its resources available to Clients to meet projects requirements	98% are completed with requested resources
Customer Service		
Client satisfaction survey results	Including number of complaints, number of resolutions, conduct of staff on-site, reporting on time	98% customer satisfaction level
Order Processing		
Invoice accuracy	Accuracy of final invoice as compared to quote	98% of accuracy

Other KPIs, as mutually agreed upon between the Supplier and OECM, may be added during the Term of the Agreement. A Client may, when executing a CSA, seek other KPIs and SLAs.

OECM related KPI’s:

Section	OECM Performance Metrics	Performance Target
1	Reporting	
	1.1 On time Spend Report Submissions	On time
	1.2 On time CSA Status reports Submissions	On time
	1.3 Executed CSAs received within one (1) week of execution	On time
2	Administration Fee Payment Remittance	
	2.1 On time payment remittance	On time
3	Agreement Management	
	3.1 Response time to OECM inquiries	24 hours
	3.2 On time Price Refresh submissions	On time

The Supplier’s scores will be totalled for all KPIs, and the resulting score (i.e. unacceptable, fair, acceptable, very good and excellent) will be used when contemplating Agreement activities.

The Supplier’s performance management score will be used by OECM when contemplating Agreement activities, such as:

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

APPENDIX F – CONSORTIUM INFORMATION FORM

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

APPENDIX G – COMPLIANCE WITH AGREEMENT

To: OECM

From: [Insert Bidder's Name]

The Bidder **must** complete and upload this Appendix into OTP along with its Bid.

For each article/section of the Agreement listed, the Bidder should set out whether or not the Bidder has read and understood that article/section and whether or not the Bidder 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 Bidder is not prepared to agree to any article/section as written in Appendix A – Form of Agreement, the Bidder is required to describe its concern with that article/section and indicate the types of changes that Bidder would seek to that article/section.

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

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

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

Please refer to the RFT Section 1.17 (Definitions - for a definition of Agreement), Section 1.4 (Type of Agreement for Deliverables), and Section 3.6 (Agreement Finalization).

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 Cost Recovery Fee				
4.09	Interest on Late Payment				
4.10	Document Retention and Audit				

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 Services				
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				

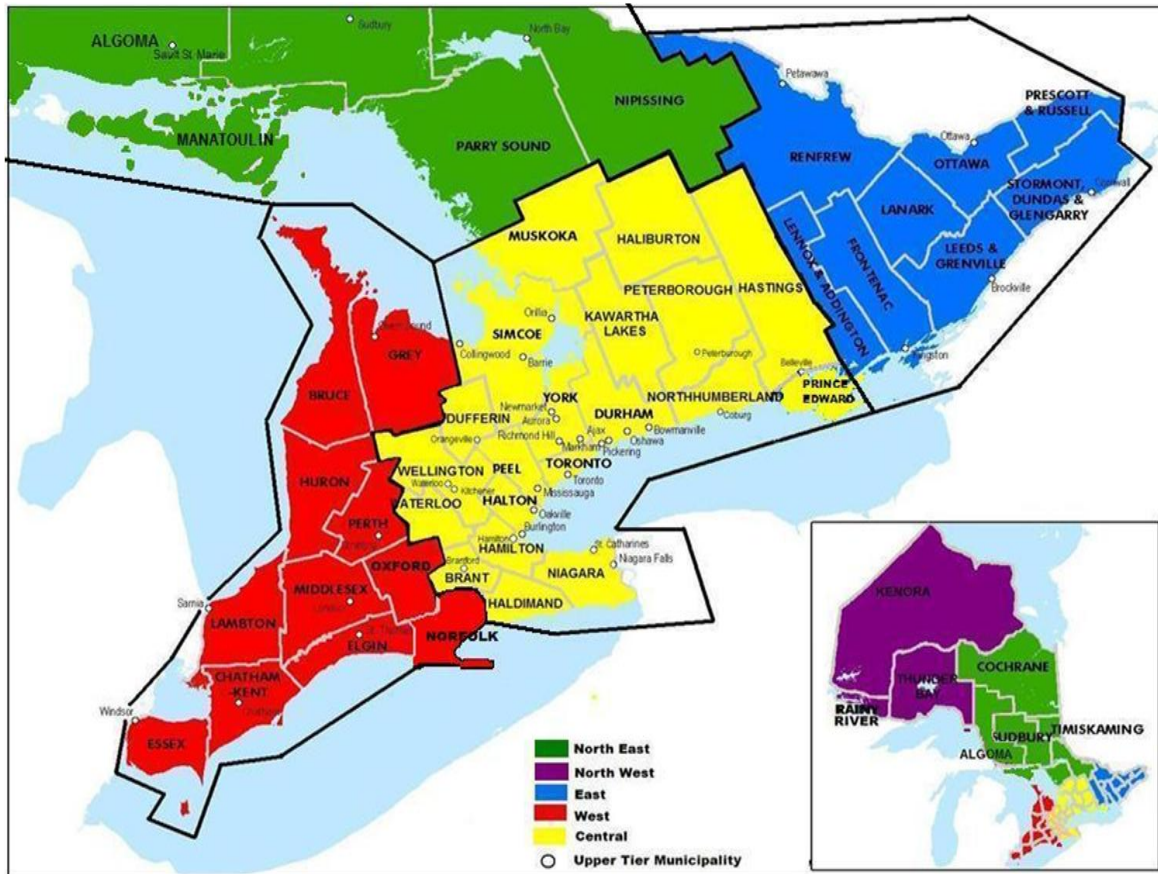
Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
8.05	Supplier's Payment Upon Termination				
8.06	Scope of Termination Rights				
8.07	Expiry, Client-Supplier Agreement Survival and Extension of Contract				
8.08	Alternative Dispute Resolution				
Schedule 1 (Services, Supplementary Provisions, and Rates)					
Appendix A – Services and Supplementary Provisions		N/A	N/A	N/A	N/A
Appendix B – Rates		N/A	N/A	N/A	N/A
Appendix C – Supplier's Performance Management Scorecard		N/A	N/A	N/A	N/A
Schedule 2 (Client-Supplier Agreement)					
Appendix A – Services and Supplementary Provisions					
Appendix B – Rates					
Article 1 – Definitions					
Article 2 – The Master Agreement					
Article 3 – Representatives for Client-Service Agreement					
Article 4 – Term of CSA					
Article 5 – Services, 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					

