



Ontario Education
Collaborative Marketplace

Marché Éducationnel
Collaboratif de l'Ontario

PURCHASING CARD PROGRAM

REQUEST FOR PROPOSALS

Issued by: Ontario Education Collaborative Marketplace

OECM Request for Proposals Number: 2012-171

Request for Proposals Issued On: Tuesday, December 4, 2012

Proposal Submission Deadline: 2:00:00pm on Friday, January 18, 2013 Local Time
in Toronto, Ontario, Canada

Ontario Education Collaborative Marketplace shall not be obligated in any manner to any Supplier whatsoever until a written agreement has been duly executed with a Supplier.

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposals (“RFP”) is an open invitation to prospective Proponents to submit Proposals for the provision of a Purchasing Card Program to support the Ontario Education Collaborative Marketplace (“OECM”) Clients.

The Purchasing Card Program will be available to publically funded School Boards, Colleges and Universities in Ontario (as set out in Appendix H), as well as Broader Public Sector entities.

As further described in Part 2 – Deliverables (the “Deliverables”), OECM’s requirements include, but are not limited to:

- An effective Purchasing Card Program;
- Purchasing Card Program management and support;
- An effective Software Tool to effectively manage and facilitate the Program;
- Flexible reporting functions, including customizable reporting options;
- Program and Software Tool training;
- Value added services, including the assistance in developing guidelines, policies or procedures.

This RFP is issued by OECM.

1.2 Ontario Broader Public Sector Procurement Directive

OECM and its Clients are obligated to adhere to the Ontario Broader Public Sector (BPS) Procurement Directive effective April 1, 2011 issued by the Ontario Management Board of Cabinet.

The purpose of the directive is:

- To ensure that publicly funded goods and services, including construction, consulting services, and information technology are acquired by BPS organizations through a process that is open, fair and transparent;
- To outline responsibilities of BPS organizations throughout each stage of the procurement process;
- To ensure that procurement processes are managed consistently throughout the BPS.

The directive applies to all School Boards, Colleges and Universities (SCUs) in Ontario.

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

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

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

1.3 Overview of Ontario Education Collaborative Marketplace

OECM, incorporated in 2006, leads collaborative strategic sourcing initiatives and promotes the adoption of leading integrated supply chain management practices.

OECM is a not-for-profit/non share corporation, partially funded by the government of Ontario and governed by a Board of Directors representing publicly funded education institutions as well as the business community. All OECM agreements meet the mandatory requirements of the BPS Procurement Directive. They are primarily designed for Ontario’s publicly funded educational institutions, but are also available to the BPS organizations and municipalities.

The education sector in Ontario spends an estimated \$4 billion annually on goods and services. OECMs common tendering and contracting approach facilitates product standardization and greater savings leverage, making it easier and less costly to procure goods and services. In this way, OECM provides participating SCUs with opportunities to realize both process and procurement savings, which will result in more funds being available for core academic activity.

SCUs who participate in OECMs strategic sourcing events will have access to high quality goods and services, and will achieve more efficient use of their own institutional resources.

OECM is governed by a Board of Directors comprised of representatives from SCUs, and the Ministries of Education, and Training, Colleges and Universities, as well as three (3) independent Directors. The Board plays a key role in governance, policy formulation, and decision-making.

OECM receives a cost recovery fee ("CRF") through its agreements with suppliers, which will ultimately lead to OECMs financial self-sufficiency.

Working in collaboration with Ontario's education sector and BPS Clients, OECM:

- Leads collaborative comprehensive strategic sourcing events to contract for goods and services on behalf of the education sector and other BPS organizations;
- Establishes agreements for products and services commonly used throughout the education sector;
- Provides relationship management services for all agreements developed by OECM throughout their lifecycle;
- Develops tools, guides and other materials to streamline or enhance access to and usage of OECM agreements;
- Conducts analysis and reporting to ensure adherence to supplier performance and agreement terms;
- Actively promotes adherence to the Ontario BPS Procurement Directive in all phases of the sourcing and agreement lifecycle.

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

1.4 Current and Upcoming Sourcing Initiatives

Below is a list of sourcing initiatives that OECM is currently working on which will be available for the Supplier community to bid on in the future.

- Banking Services
- Small Office and Multifunction Printers
- Custodial Supplies 2013

For further information about timelines, please visit:

http://www.oecm.ca/sourcing/institutions/sourcing_initiatives_calendar.pdf

OECM also has a variety of agreements in place with a variety of suppliers. For further information on these agreements, please visit:

http://www.oecm.ca/sourcing/institutions/awarded_contracts.html

1.5 Client Participation in OECM Agreements

Eighty-eight percent (89%) or one-hundred-and-five (105) SCUs and sixty-nine (69) BPS organizations are currently using OECM agreements. Participation in OECM agreements has been steadily growing, demonstrated by a growth in spend on OECM agreements by over 130% in 2011 compared to 2010. This clearly demonstrates that the Ontario education sector and other BPS organizations are achieving value and savings by using OECM agreements.

1.6 OECM Client Working Group

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

Client	Client's Website
Durham College/UoIT	www.dc-uoit.ca/
Humber College	www.humber.ca/
Loyalist College	www.loyalistcollege.com/
Niagara College	www.niagaracollege.ca/
Ryerson University	www.ryerson.ca/
Toronto District School Board	www.tdsb.on.ca/
Waterloo Region District School Board	www.wrdsb.ca/

1.7 Clients Activity

OECM supports one-hundred and eighteen (118) School Boards, Colleges and Universities in Ontario, as well as BPS entities.

Recently, OECM collected annual PCard Transaction activity from a sample of twelve (12) organizations. Of these twelve (12) organizations, four (4) are school boards, five (5) are colleges, two (2) are universities and one (1) is a BPS entity.

Note: the data for 'Number of Transactions by Range' was not obtained from two (2) organizations, hence impacting the results of the 'Average Transaction Size by Range'.

Annual Spend Ranges	Number of Clients by Range	Total Annual Spend by Range	Number of Transactions by Range	Average Transaction Size by Range	Total Number of PCards by Range
\$2,500,000 and less	5	\$7,302,792	29,252	\$249.65	888
\$2,500,001 to \$5,000,000	2	\$6,850,954	36,921	\$185.56	731
\$5,000,001 and up	5	\$31,729,924	184,135	\$172.32	6,532
Total	12	\$45,883,671	250,308	\$183.31	8,151

The above data **only represents about 7%** of OECM's Client base, as described in Section 1.5 of this RFP.

1.8 OECM Geographical Zones

OECM Clients are located in five (5) geographical Zones (as set out below) throughout the Province of Ontario. The Zones are also illustrated in Appendix H.

- Central Zone
- East Zone
- North East Zone
- North West Zone
- West Zone

1.9 School Boards, Colleges and Universities Zone Information

The approximate number of SCU's, students and employees in each Zone is set out below and further illustrated in Appendices I:

Zone	# of SCU's	Approximate # Students	Approximate # Employees
Central Zone	53	2,291,386	181,383
East Zone	18	505,605	36,641
North East Zone	21	304,760	21,842
North West Zone	11	199,314	14,785
West Zone	15	457,940	33,654
Totals:	118	3,759,005	288,305

1.10 Objectives

The objective of the resulting Agreement from this RFP is to ensure that Clients have access to a well established Purchasing Card Program. The Program will improve efficiencies, provide enhanced reporting and allow all Clients to leverage combined spend volumes of goods and services, which may include business travel as required by Clients.

Furthermore OECM is seeking, for its Clients:

- Access to a quality PCard Program which demonstrates value for money;
- Access to best practices in implementing and effectively managing a PCard program;
- A wide range of Products and services;
- Access to knowledgeable Suppliers with strong customer service;
- Increased compliance in reporting and PCard management;
- To reduce costs of competitive procurement processes associated with the provision of the services.

1.11 Type of Agreement

OECM intends to award one (1) Agreement. The Preferred Proponent shall be required to enter into an Agreement ("Agreement") substantially in the form of the Agreement attached in Appendix A Form of Agreement for the provision of the Deliverables to Clients.

The Term of the Agreement is intended to be for a period of five (5) years, with an option in favour of OECM to extend the Term of the Agreement on the same terms and conditions for up to two (2) additional periods of up to two (2) years each.

Clients, including BPS organizations, participating in the Agreements will execute Client-Supplier Agreements ("CSAs") with the Supplier as attached in Appendix A.

The Supplier and Client, when executing a CSA, will mutually agree to additional terms and conditions (e.g. Client's business hours, signature requirements, reporting, invoice formatting, payment terms, accessibility, security clearance checks). Please refer to section 3.11.3 of the RFP.

OECM intends that the Agreement will be signed on or about March 2013. The Agreement must be signed before the provision of any Deliverables commences.

1.12 Client-Supplier Agreements

To encourage the use of the Agreement resulting from this RFP, OECM and the Supplier will work together to engage Clients in this sourcing initiative.

OECM encourages the Supplier to actively market the Agreement to Clients by:

- Promoting OECM Agreement within the Client community;
- Executing CSAs with interested Clients;
- Providing enhanced customer service;
- Identifying improvement opportunities;
- Making available any subsequent upgrades or process improvements to all participating Clients at no additional change in Fees.

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

- Using online communication tools to inform and educate;
- Holding information sessions and or webinars, if appropriate;
- Attending, where appropriate, Client conferences, events and outreach activities;
- Facilitating CSA execution;
- Supporting relationships through effective contract management;
- Facilitating issue resolution;
- Continuously marketing improvement opportunities.

1.13 Proponent Consortium Information

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

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

1.14 No Guarantee of Volume of Work or Exclusivity of Agreement

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

Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP. Quantities described are estimates only and may not be relied on by the Proponents.

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

1.15 Rules of Interpretation

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

- Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender;
- Words in the RFP shall bear their natural meaning;

- References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of goods or services but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”;
- In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words;
- Unless otherwise indicated, time periods will be strictly applied;
- The following terminology applies in the RFP:
 - Whenever the terms “must” or “shall” are used in relation to OECM or the Proponents, such terms shall be construed and interpreted as synonymous and shall be construed to read “OECM shall” or the “Proponent shall”, as the case may be;
 - The term “should” relates to a requirement that OECM would like the Proponent to address in its Proposal.