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
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 Amendment Only				
12.4	Section 217 Education Act et. al.				
12.5	Criminal Records Check				
12.6	Purchasing Policies and Guidelines				
12.7	Harassment and Assault				
APPENDIX A – SERVICES 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.

APPENDIX H – OECM GEOGRAPHICAL ZONES

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



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

Zones	School Board Clients			College Clients	University Clients
Central	Brant Haldimand Norfolk Catholic DSB	Hamilton-Wentworth DSB	Waterloo Catholic DSB	Centennial College	Brock University
	Conseil Scolaire Catholique Mon Avenir	Hastings and Prince Edward DSB	Waterloo Region DSB	Conestoga College Institute of Technology and Advanced Learning	University of Guelph
	Conseil Scolaire Viamonde	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		Loyalist College of Applied Arts and Technology	Trent University
	Grand Erie DSB	Simcoe Muskoka Catholic DSB		Mohawk College of Applied Arts and Technology	University of Ontario Institute of Technology
	Halton Catholic DSB	Toronto Catholic DSB		Niagara College of Applied Arts and Technology	University of Waterloo
	Halton DSB	Toronto DSB		Seneca College of Applied Arts and Technology	University of Western Ontario
	Hamilton-Wentworth Catholic DSB	Trillium Lakelands DSB		Sheridan Institute of Technology and Advanced Learning	Wilfrid Laurier University
	Upper Grand DSB		Sir Sandford Fleming College	York University	
East	Algonquin and Lakeshore Catholic DSB	CSD des écoles publiques de l'Est de l'Ontario	Renfrew County Catholic DSB	The Algonquin College of Applied Arts and Technology	Carleton University
	Catholic DSB of Eastern Ontario	Limestone DSB	Renfrew County DSB	La Cité collégiale	University of Ottawa
	CSD catholique de l'Est Ontarien	Ottawa Catholic DSB	Upper Canada DSB	Royal Military College of Canada	Queen's University
	CSD catholique du Centre-Est de l'Ontario	Ottawa-Carleton DSB		St. Lawrence College of Applied Arts and Technology	Dominican College Of Philosophy & Theology
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	Canadore College of Applied Arts and Technology	Laurentian University
	CSD catholique du Nouvel-Ontario	Huron-Superior Catholic DSB	Rainbow DSB	Collège Boréal	Nipissing University
	CSD catholique Franco-Nord	Near North DSB	Sudbury Catholic DSB	Sault College	
	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	Huron-Perth Catholic DSB	Thames Valley DSB	Fanshawe College of Applied Arts and Technology	University of Windsor
	Bluewater DSB	Lambton Kent DSB	Windsor-Essex Catholic DSB	Lambton College of Applied Arts and Technology	
	Bruce-Grey Catholic DSB	London District Catholic SB		St. Clair College of Applied Arts and Technology	
	Greater Essex County DSB	St. Clair Catholic DSB			

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

APPENDIX J – SERVICE COVERAGE

Appendix J – Service Coverage is attached as a separate document, which must be completed and uploaded to OTP. This Appendix will not be scored, however, it must be completed in order to clearly state which of OECM's Education Clients the Bidder will be able to serve.