1.16 Definitions

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

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

“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.

“Basis Points” means 0.01% (1/100th of a percent) or 0.0001 in decimal form (for example, 45 basis points is equal to 0.45%).

“Best and Final Offer” or **“BAFO”** means a process in which short listed Proponents are invited to submit a best and final offer on a process or section of the RFP to improve on their original Proposal submission. BAFO cannot be requested by a Proponent.

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

“Business 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.

“Cardholder” means the individual to whom a Purchasing Card is issued.

“Client” means Ontario School Boards, Colleges and Universities and potentially other Broader Public Sector organizations that may purchase the Deliverables under the resulting Agreement(s).

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

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

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

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

“Days” means calendar days.

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

“Deliverables” means a Product or service to be delivered as specified in this RFP.

“Eligible Proposal” means a Proposal that meets or exceeds a prescribed requirement, allowing it to proceed to the next stage of evaluation.

“Fees” means the prices for services relating to the Purchasing Card Program to be performed by the Supplier as outlined in Appendix C – Rate Bid Form.

“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.

“Ghost Card” means an account number linked to a purchasing account which an organization uses to conduct Transactions for goods and services with respect to which there is no physical card issued to Clients.

“Merchant” means a vendor that sells goods/services to a Client where the Product is used as the form of payment.

“Merchant Category Code” or **“MCC”** means the code assigned to a business by a credit card company. The code is used to classify the business by the type of goods or services it provides.

“Net Transaction Value” or **“NTV”** means the Net Transaction Volume under the Master Agreement, which is calculated as follows: the aggregate sum of all purchases minus the aggregate sum of all refunds and write-offs (as a result of fraudulent transactions), all of which are made or effected using Product issued under the Master Agreement.

“OECM” means the Ontario Education Collaborative Marketplace.

“Personal Information” or **“PI”** is defined in the Agreement.

“Preferred Proponent” means the Proponent that OECM has identified as the highest scoring Proponent in accordance with the evaluation process set out in this RFP.

“Product” means any and all Purchasing Cards, including Ghost Cards and Virtual Cards, which are issued to any Client during the term of the resulting Agreement.

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

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

“Proposal Submission Deadline” means the Proposal submission date and time as set out in Section 4.1.1 and may be amended from time to time in accordance with the terms of this RFP.

“Province” means the Province of Ontario.

“Purchasing Card” or **“PCard”** means any charge card, including Ghost Cards and Virtual Cards, which issued by the Supplier to the Client, pursuant to the resulting Agreement to be used to purchase goods or services.

“Purchasing Card Program” or **“Program”** means all services, tools and work to be provided or performed by the Supplier in the resulting Master Agreement, and includes everything that is necessary to be supplied, completed, serviced or delivered by the Supplier.

“Rate Bid Form” means the form contained in Appendix C of this RFP.

“Rebate” means the amount of monies to be paid to Clients by the Supplier based on Clients’ annual NTV, Speed of Pay and any other factors agreed to be used to determine the calculation of the Rebate.

“Rebate Structure” means the entire matrix/table as set out in Appendix C to be used to calculate the Rebate payable by the Supplier.

“Request for Proposals” or **“RFP”** means this Request for Proposals number OECM 2012-171 issued by OECM for the purchase of a Purchasing Card Program, including all amendments or addenda thereto.

“RFP Coordinator” means the individual identified in Section 4.2.1.

“SCU” means School Boards, Colleges and Universities.

“Software Tool” or **“Tool”** means the online, web based or software related Tool that the Supplier will offer for Client’s to use to administer the Program.

“Speed of Pay” means the number of calendar days after a Purchasing Card statement is issued by the Supplier to the Client by which payment in full of the outstanding balance is received by the Supplier.

“Supplier” means a Proponent who has assumed full liability and responsibility for the provision of Deliverables pursuant to the Agreement either as a single Supplier or a lead Supplier engaging other suppliers (or subcontractors). Subcontractors, for example, could be authorized delivery service personnel, distributors and or resellers for the Supplier.

“Term” has the meaning set out in Section 1.11 of this RFP.

“Transaction” means the purchase of goods or services from a Merchant by a Client using a Purchasing Card provided by the Supplier as a result of the resulting Agreement.

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

“Virtual Card” means a virtual purchasing account which will allow Clients to automate payment processing for goods and services with respect to which there is no physical card issued to Clients.

“Zones” means the geographic OECM boundaries within the Province of Ontario as identified in Appendix H.

[End of Part 1]

PART 2 - THE DELIVERABLES

2.1 Description of Deliverables

The Supplier will deliver the required Purchasing Card Program, including value added services that meet or exceed the requirements set out in this RFP.

A Purchasing Card Program will immediately benefit Clients from a more streamlined purchasing process for low and/or high dollar transactions. The aim of the Program is to empower Clients to purchase and pay for goods and services, using set guidelines, and remove the somewhat inefficient invoice and cheque process. The Program will lead to improved productivity, ease of doing business with Merchants, and accounts payable staff will be freed up to work on more strategic spending.

The Program is described further in this section, and will encompass, but will not be limited to:

- Client financial assessments;
- Program implementation including software requirements;
- Ongoing Program management; and/or
- Client education and training.

2.2 Assessment and Implementation

2.2.1 Assessment

Upon request, the Supplier shall conduct an assessment of each Client who signs a Client Supplier Agreement (Commitment to Proceed). The assessment will include, but is not limited to:

- Transaction activity and spend analysis;
- Credit-worthiness evaluation and determining levels of limit available to each individual Client;
- Analysis of the Client's existing PCard program performance, including policies and procedures;
- IT/Technical assessment;
- Review of Merchant relationships;
- Assessment of corporate and financial liabilities;
- Review of purchasing strategies and objectives as they relate to spending;
- Analysis of financial processes, in order to determine the needs of the Client on an individual basis and match spend against supply-base & determine addressable Merchants/volumes;
- Calculation of potential Rebate and incentive rewards from Program;
- Program optimization strategies and recommendations.

The Client and Supplier will work closely during the assessment to ensure the Supplier has all the required information to undertake these tasks successfully.

The assessment will determine, among other things, the implementation process required to ensure the needs of the individual Client are met. Following the assessment, the Client and Supplier may also finalize Appendix E of the CSA. Please refer to section 3.11.3 of the RFP.

2.2.2 Implementation

The Supplier shall provide a seamless implementation process with the least amount of disruption to the Client's operations. Proponents shall have a well established implementation methodology, including training, timelines and resources available for a variety of implementation needs for individual Clients.

Clients will have different levels of experience in using a PCard program, including but not limited to:

- No previous PCard usage experience;
- Some previous PCard usage, but no established policies or procedures;
- Moderate PCard usage, with established policies and procedures;
- Sophisticated PCard users with well established policies and procedures and a Software Tool which integrates with their accounting systems.

During the implementation period, the Supplier will be required to submit weekly, unless otherwise mutually agreed with the Client, written status reports, which outline, but are not limited to:

- Overall summarization of process;
- Tasks completed;
- Tasks remaining, progress and expected delivery on each task;
- Issues and concerns affecting specific tasks;
- Risk assessment, including information pertaining to any individuals who may be delaying the implementation;
- Updated implementation project plan;
- Any other important information pertaining to the implementation.

The implementation should include the roll out of the Supplier's Software Tool as determined by the Client. The requirements for the Software Tool and its capabilities are identified in section 2.3 of this RFP. Detailed requirements, such as number of users, will be determined during implementation.

Training may also be required during the implementation as described in section 2.5 of the RFP. This will be determined between the Client and Supplier.

2.3 Software Tools, Integration and Security

2.3.1 Software Tool

The Supplier shall provide a Software Tool, to support all facets of the proposed Program. The functionality of the Software Tool will be based on roles of individuals (i.e. card administrator, budget approvers, Cardholder etc) and will be determined at the time of populating Appendix E of the Client Supplier Agreement (see Section 3.11.3). The Software Tool will be required to perform functions such as, but not limited to:

- A list of standardized reports downloadable in all of the following formats:
- CVS, HTML, EXCEL, Fixed Text
- Customizable reports created by Supplier in conjunction with the Client, downloadable in the following formats:
- CVS, HTML, EXCEL, Fixed Text
- An online approval and routing process where card management action items can be sent to the users of the PCard program at various levels;
- Ability to download each transaction into the Cardholders electronic expense report;
- Automated password reset capabilities (ie; timeframe for resets of 45 minutes maximum);
- Online temporary or permanent PCard limit change process for dates as indicated;
- Daily decline report with decline reasons;
- Data mining enabling capabilities;
- Paperless invoicing;
- Execute electronic approval processes and other functionalities in relation to expense reporting;
- Ongoing training and self-learning files and tools;
- Online PCard application process;
- Budget code allocation;
- PCard management functions (i.e. limitations on MCC, types of purchases);
- Automatically attach specified accounting codes to PCard transactional data based on the Cardholder's department;
- Innovations to assist with reconciliation, authorizations and receipt scanning functionalities to reduce paper work load of Client's accounting departments;
- Data transfer and file feeds at different intervals determined by the Client;
- Easy creation of email notifications to various levels of users on various activities;
- Ability to accurately capture and report on sales taxes from multiple jurisdictions.

Over the Term of the Agreement Clients may reorganize by adding, deleting, merging, and/or re-structuring departments, as well as changing the reporting relationships within departments. The Supplier's Software

Tool will be capable of handling such changes and permit a Cardholder to continue to use the PCard originally issued to them should their work unit be moved to another department/school or within a department/school.

Accounting codes will be provided by the Client with application rules and the Supplier shall update as changes are made. Transactions with the applied coding would then be reviewed and confirmed by the Cardholder using the Suppliers' Software Tool before transferring data to the Client for processing.

Where a Client has an existing PCard program, the Supplier may be required to assist with the migration or transferring of data from the incumbent.

2.3.1.1 Error Resolution

The Supplier will notify the Client's card administrator(s) and/or other staff identified during implementation, within three (3) Business Hours of discovering that the Software Tool is experiencing any difficulties, which will affect the Client's ability to use the Tool.

Any issues with the Software Tool shall be resolved by the Supplier within 24 hours of notice being given to the Client. Where this is not possible a corrective action plan shall be provided to the Client with clear timelines for resolution.

2.3.1.2 Performance

The Supplier's Software Tool shall be able to, upon Client request, capture portal performance standards including, but not limited to:

- Uptime percentage (%) rate;
- Reliability percentage (%) rate;
- Scheduled maintenance times;
- Downtime communications;
- Response time of portal failure;
- Reporting of all downtime incidents, including time of occurrence and duration.

2.3.1.3 Updates

Any future versions, upgrades or enhancements to the Supplier's Software Tool will be made available to the Client during the Term of the Agreement and will continue to meet the requirements specified by the Client at no additional cost to the Client.

2.3.2 Software Tool Integration

Clients may require that the Supplier's Software Tool integrate with their individual accounting system, such as SAP, Oracle, Fast by Multiview, Ellucian Banner, BAS or other large accounting systems.

Clients may also require that the Supplier's Software Tool integrate with their individual Enterprise Resource Planning (ERP) systems, i.e. PeopleSoft and EnterpriseOne or other larger ERP.

At the very least the Client will have the ability to export data from the Supplier's Software Tools to import into the Client's account or accounting systems.

Should systems integration be required by a Client, the Supplier should provide a seamless integration process with the least amount of disruption possible to the Client's operations. Proponents are required to have well established integration methodology, timelines and resources available.

2.3.3 Software Tool Security

The Supplier will provide a secure Software Tool with secure data transfer capabilities. The Supplier shall have documented policies and procedures that adhere to all Canadian standards and requirements of law that deal with sensitive and confidential information.

The Supplier shall have documented disaster recovery plans and prevention of intrusion to sensitive material plans throughout the Term of the Agreement to ensure the safe keeping of Clients confidential information. Proponents are asked to include these plans in their Proposal as per the instructions set out in section 4.3.2 of this RFP.

2.4 Ongoing Program Management

2.4.1 Assistance in Program Management

During the Term of the Agreement, the Supplier shall provide ongoing advice and Program management to Clients, including but not limited to:

- Systematic monitoring of PCard activity, managing expenses and policy compliance;
- All necessary application forms,
- Continuous usage optimization analysis and support;
- Ease of temporary account changes;
- Reconciliation processes;
- Active monitoring of potential fraudulent activities and established procedures in risk mitigation;
- Flexibility with regards to PCard administration;
- Product roadmap / enhancements / change control;
- Phase in and out new or replacement Products;
- Provision of products on a rush basis when required;
- Cardholder profile updates and maintenance;
- Ease of Product application, from submission to distribution;
- Ease of making temporary changes to Cardholder profiles, such as out of Canada business travel and allowing for foreign charges;
- Immediately cancel any Product upon notice and, where necessary provide a reissuance timeline;
- Renewal options for lost or stolen Products;
- Customizations of PCard level or corporate level information;
- Types of purchases permitted;
- Modifications to PCard restrictions;
- MCC or Standard Industry Classification (SIC) restrictions, including Merchant blocking and unblocking upon request;
- Credit limits;
- Country code blocking;
- Currency block/limit (ie. \$USD not allowed);
- Update on any sales taxes changes.

2.4.2 Card Approval Process and Distribution

Upon approval of the Client, the Supplier shall issue PCards to any Cardholder without credit checks. PCards, once issued to a Cardholder, will not involve any subsequent credit checks.

The delivery of PCards will be determined between the Supplier and Client on a case by case basis. The most likely scenarios for delivery may be:

- PCards being sent to the primary mailing address of the card administrator or designate, with the PCards being manually distributed internally;
- PCards being sent directly to the Cardholder as per the primary mailing address indicated on the application;
- A central distribution process may be required at times when bulk issuance of new or replacement PCards occurs.

The Supplier shall have the ability to produce or accept a fully electronic application form without manual intervention, at no extra charge to the Client.

The Supplier shall also have the ability to process manual applications for special handling, at no extra charge to the Client.

2.4.3 Customer Support

Throughout the Term of the Agreement, the Supplier shall provide the following, but not limited to, customer support to all Clients:

- Dedicated Program management support to assist each Client in reaching its full potential and efficiencies through the use of the Program;

- Dedicated card administrator support or designate, including, but not limited to support for new PCard issuance; deactivation of PCards; handling of lost/stolen PCards; replacing PCards (including "emergency" situations); modifying a Cardholder's profile etc.;
- A bilingual (English/French), twenty-four hour (24-hour), seven (7) days per week toll free telephone number, for:
 - dedicated Cardholder support for non-emergency assistance;
 - Cardholders or administrators in the event of emergencies (e.g., lost or stolen PCards);
 - international PCard users;
 - dedicated technical support for the Software Tool.
- The Supplier's call centre performance standards shall be:
 - abandoned call ratios;
 - answered within 3 rings;
 - messages to be returned within 1 hour;
 - tier-2 support expectations; and
 - log of incident handling.

The Supplier's account representative or designate shall be required to acknowledge all requests from the Client within 24 hours of the initial request.

2.4.4 Merchant Management

The Supplier shall work closely with Clients and identified Merchants to promote the use of PCards for the benefit of the Program. This includes, but is not limited to increasing Merchants' acceptance of PCard use.

In working with the Merchants the Supplier may also ensure that Merchants:

- Do not accept an expired or cancelled PCard or one that had been reported lost or stolen;
- Do not process a charge if the entered PCard number is invalid;
- Do not process transactions for purchases that exceed expenditure limits in place for a PCard;
- Do not process transactions for goods or services that have blocked MCC;
- Proactively encourage the capturing and reporting of Tier 3 level data, wherever possible.

2.4.5 Payment Arrangements & Possible Fees

PCards are not to be structured as a "credit card" but as a "charge card" and will not be subject to the payment of interest applied either at the time of purchase or at the end of a billing cycle. The Supplier shall issue monthly PCard statements, online or paper, to each Cardholder.

Statements will also be sent to the card administrator or designated person on a monthly basis, preferably on the same day of every month, covering all Products in use by the Client(s) as part of this Program.

It is intended, that the Program will function on a corporate pay, corporate liability basis. The payment by a Client will be made upon receiving a consolidated statement from the Supplier covering all the Products issued to the Client.

The requirements above will be discussed and agreed between the Client and Supplier and, where applicable, will be inserted into Appendix E of the Client Supplier Agreement.

2.4.5.1 Foreign Currency Conversion

It is expected that Clients will conduct Transactions with Merchants located outside of Canada, using the PCard as the method of payment. The Merchants' form of currency must be converted to Canadian Dollars and shown on the monthly PCard statement. The monthly PCard statement must show the following:

- Total price charged by the Merchant in the currency of their country;
- The total price charged by the Merchant converted to Canadian Dollars;
- The exchange rate used to convert the total price from the Merchants form of currency to Canadian Dollars;
- The date the conversion of funds was calculated;
- The Supplier's percentage (%) mark-up if any, related to the conversion of the transaction to Canadian Dollars.

The percentage (%) mark-up, charged by the Supplier if any, must be based on the Bank of Canada – Daily Noon Exchange Rates/10 Year Look-up (www.bankofcanada.ca/rates/exchange/10year-lookup).

2.4.5.2 Interest Rates for Late Payments

In the event that the Client makes a required payment to the Supplier after the due date shown on the statement, the Supplier may require that interest be charged for such late payments.

Interest charged, if any, must be calculated on a daily basis with no minimum number of days being applicable, the interest shall clearly be shown on the next monthly PCard statement and include the following details:

- Total amount of interest charged;
- Annual rate of interest, if any, applicable;
- Number of days that the payment was received after the payment due date;
- The amount that the interest charged was calculated on.

2.4.6 Dispute Resolution

The Supplier will work with Clients when disputed charges arise on a monthly statement or they receive interest on unpaid items. The Supplier shall be required to handle these disputes in a timely manner, allowing for the Client and/or Cardholder to have forty-five (45) days, from the date of the monthly statement, to dispute charges before any type of penalty charge be applicable.

2.5 Training

The Supplier shall be required to provide training to Clients when and as requested, on such areas as, but not limited to:

- Overall Product and Program awareness training;
- Software Tool training;
- Card administration training;
- Program best practice training.

The Supplier shall be required to provide Clients with self-training materials (online or in hardcopy) to be used by the Clients as complimentary self-tutorial sessions.

Suppliers shall be required to provide Clients with a training plan on a case by case basis and at time of implementation, outlining, but not limited, to the following:

- Description of training to be performed and who is recommended to attend;
- Timeline and duration of each training;
- Information regarding the presenters;
- Means by which the training will be delivered (i.e. face to face, teleconference or webinar);
- All logistical information pertaining to the training to allow for smooth delivery;
- Any limitations of group numbers allowed to attend training.

2.6 Type of Product

Types of Products that Clients may require during the Term of the Agreement will include but are not limited to:

- Purchasing Cards;
- Declining Balance Cards;
- Ghost Cards;
- Virtual Cards.

The Supplier will make available to Clients a variety of Products provided by either Amex®, MasterCard®, Visa® or approved equivalent. Supplier shall make available Products which have regulated insurance programs associated with them.

Products will be valid for use for a minimum of three (3) years, except where a Product has been issued within three (3) years of the Agreements expiration date. In this instance the Products expiry date will not exceed the Term of the Agreement.

All physical Products shall contain the following minimum properties and attributes, where applicable:

- Magnetic strip to permit electronic point of sale Transactions;
- Smart chip enabled functions for purchases to be made at point of sale with a securely authorized pin number;
- Assigned a unique identification number;
- Provision to be signed on the reverse by the Cardholder;
- Cardholder name;
- PCard expiry date;
- Client name or other name as defined in the PCard application.

All Products, where applicable, shall also have:

- Appropriate Encryption;
- Security Safeguards;
- Fraud Detection and controls;

The Supplier shall also be required to provide Products with customizable fields for the addition of such items as: corporate logo, HST exempt #, corporate address.

Any Product(s) issued by a Supplier to a Client shall not allow a Cardholder to gain access to cash advances. Other restrictions shall be set by the Client and conveyed to the Supplier.

2.7 Value Added Services

Clients may request from the Supplier a variety of value added services including, but are not limited to the following:

- Review of existing Program guidelines and assistance in developing new policies or procedures for Clients to reach the full potential of the Program;
- Insurance programs associated with Products;
- Program specific auditing services;
- Incentive programs (such as individual Cardholders/Clients being able to obtain reward points);
- Merchant participation programs;
- Any existing or future technologies or services that can allow the Supplier to make invoice payments on behalf of Clients and attribute that spend to the PCard Program.

2.8 Contract Management with OEMC

The Supplier shall assign a dedicated account manager for OEMC. The account manager will be the principal contact for OEMC on all matters relating to the Agreement. The account manager will be reasonably available during normal Business Hours via email and telephone. The Supplier will identify a backup to the account manager at all times.

If the account manager assigned to OEMC will not be the principal contact to support the Clients, then upon award, the Supplier shall provide to OEMC the contact details of the individual(s) who will support Clients at various stages of the Program.

The Supplier will provide appropriate contract management support including, but not limited to:

- Attending quarterly meeting (e.g. to review Deliverables, performance, issue management, opportunities for improvement, etc.);
- Monitoring and managing Rebate Structure and Fees, quality and service;
- Carry out and providing results of Client satisfaction surveys, if available;
- Submission of quarterly reports as described in Appendix A – Form of Agreement;
- Submission of applicable CRF to OEMC on an annual basis, as described in Article 4.04 and in Appendix A – Form of Agreement;
- Working and acting in an ethical manner.

2.9 Environmental Considerations

The Supplier shall demonstrate that it has environmental policies and guidelines in place within its organization, which may include but not be limited to:

- ISO 14001 certification;
- The ability to control and reduce its carbon footprint;
- Meet all applicable Canadian standards and safety designations;
- As appropriate, have the ability to recycle products such as paper, cardboard, glass bottles and metal cans.

2.10 Workplace Hazardous Materials Information System

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

2.11 Accessibility for Ontarians with Disabilities Act

OECCM is committed to the highest possible standards for accessibility. The Supplier must be capable to recommend and deliver, as appropriate for each Deliverable, accessible and inclusive goods and/or 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 goods and services to persons with disabilities.

Suppliers are required to comply with the Client's accessibility standards, policies, practices, and procedures, which may be in effect during the Term of the Agreement and which apply to the Deliverables to be provided by the Supplier.

The AODA may be found at:

http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm.

2.12 Rebate and Fees

2.12.1 Rebates

The Supplier agrees to pay to each Client a Rebate which will be result from the Proponent's response to Appendix C – Rate Bid Form.

The Rebate will be paid to Clients one (1) month following the first anniversary date of the Agreement and annually thereafter.

2.12.2 Rebates and Fees upon Award

The Rebate Structure and Fees proposed in Appendix C shall remain firm for the first two (2) years of the Agreement.

2.12.3 Optional Rebates and Fees Refresh

OECCM or the Supplier may request that the Rebate Structure or the Fees be adjusted ninety (90) days prior to the second anniversary of the commencement of the Agreement and annually thereafter.

The Rebate Structure may only be amended based on reasonable factors that impact the calculation of the Rebate Structure or changed Requirements of Law.

The request for an amendment to the Rebate Structure or the Fees shall be made in writing, 90 days prior to each anniversary date and shall be accompanied by appropriate documentation to support the request.

If the parties do not agree on a revised Rebate Structure or amended Fees, then OECM may terminate the Agreement by providing notice in writing to the Supplier. In such case, the Contract shall be terminated six (6) months after the date such notice is given by OECM. If no notice of termination is given by OECM, then the Contract shall continue on the same terms and conditions as applied at the time the request to amend was made.

2.12.4 OECM Cost Recovery Fee

The Supplier shall pay to OECM a Cost Recovery Fee based on the annual NTV of all Transactions processed by the Supplier pursuant to the Client Supplier Agreements entered into pursuant to the resulting Agreement.

The OECM Cost Recovery Fee will be determined by the annual spend of the program as set out below:

Total Annual Program Spend	OECM Cost Recovery Fee
\$3,000,000.00 to \$13,000,000.00	5 Basis Points
\$13,000,000.01 and above	3 Basis Points

The OECM Cost Recovery Fee will be deducted from the Rebate payable to each Client and paid directly to OECM.

The cost recovery fee will be paid to Clients one (1) month following the first anniversary date of the Agreement and annually thereafter (at the same time as the Supplier provides each Client the Rebate payable to the Client).

[End of Part 2]

PART 3 - EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

OECM will conduct the evaluation of Proposals in the following seven (7) stages, not including a tie break situation:

Stages	Evaluation
Stage I	Mandatory Requirements
Stage II	Rated Requirements
Stage III	Software Tool Demonstration
Stage IV	Rebates and Fees
Stage V	Preliminary Cumulative Score
Stage VI	Best and Final Offer (BAFO) for Rebates
Stage VII	Final Cumulative Score
Stage VIII	Tie Break (Section 3.10)

3.2 Evaluation Point Allocation

The following table is a summary of the point allocation for the evaluation of this RFP:

Stages	Evaluation	Scoring Methodology Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Mandatory Requirements	Pass/Fail	Pass
Stage II	Rated Requirements	100	Yes (See section 3.4)
Stage III	Software Tool Demonstration	30	Not applicable
Stage IV	Rebates and Fees	120	Not applicable
Stage V	Best and Final Offer	Please see Section 3.8	Not applicable

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

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

During Stage I of the evaluation, Proposals will be examined to ensure that they meet the mandatory requirements. The Proponent must ensure that all mandatory requirements have been addressed satisfactorily in its Proposal, in order for the Proposal to proceed to Stage II of the evaluation process.

Any Proposal that is not considered, by OECM, to meet all mandatory requirements will be disqualified and not evaluated further.

A Proposal must include the following completed mandatory forms:

Appendix	Title of Appendix
Appendix B	Form of Offer
Appendix C	Rate Bid Form
Appendix F (if applicable)	Consortium Information
Appendix G	Compliance with Agreement

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

3.3.1 Form of Offer - Appendix B (Mandatory Form)

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

(a) Conflict of Interest

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

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

(b) General

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

Other than inserting the information requested and signing the Form of Offer, a Proponent may not make any changes to or qualify the Form of Offer in its Proposal. A Proposal that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the RFP may be disqualified. If a Proposal is not disqualified despite such changes or Proposals, the provisions of the Form of Offer as set out in this RFP will prevail over any such changes or Proposals in or to the Form of Offer provided in the Proposal.

(c) Proof of Insurance

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

3.3.2 Rate Bid Form – Appendix C (Mandatory Form)

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

- All Fees shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, materials, fuel, office support, profit, permits, licences, labour, carriage, insurance, Workplace Safety Insurance Board costs, travel, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates.
- All Fees shall be quoted exclusive of the HST, provincial sales tax (PST) or other similar taxes, each of which, if applicable, should be stated separately.
- In the event of any discrepancy in the Rebates, the highest Rebate submitted shall prevail.
- In the event of any discrepancy in the Fees, the lowest Fee submitted shall prevail.
- The Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the RFP, that it has factored all of the provisions of the Agreement into its assumptions, calculations and into its proposed Rebates and Fees.

A Proposal that includes conditional, optional, contingent or variable Rebates and Fees that are not expressly requested in the Rate Bid Form may be disqualified.

3.3.3 Consortium Information – Appendix F (Mandatory Form, if applicable)

Each Proposal must include a completed and signed Consortium Information (Appendix F) if applicable to the Proponent.

3.3.4 Compliance with Agreement – Appendix G (Mandatory Form)

The Agreement Compliance form attached as Appendix G (Agreement Compliance Form) must be completed and attached to the Proposal.

3.4 Stage II – Rated Requirements

This stage will be evaluated and scored out of a maximum of one hundred (100) points.

Stage II will consist of an evaluation and scoring of each Eligible Proposal on the basis of the rated requirements.

The evaluation of the rated requirements will be conducted by representatives of the sector who have assisted in developing this RFP.

Minimum thresholds, if required, must be achieved for each of the rated requirements in order for the Proposal to receive a pass in this stage and proceed to Stage III of the evaluation process.

Any Proposal that does not meet the required minimum threshold for each applicable rated requirement will receive a fail and not proceed to the following stages of the evaluation process. Minimum thresholds are set out in the table below.

Each Proposal will be awarded points based on the Proponent's responses to the rated requirement components set out in Appendix E of this RFP.

It is important that Proposals clearly provide all the necessary information so that a thorough assessment of the Proponents' experience, qualifications and capabilities can be made. Responses and substantiating documentation should be direct and grouped together to ensure the evaluation team is able to locate particular information.

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

The response to each rated requirement in Appendix E should:

- Be complete;
- Be Concise and factual (bullet point format is acceptable);
- Exhibit the Proponent understands of OECMs business needs by providing answers demonstrating its capabilities.

The following is an overview of the point allocation and minimum threshold requirements, if any, for the rated requirements of this RFP (N/A denotes – not applicable):

Rated Requirement Components	Available Points	Minimum Threshold Required
Proponent's Profile and Experience	12	6
Assessment and Implementation	20	10
Software Tool, Integration and Security	20	10
Ongoing Program Management	22	11
Training	12	6
Type of Products	4	N/A
Value Added Service/Programs	10	N/A
TOTAL AVAILABLE POINTS FOR RATED REQUIREMENTS:	100 Points	N/A

Please note, detailed rated requirements for the above components, are set out in Appendix E. A minimum threshold for rated requirements, as noted above, must be achieved for any Proponent to move on to the next stage of evaluation.

3.5 Stage II – Software Tool Demonstration

This stage will be evaluated and scored out of a maximum of thirty (30) points.

All Proponents who successfully pass Stage II will be invited to participate in this stage and will be given a notice of ten (10) Business Days to prepare for the demonstration. The demonstration will be presented to the evaluation committee as well as other OECM and working group members who have been involved in developing this RFP.

Proponents will be advised by the RFP Coordinator of the location, date and time of the demonstration. However, it is expected that the demonstrations will take place in February 2013 at OECM's office.

Proponents will be required to arrange for the demonstration to be available online (webinar format) for those evaluation committee members who are not located in the Greater Toronto Area (GTA). The logistics will be further discussed when OECM sends out the formal invitation.

The Software Tool demonstration will be evaluated based on the following criteria:

- General capabilities;
- Program control functions;
- Reporting capabilities;
- Software Tool speed;
- Online help features;
- Security;
- Rated requirements follow-up questions.

3.6 Stage IV – Rebates and Fees

This stage will be evaluated and scored out of a maximum of one hundred and twenty (120) points.

Only Proposals that have passed through the previous stages, as required, will be evaluated in Stage IV – Rebates and Fees.

The proposed Rebates and Fees, submitted in Appendix C will be evaluated and scored as set out below. Proponents shall complete its proposed Rebates and Fees, as per the instructions in Appendix C:

The total available points for Rebates and Fees are:

Rebates and Fees Components	Available Points
Proposed Rebates	110
Proposed Fees: - Foreign Exchange Rate Percentage - Interest on Late Payments	10
TOTAL AVAILABLE POINTS FOR REBATES AND FEES:	120 Points

Points will be calculated - using a relative formula for each Rebates and Fees component rated above. The table below indicates how the sub-point allocation of the Rebates and Fees points will be calculated per Rebates and Fees.

Rebates and Fess Sub-Point Allocation				
Rebates and Fees Component	Total Available Points	Number of Rebates or Fees Being Evaluated	Calculation	Sub- Point Allocation per Rebate or Fee
Proposed Rebates	110	96	$110 \div 96$	1.15
Proposed Fees	10	2	$10 \div 2$	5

3.6.1 Rebates and Fees Evaluation

The evaluation and scoring of Rebates and Fees will occur in the following three (3) steps:

- Step 1 – evaluation and scoring of the proposed Rebates
- Step 2 – evaluation and scoring of proposed Fees
- Step 3 – a total of the results from steps 1 and 2 above.

Each Proponent will receive a percentage of the total possible points allocated to Rebates and Fees as set out above in Section 3.6.

Step 1 – Proposed Rebates:

The example below illustrates how points will be calculated - using a relative formula (i.e. by dividing the Proponent's Rebate into the highest Rebate proposed).

The following scenario will be used for the example outlined below.

- Annual program spend is equal to \$15,000,000
- Individual Client spend is \$5,000,000

- Client's Speed of Pay is up to 14 days

EXAMPLE: Step 1 – Proposed Rebates		
Rebates and Fees Components	Calculation	Resulting Points
Based on the scenario above, if Proponent 1 proposes the highest Rebate of 60 Basis Points, that Proponent will receive 100% of the possible points.	$60 \div 60 \times 1.15$	1.15
Based on the scenario above, if Proponent 2 proposes the second highest Rebate of 55 Basis Points, that Proponent's score will be calculated as:	$55 \div 60 \times 1.15$	1.05
Based on the scenario above, if Proponent 3 proposes the third highest Rebate of 45 Basis Points, that Proponent's score will be calculated as:	$45 \div 60 \times 1.15$	0.86

The above process will occur for all proposed Rebates for all Proposals.

Once the Rebates and Fees evaluations and scoring is complete, the scores will be totalled for all Rebates for all Proposals. These totalled scores will then be used in Step 3.

For this example, OECM will be using the following **hypothetical** scores, to demonstrate how step 3 (totaling of results) will be calculated:

- Proponent 1 = 82 points
- Proponent 2 = 75 points
- Proponent 3 = 65 points

Step 2 – Proposed Fees:

The below example illustrates how points will be calculated for fees - using a relative formula.

EXAMPLE: Step 2 – Interest on Late Payments		
Rebates and Fees Components	Calculation	Resulting Points
If Proponent 1 proposes the lowest annual percentage of 2%, for Interest on Late Repayments that Proponent will receive 100% of the possible points.	$2\% \div 2\% \times 5$	5.00
If Proponent 2 proposes the second lowest annual percentage of 3%, for Interest on Late Repayments, that Proponent's score will be calculated as:	$2\% \div 3\% \times 5$	3.33
If Proponent 3 proposes the third lowest annual percentage of 6%, for Interest on Late Repayments, that Proponent's score will be calculated as:	$2\% \div 6\% \times 5$	1.67

The above process will occur for all proposed Fees for all Proposals.

Once the Rebates and Fees evaluations and scoring is complete, the scores will be totalled for all Fees of all Proposals. These totalled scores will then be used in Step 3.

For this example, OECM will be using the following **hypothetical** scores, to demonstrate how step 3 (totalling of results) will be calculated:

- Proponent 1 = 10 points
- Proponent 2 = 6 points
- Proponent 3 = 3 points

Step 3 – Total of Resulting Scores From Steps 1 and 2:

The below illustrates how points will be totaled from steps 1 and 2 inclusive:

EXAMPLE: Step 5 – Totalling Resulting Scores from Steps 1 and 2 Using the Hypothetical Scores				
Rebates and Fees Evaluation Step	Rebates and Fees Components	Proponent 1	Proponent 2	Proponent 3
1	Rebates	82	75	65
2	Proposed Fees	10	6	3
3	Total:	92	81	68

In this example, Proponent 1 would be the highest scoring proponent for Stage IV – Rebates and Fees; Proponent 2 would be the second highest scoring Proponent for Stage IV – Rebates and Fees; and Proponent 3 would be the third highest scoring Proponent for Stage IV - Rebates and Fees.

The same calculations will occur for all Eligible Proposals.

3.7 Stage V – Preliminary Cumulative Score

At the conclusion of Stage IV, the scores from Stages II, III and IV will be totaled and, subject to the express and implied rights of OECM will determine which Proponents will be invited to take part in Stage VI – Best and Final Offer.

OECM will invite the top three (3) ranked Proponents from Stage V – Preliminary Cumulative Score to participate in the BAFO process. Only these three (3) short-listed Proponents will be invited to participate.

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

3.8 Stage VI - Best and Final Offer

Best and Final Offer is an additional evaluation stage that will focus on a short list of Proponents. These short-listed Proponents will be provided the opportunity to resubmit their proposed Rebates only.

During the BAFO process there will be:

- No change to the RFP Deliverables;
- No disclosure of RFP or BAFO Proposal information, Rebates and Fees or ranking; and
- No suggestions to Proponents by OECM on Rebate increases.

3.8.1 Best and Final Offer Process

The invited Proponents, will receive a notice/invitation from the RFP Coordinator, and will have five (5) Business Days to submit their BAFO on the proposed Rebates only, as instructed.

Following the receipt of the BAFO responses, OECM will score each Proponent's BAFO using the same methodology outlined in Section 3.6.1 (Step 1) of this RFP. All point allocations and sub point allocations will remain the same as outlined in Section 3.6 of the RFP.

The resulting scores will then be used in Stage VII – Final Cumulative Score to determine the Preferred Proponent.

If a Proponent chooses not to submit a BAFO on their proposed Rebates, the Rebates from their original Proposal will be considered final and used to determine scoring in Stage VII – Final Cumulative Score.

3.9 Stage VII – Final Cumulative Score

At the conclusion of Stage VI, the scores from Stages II, III and VI will be totaled and, subject to the express and implied rights of OECM, the highest scoring Proponent will become the Preferred Proponent and invited to enter into discussions to finalize the terms of the Agreement, attached in Appendix A.

3.10 Stage VIII - Tie Break Process

Where two (2) or more Proposals achieve a tie score on completion of the evaluation process, with or without the implementation of the BAFO Process, OECM shall break the tie by selecting the Proponent with the highest score in Stage IV or Stage VI (as applicable) as the Preferred Proponent.

3.11 Post-Award

3.11.1 Agreement Execution

The Preferred Proponent will be invited to discuss the Agreement finalization with OECM based on its response to Appendix G. OECM will arrange a meeting with the preferred Proponent to discuss any issues arising from Appendix G and mutually agree on an action plan to have the Agreement signed within fifteen (15) Business Days of the first meeting be held.

By asking the Proponent to set out its concerns with any proposed changes to the Agreement in Appendix G, OECM is not agreeing to make any such changes. OECM's intention is not to take part in protracted negotiations on the Agreement. However, OECM may mutually agree to suggested changes to the Agreement, based on the template attached as Appendix A to this RFP.

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

For certainty, OECM makes no commitment to the Preferred Proponent that the Agreement will be executed. The Preferred Proponent acknowledges that the commencement of any discussions does not obligate OECM to execute the Agreement.

3.11.2 Agreement Launch and Marketing

OECM will promote the use of the Agreement with Clients as set out in Section 1.12. During the post award period, the Supplier will be expected to meet with OECM, as and when required, to discuss an effective approach on how to launch the Agreement to the Clients.

OECM will work closely with the Supplier and requests that, where available, communications and marketing experts join discussions to achieve the desired outcome. During this period, OECM may request the following information:

- Supplier profile and logo;
- Access to the Software Tool;
- Best practices for policies and procedures;
- Presentations on Program implementation.

3.11.3 Steps to Program Implementation

Following the launch of the Agreement, OECM and the Supplier will work together to market the Agreement and sign Clients to a Client Supplier Agreement (Commitment to Proceed).

Prior to signing a CSA, it will be expected that the Supplier will meet with interested Clients to discuss the Program benefits and offerings under the Agreement. Following the Clients approval to enter into a Client Supplier Agreement, the process for Program implementation shall be as follows:

- Both Parties to complete and sign the Client Supplier Agreement (Commitment to Proceed) and provide a copy to OECM;
- Supplier to conduct assessment, as described in 2.2.1 of this RFP;
- The Client and Supplier will mutually agree to the specific Client requirements to be included in Appendix E of the CSA;
- In accordance with the Client Supplier Agreement and any assessment conducted, implement the Program as planned.

[End of Part 3]

PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 RFP Timetable

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

RFP Timetable	
Event	Date
Issue Date of RFP	Tuesday, December 4, 2012
Proponent Information Session	11:00am on Monday, December 10, 2012
Proponent Deadline for Questions	4:00pm on Thursday, December 13, 2012
Deadline for Issuing Addenda	Monday, December 17, 2012
Proponent Deadline for Questions Pertaining to Issued Addenda only	4:00pm on Wednesday, December 19, 2012
Deadline for Issuing Final Addenda	Friday, December 21, 2012
Proposal Submission Deadline	2:00pm on Friday, January 18, 2013
Software Tool Demonstration	February 2013
Best and Final Offer Process	February 2013
Anticipated Agreement Start Date	March 2013

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

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

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

4.1.2 Proponent Information Session

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

Proponents wishing to attend should register, noting its full legal name and the names of the representatives by emailing the RFP Coordinator prior to 9:00am on Monday, December 10, 2012. Access to the teleconference and any applicable information will be emailed to the registered Proponents.

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

The Proponent Information Session is not an opportunity for Proponent's to direct questions about the RFP document – Proponents must submit questions to the RFP Coordinator as set out in Section 4.2.2 below.

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

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

4.1.3 Proponents to Follow Instructions

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

4.1.4 Proposals in English

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

4.1.5 OECMs Information in RFP Only an Estimate

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

It is the Proponent's responsibility to avail itself of all the necessary information to prepare a Proposal in response to this RFP.

4.1.6 Proponent's Costs

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

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

4.2 Communication after RFP Issuance

4.2.1 RFP Coordinator Contact Information

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

Name: Daniel Camara

Title: Strategic Sourcing Manager

Email: daniel.camara@oecm.ca

Proponents that fail to comply with the requirement to direct all communications to the RFP Coordinator may be disqualified from this RFP process. Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with the following:

- Any employee or agent of OECM (other than the RFP Coordinator);
- Any member of OECMs governing body (such as Board of Governors, Board of Directors, or advisors);
- Any elected official of any level of government, including any advisor to any elected official;
- Any employee or agent of OECMs Clients, as it relates to this RFP.

4.2.2 Proponents to Review RFP

Proponents shall promptly examine this RFP and all Appendices, including the Master Agreement and:

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

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

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

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

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

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

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

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

4.2.3 Proponent to Notify

In the event a Proponent has any reason to believe that any of the circumstances listed in Section 4.2.2 exist, the Proponent must notify the RFP Coordinator in writing prior to submitting a Proposal. If appropriate, the RFP Coordinator will then clarify the matter for the benefit of all Proponents.

Proponents shall not:

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

4.2.4 All New Information to Proponents by way of Addenda

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

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

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

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

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

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

4.3 Proposal Submission Requirements

4.3.1 General

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

Proposals received **after** the Proposal Submission Deadline shall not be considered and shall be returned to the Proponent unopened.

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

Submission address:

- Ontario Education Collaborative Marketplace
90 Eglinton Avenue East, Suite 504
Toronto, Ontario, Canada
M4P 2Y3

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

4.3.2 Proposal Submission Requirements

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

Package 1 must include:

- A completed and signed Appendix B – Form of Offer;
- A completed and signed Appendix F – Consortium Information (if applicable);
- A completed Appendix G – Compliance with Agreement.

Package 1 should include:

- The entire Proposal and other (non-mandatory) information, such as a completed:
 - Appendix D – Reference Form;
 - Appendix E – Rated Requirements;
 - The Proponents disaster recovery and intrusion to sensitive material plans;

Note: no Rebates and Fees information should be included in package 1.

Package 2 must include:

- A completed Appendix C – Rate Bid Form.

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

Requirements	Submit the following quantities in each Package:	
	Package 1 – Proposal	Package 2 – Rate Bid Form
Original (bound)	1	1
Photocopies (bound)	2	1
Photocopy (unbound)	1	0
Electronic copy (searchable and not locked)	1	1

In the event of a conflict or inconsistency between the hard copy and the electronic copy of the Proposal or the Rate Bid Form, the **original** hard copy versions shall prevail.

Proposals should be completed without delineations, alterations, or erasures. In the event of a discrepancy between the **original** hard copy of a Proposal and any of the copies, the **original** hard copy shall prevail.

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

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

4.3.3 Other Proposal Considerations

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

- All pages should be numbered;
- Any embedded literature links within a Proposal should be a direct link to the specific page rather than the Proponent’s main website. Where literature links are not possible, a PDF document may also be incorporated within the Proposal. Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored;
- The Appendices provided, as appropriate, should be used for completing the Proposal;
- Completely address, on a point-by-point basis, each rated requirement identified in Appendix E and the Proposal should be complete in all respects;
- Adhere to the Proposal format requirements described above;
- Respond to the requirements in the applicable Appendices, or as may be directed in this RFP.

4.3.4 Proposal Receipt by OECM

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

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

4.3.5 Withdrawal of Proposal

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

4.3.6 Amendment of Proposal

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

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

OECM has no obligation to return amended Proposals.

4.3.7 Completeness of Proposal

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

4.3.8 Proposals Retained by OECM

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

4.3.9 Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 4.3.5, a Proposal shall be irrevocable by the Proponent for one-hundred-and-seventy-five (175) days from the Proposal Submission Deadline.

4.3.10 Acceptance of RFP

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

4.3.11 Amendments to RFP

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

4.3.12 Proposals will not be Opened Publicly

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

4.3.13 Clarification of Proposals

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

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

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

4.3.14 Verification of Information

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

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

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

4.3.15 Proposal Acceptance

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

4.3.16 RFP Incorporated into Proposal

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

4.3.17 Exclusivity of Contract

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

4.3.18 Substantial Compliance

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

4.3.19 No Publicity or Promotion

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

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

4.4 Execution of Agreement, Notification and Debriefing

4.4.1 Selection of Proponent

OECM anticipates that Preferred Proponent will be selected within ninety (90) days of the Proposal Submission Deadline. Notice of selection by OECM to the Preferred Proponent will be in writing by email from the RFP Coordinator.

The Preferred Proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP within fifteen (15) Days of notice of selection. This provision is solely to the benefit of OECM and may be waived by OECM at its sole discretion.

Proponents 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 RFP.

4.4.2 Failure to Enter Into Agreement

In addition to all of OECMs other remedies, if the Preferred Proponent fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) Days of notice of selection, OECM may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent.

4.4.3 Notification to Other Proponents of Outcome of RFP Process

Once the Supplier and OECM execute the Agreement, the other Proponents will be notified in writing by email of the outcome of the RFP process, including the name of the Supplier, and the award of the Agreement.

4.4.4 Debriefing

Proponents will be invited, by the RFP Coordinator, to attend a debriefing from OECM after the award notification. Unsuccessful Proponents will have 60 days from the time of receipt of the invitation to accept the invitation.

OECM will not disclose submission information from other Proponents.

The intent of the debriefing information session is to aid the Proponent in presenting a better Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

4.4.5 Bid Dispute Resolution

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

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

A protest in writing shall include the following:

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

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

4.5 Prohibited Communications, Confidential Information and FIPPA

4.5.1 Confidential Information of OECM

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

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

4.5.2 Confidential Information of the Proponent

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

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

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

4.5.3 Proponent's Submission

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

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

4.5.4 Personal Information

Personal Information shall be treated as follows:

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

4.5.5 Non-Disclosure Agreement

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

4.5.6 Freedom of Information and Protection of Privacy Act

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

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

4.5.7 Competition Act

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

4.5.8 Trade Agreements

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

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

4.5.9 Intellectual Property

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

4.6 Reserved Rights and Governing Law of OECM

4.6.1 General

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

- Make public the names of any or all Proponents;
- Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information, if accepted, into the Proposal, at OECMs discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in OECMs sole and absolute discretion;
- Verify with any Proponent or with a third party any information set out in a Proposal, as described in Section 4.3.14;
- Check references other than those provided by Proponents;

- Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with OECM impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP;
- Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached a contract with OECM, or has otherwise failed to perform such contract to the reasonable satisfaction of OECM, the Proponent has been charged or convicted of an offence in respect of a contract with OECM, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM;
- Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal.
- Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- Accept or reject a Proposal if only one (1) Proposal is submitted;
- Reject a subcontractor proposed by a Proponent within a consortium;
- Select any Proponent other than the Proponent whose Proposal reflects the highest Rebate to OECM Clients;
- Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
 - OECM determines it would be in the best interest of OECM not to award an Agreement,
 - The Proposal prices exceed the bid prices received by OECM for services acquired of a similar nature and previously done work;
 - The Proposal prices exceed the costs OECM or its Clients would incur by doing the work, or most of the work, with its own resources;
 - The Proposal prices exceed the funds available for the services; or
 - The funding for the acquisition of the proposed services has been revoked, modified, or has not been approved;

and where OECM cancels this RFP, OECM may do so without providing reasons, and OECM may thereafter issue a new competitive bidding process, sole source or do nothing.

- Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal; and
- Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM or is otherwise engaged in a dispute with OECM.

By submitting a Proposal, the Proponent authorizes the collection by OECM of the information identified in this RFP, which OECM may request from any third party.

4.6.2 Rights of OECM – Preferred Proponent

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

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

- Exclude the Preferred Proponent from further consideration and begin discussions with the next highest scoring Proponent without becoming obligated to offer to negotiate with all Proponents;
- Exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP and issuing a new competitive bidding process for the same or similar Services.

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

4.6.3 No Liability

The Proponent agrees that:

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

The Proponent further agrees that if OECM commits a material breach of OECMs obligations pursuant to this RFP, OECMs liability to the Proponent, and the aggregate amount of damages recoverable against OECM for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of OECM, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from OECM can demonstrate. In no event shall OECM be liable to the Proponent for any breach of OECMs obligations pursuant to this RFP, which does not constitute a material breach thereof. The Proponent acknowledges and agrees that the provisions of the *Broader Public Sector Accountability Act, 2010* shall apply notwithstanding anything contained herein.

4.6.4 Assignment

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

4.6.5 Entire RFP

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

4.6.6 Priority of Documents

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

4.6.7 Governing Law

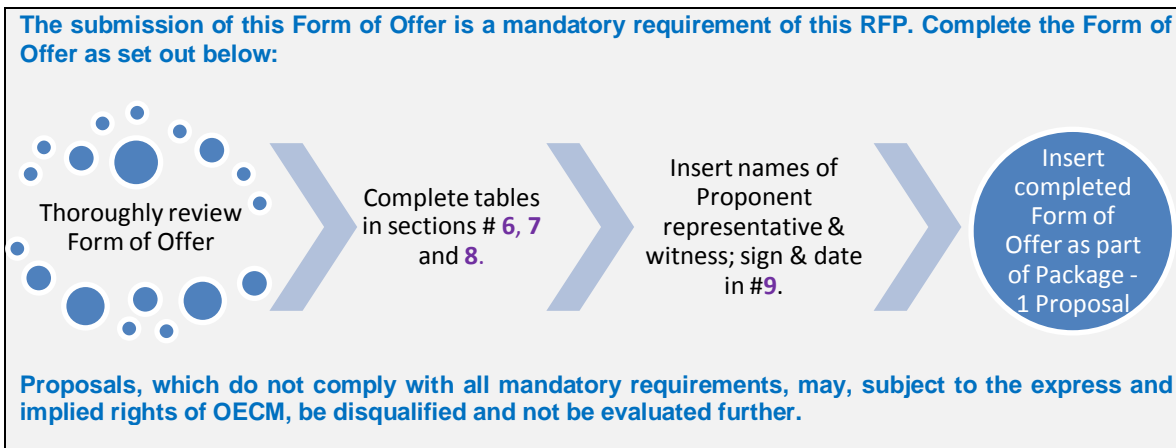
The laws of Ontario and the federal laws of Canada applicable shall govern the RFP, the Proposal, and any resulting Agreement therein.

[End of Part 4]

APPENDIX A – FORM OF AGREEMENT

The Form of Agreement is posted in a separate PDF file.

APPENDIX B – FORM OF OFFER



To: Ontario Education Collaborative Marketplace

From: [Insert Proponent's Name]

Re: **IN THE MATTER OF** our Proposal dated [Insert date] to which this Form of Offer is an integral part the Proposal prepared by [Insert Proponent's Name] and submitted in response to this RFP issued by OECM on October 25, 2012 as amended, regarding the selection of a Proponent to execute the Agreement pursuant to this RFP.

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

1. Offer

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

2. Prices

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

3. Proposal Irrevocable

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

4. Disclosure of Information

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

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

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

6. Addenda and Questions/Answers

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

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

7. Unfair Advantage and Conflict of Interest Statement

Prior to completing this Form of Offer, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 1.15 of this RFP.

Conflict of Interest	Response
Is there an actual or potential Unfair Advantage or Conflict of Interest, relating to the preparation of its Proposal, or if the Proponent foresees an actual or potential Unfair Advantage or Conflict of Interest in performing the contractual obligations contemplated in the RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, please enter details here.]

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

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

8. Proponent Information

Insert the required information in the table below.

Information Required	Response
Full legal name of the Proponent is:	[Enter response here.]
Any other relevant name under which the Proponent carries on business is:	[Enter response here.]
The jurisdiction under which the Proponent is governed is:	[Enter response here.]
The name, address, telephone and fax numbers, and email address of the Proponent's contact person are:	[Enter response here.]


Information Required	Response
The Proponent's business model:	<p style="text-align: center; color: green;">Enter response here.</p> <input type="checkbox"/> individual <input type="checkbox"/> partnership <input type="checkbox"/> sole proprietorship <input type="checkbox"/> consortium* <input type="checkbox"/> corporation

* If the Proponent is a consortium, Appendix F **must** be completed, signed and submitted with the Proponent's Proposal.

9. Execution of Agreement

If its Proposal is selected by OECM, the Proponent agrees to finalize and execute the Agreement substantially in the form set out in the Form of Agreement in accordance with the terms of the RFP.

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



BEFORE submitting a Proposal, ensure this Form of Offer has been completed fully and signed by the witness and the Proponent's Representative.

Refer to Part 3 of the RFP for details.

APPENDIX C – RATE BID FORM

Appendix C is contained in a separate Microsoft Excel workbook.

APPENDIX E – RATED REQUIREMENTS

Appendix E is attached as a separate Microsoft Excel file.

APPENDIX F – CONSORTIUM INFORMATION

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

Information Required	Response
Name of the legal entity that is liable and responsible to OECM for the provision of the Deliverables in this RFP (i.e. the Proponent).	[Enter response here.]
<ul style="list-style-type: none"> Describe the consortium members and what each will supply. 	[Enter response here.]
<ul style="list-style-type: none"> Describe the contingency plan if a consortium member is no longer part of the consortium. 	[Enter response here.]

Witness:
Signature:
Printed Name:
Date:

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

APPENDIX G – COMPLIANCE WITH AGREEMENT

To: Ontario Education Collaborative Marketplace

From: [Insert Supplier's Name]

Proponent must complete and submit the following chart for each article of the Form of Agreement.

For each article of the Agreement listed, Proponent should set out whether or not Proponent has read and understood that article and whether or not Proponent is prepared to agree to that article as written by entering “YES” or “NO” in the appropriate column of the following chart. If Proponent is not prepared to agree to any article as written, the Proponent is required to describe its concern with that article and indicate the types of changes that Proponent would seek to that article.

By asking Proponent to set out its concerns with any proposed changes to the Agreement, OECM is not agreeing to make any such changes. The information provided is being used by OECM to assess the Proponent’s willingness to accept the provisions of the Agreement.

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

OECMs intention is not to take part in protracted negotiations on the Agreement. However, OECM may mutually agree to suggested changes to the Agreement, based on the template attached as Appendix A to this RFP.

Please refer to Section 1.16 for definitions of Agreement.

Article Number	Article Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
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				

Article Number	Article Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
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				
Article 2 - Legal Relationship Between OECM/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 OECM				
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	Use and Access Restrictions				
3.03	Notification by Supplier				
3.04	Work Volumes				
3.05	Reporting				
3.06	Disaster Recovery				

Article Number	Article Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
Article 4 - Payment for Performance and Audit					
4.01	Expenses or Additional Charges				
4.02	Payment of Taxes and Duties				
4.03	Rebate				
4.04	OECM Cost Recovery Fee				
4.05	Rebates and Fees Refresh				
4.06	Document Retention and Audit				
Article 5 - Confidentiality and FIPPA					
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 Records				
5.07	PIPEDA				
5.08	Survival				
Article 6 - Intellectual Property and Use of OECM or Client Insignia					
6.01	Intellectual Property				
6.02	Use of OECM or Client or Supplier Insignia or Logo				
6.03	Supplier Representation and Warranty Regarding Third-Party Intellectual Property				
6.04	Survival				

Article Number	Article Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
Article 7 - Insurance					
7.01	Supplier's Insurance				
7.02	Proof of Insurance				
7.03	Additional Insurance				
7.04	Proof of W.S.I.A. Coverage				
Article 8 - Termination, Expiry and Extension					
8.01	Immediate Termination of Contract				
8.02	Dispute Resolution by Rectification Notice				
8.03	Supplier's Obligations on Termination				
8.04	Effect of Termination on Client Supplier Agreements				
8.05	Supplier's Payment Upon Termination				
8.06	Expiry, Client Supplier Agreement Survival and Extension of Contract				
Article 9 - Alternative Dispute Resolution					
9.01	Senior Conference				
9.02	Submission to Arbitration				
9.03	Procedure				
Schedule 1 (Purchasing Card Program Supplementary Provisions and Rebate Structure and Fees)					
Appendix A	Purchasing Card Program Supplementary Provisions	N/A	N/A	N/A	N/A
Appendix B	Rebate Structure and Fees	N/A	N/A	N/A	N/A
Appendix C	Disaster Recovery Plan	N/A	N/A	N/A	N/A

Article Number	Article Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
Schedule 2 (Client-Supplier Agreement)					
Article 1 - Interpretation					
1.1	Definitions				
1.2	Master Agreement				
1.3	Appendices				
Article 2 – Supplier’s Obligation					
2.1	General				
2.2	Application to Client				
Article 3 – Representatives for Client Supplier Agreement					
3.1	Supplier’s Representative				
3.2	Client’s Representative				
3.3	OECM’s Representative				
Article 4 – Purchasing Card Program					
4.1	General				
4.2	Reports				
4.2.1	Monthly Statement				
4.2.2	Maintain Records				
4.2.3	Dispute Resolution / Verification of Monthly Statement				
4.2.4	No Cost to Clients				
4.3	Intellectual Property				
4.3.1	Intellectual Property				
4.3.2	Intellectual Property				
4.4	Application of Client’s Rules and Procedures				

Article Number	Article Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
Article 5 – Rebate, Fees and Payment					
5.1	Rebates and Fees				
5.1.1	Appendix B				
5.1.2	Rebate				
5.1.3	Taxes				
Article 6 – Representations, Warranties, Indemnities					
6.1	Supplier's Representations and Warranties				
6.2	Conflict of Interest				
6.3	Injunction against Continued Use of Program				
6.4	Risk Management				
6.4.1	Cardholder Signatures				
6.4.2	Risk Reduction Procedures				
6.4.3	No Personal Use				
6.4.4	Improper Use of Purchasing Card				
6.4.5	Notice of Loss, Theft or Unauthorized Use				
6.4.6	Liability For Unauthorized Use				
6.5	Limitations on Liability				
6.5.1	Nature of Damages				
6.5.2	Third Party Errors				
Article 7 – Term, Extensions and Termination					
7.1	Term				
7.2	Extension				
7.3	Termination by Client				

Article Number	Article Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
7.4	Termination by Supplier				
7.5	Obligations in the Event of Termination Provided or Expiration of the CSA				
7.5.1	Supplier's Obligations				
7.5.2	Clients Obligations				
7.6	No Limitations of Remedies				
7.7	Survival				
Article 8 – General					
8.1	Liability Insurance				
8.1.1	Supplier's Insurance				
8.1.2	Proof of Insurance				
8.1.3	Additional Insurance				
8.1.4	Proof of W.S.I.A Coverage				
8.2	Compliance with Laws				
8.3	Remedies Cumulative				
8.4	Force Majeure				
8.4.1	General				
8.4.2	Participation in the Purchasing Card Program				
8.4.3	Notice				
8.4.4	Performance				
8.4.5	Right to Terminate				
8.5	Alternative Dispute Resolution				
8.5.1	General				

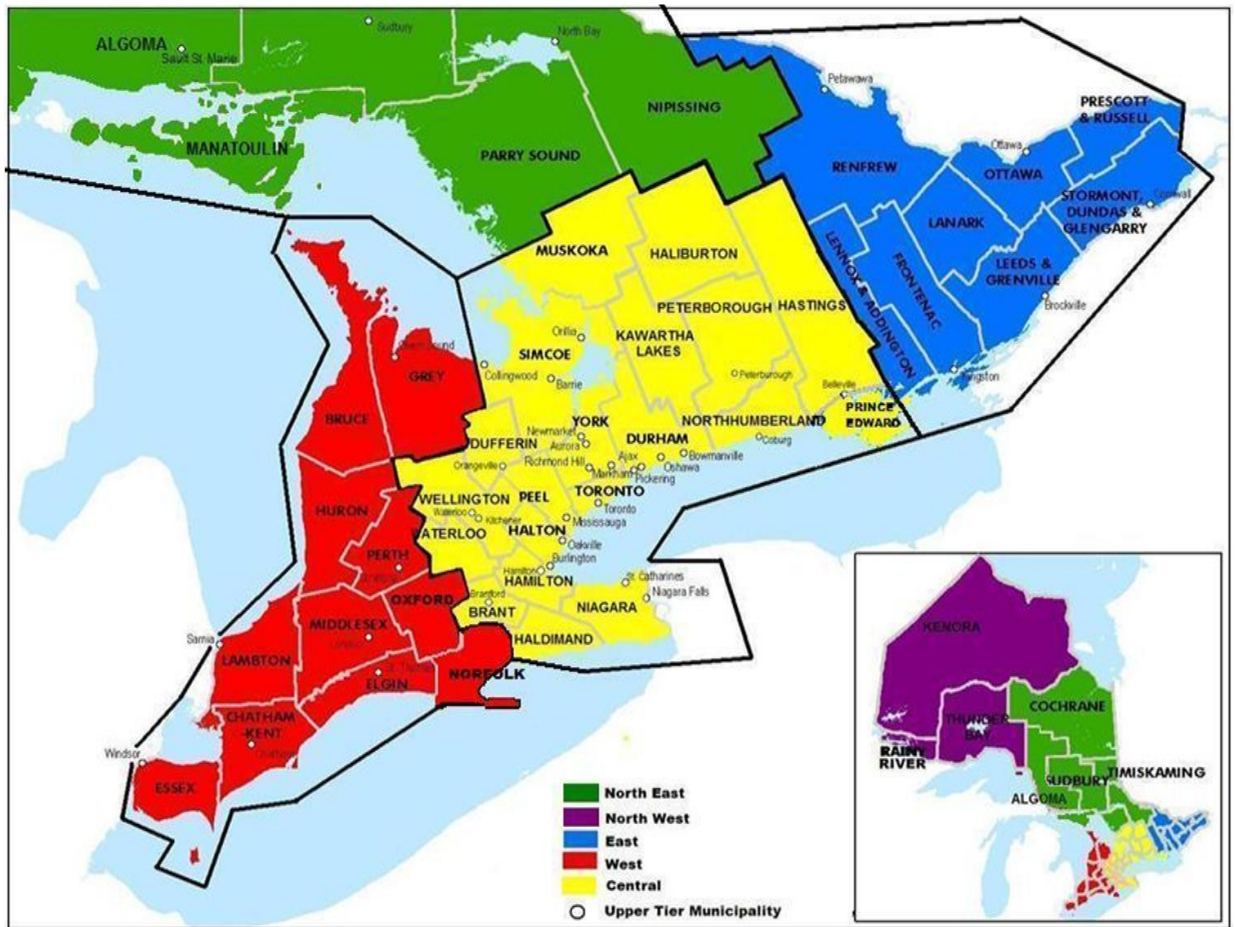
Article Number	Article Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
8.5.2	Election				
8.5.3	Arbitration Site				
8.5.4	Procedure				
8.5.5	Decision				
8.5.6	Confidential Information				
8.5.7	Termination Clauses not Subject				
8.6	Notices				
8.6.1	General				
8.6.2	Changes				
8.7	Publicity				
8.8	Confidentiality				
8.8.1	General				
8.8.2	Exceptions				
8.8.3	FIPPA/MFIPPA Records and Compliance				
8.8.4	Personal Information Not to be Stored Outside Canada				
8.9	Financial Information				
8.10	Entire Agreement				
8.11	Time of Essence				
8.12	Assignment and Enurement				
8.13	Amendment and Waivers				
8.14	Independent Parties				
8.15	Currency				
8.16	Legislation				

Article Number	Article Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
8.1.7	Governing Laws				
Appendix A	Purchasing Card Program Supplementary Provisions				
Appendix B	Rebate Structure and Fees				
Appendix C	Supplier's Application Form				
Appendix D	Disaster Recovery Plan				
Appendix E	Specific Client Requirements				

APPENDIX H – OEMC CLIENT ZONES

School Boards, Colleges, and Universities supported by OEMC sourcing initiatives are located in the following five (5) geographical Zones in the Province of Ontario.

Refer to Section 1.9 and Appendix I of the RFP as well.



APPENDIX I – ONTARIO SCHOOL BOARDS, COLLEGES AND UNIVERSITIES

School Boards, Colleges, and Universities are set out below in each applicable Zone. Refer to Section 1.9 and Appendix H of the RFP for more information.

Zone	School Boards			Colleges	Universities
Central	Brant Haldimand Norfolk Catholic DSB	Hamilton-Wentworth DSB	Waterloo Catholic DSB	Centennial College	Brock University
	CSD catholique Centre-Sud	Hastings and Prince Edward DSB	Waterloo Region DSB	Conestoga College Institute of Technology and Advanced Learning	University of Guelph
	CSD du Centre Sud-Ouest	Kawartha Pine Ridge DSB	Wellington Catholic DSB	Durham College of Applied Arts and Technology	McMaster University
	DSB of Niagara	Niagara Catholic DSB	York Catholic DSB	George Brown College of Applied Arts & Technology	OCAD University
	Dufferin-Peel Catholic DSB	Peel DSB	York Region DSB	Georgian College of Applied Arts and Technology	Ryerson University
	Durham Catholic DSB	Peterborough Northumberland and Clarington Catholic DSB		Humber College Institute of Technology & Advanced Learning	University of Toronto
	Durham DSB	Simcoe County DSB			Trent University
	Grand Erie DSB	Simcoe Muskoka Catholic DSB		Loyalist College of Applied Arts and Technology	University of Ontario Institute of Technology
	Halton Catholic DSB	Toronto Catholic DSB		Mohawk College of Applied Arts and Technology	University of Waterloo
	Halton DSB	Toronto DSB		Niagara College of Applied Arts and Technology	University of Western Ontario
	Hamilton-Wentworth Catholic DSB	Trillium Lakelands DSB		Seneca College of Applied Arts and Technology	Wilfrid Laurier University
		Upper Grand DSB		Sheridan Institute of Technology and Advanced Learning	York University
				Sir Sanford Fleming College	Royal Military College
East	Algonquin and Lakeshore Catholic DSB	Limestone DSB	Upper Canada DSB	The Algonquin College of Applied Arts and Technology	Carleton University
	Catholic DSB of Eastern Ontario	Ottawa Catholic DSB		Canadore College of Applied Arts and Technology	University of Ottawa
	CSD catholique de l'Est Ontarien	Ottawa-Carleton DSB			Queen's University
	CSD catholique du Centre-Est de l'Ontario	Renfrew County Catholic DSB		La Cité collégiale	Dominican College Of Philosophy & Theology
	CSD des écoles publiques de l'Est de l'Ontario	Renfrew County DSB		St. Lawrence College of Applied Arts and Technology	
North East	Algoma DSB	CSD du Nord-Est de l'Ontario	Nipissing-Parry Sound Catholic DSB	Cambrian College of Applied Arts and Technology	Algoma University
	CSD catholique des Grandes Rivières	DSB Ontario North East	Northeastern Catholic DSB	Collège Boréal	Laurentian University
	CSD catholique du Nouvel-Ontario	Huron-Superior Catholic DSB	Rainbow DSB	Sault College	Nipissing University
	CSD catholique Franco-Nord	Near North DSB	Sudbury Catholic DSB		
	CSD du Grand Nord de l'Ontario				

North West	CSD catholique des Aurores Boréales	Lakehead DSB	Superior North Catholic DSB	Confederation College of Applied Arts and Technology	Lakehead University
	Keewatin-Patricia DSB	Northwest Catholic DSB	Superior-Greenstone DSB	Northern College of Applied Arts and Technology	
	Kenora Catholic DSB	Rainy River DSB	Thunder Bay Catholic DSB		
West	Avon Maitland DSB	Lambton Kent DSB		Fanshawe College of Applied Arts and Technology	University of Windsor
	Bluewater DSB	London District Catholic SB		Lambton College of Applied Arts and Technology	
	Bruce-Grey Catholic DSB	St. Clair Catholic DSB		St. Clair College of Applied Arts and Technology	
	CSD des écoles catholiques du Sud-Ouest	Thames Valley DSB			
	Greater Essex County DSB	Windsor-Essex Catholic DSB			
	Huron-Perth Catholic DSB				