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PLAGIARISM DETECTION SOFTWARE

REQUEST FOR PROPOSALS NUMBER: #2019-290

Request for Proposals Issued On: January 3, 2019.

Proponent's Information & OTP Demonstration Session: 1:00 pm on January 8, 2019.

Proponent's Deadline for Questions: 2:00 pm on January 14, 2019.

Proponent's Deadline for Questions Pertaining to Issued Documents: 3:00 pm on January 23, 2019.

Closing Date: 2:00:00 pm on February 4, 2019

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

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

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This non-binding Request for Proposals (“RFP”) is an invitation to obtain Proposals from prospective Proponents for the provision of an institutional Plagiarism Detection Software System and the associated support services (“Resources”) as further described in Part 2 – the Deliverables (the “Deliverables”).

This RFP is issued by OECM.

1.2 Objective of the RFP

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

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

- Provide software as a service for a Plagiarism Detection tool for Ontario’s educational institutions (i.e.: colleges, universities and school boards) to help educators evaluate the originality of student work and provide feedback to improve student learning;
- Ensure system contains functionality to support data portability;
- Be capable of providing quality Resources in a timely manner, demonstrating value for money;
- Provide Clients with professional and responsive customer support and account management;
- Work in a cooperative manner with Clients, are flexible and innovative in providing quality Resources; and,
- Reduce the costs of competitive procurement processes associated with the Resources on an ongoing basis (i.e. fewer competitive procurement documents issued by Clients).

1.3 Supplier Expertise and Capabilities

The Supplier should possess the following expertise and capabilities:

- Be fully cognizant of and have the demonstrated Resources knowledge;
- Have a proven plagiarism detection software solution which is currently in use with higher education institutions etc.; and,
- Provide knowledgeable and professional personnel ensuring Clients’ needs are met.

1.4 Type of Agreement for Deliverables

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

The Term of the Agreement is intended to be for three (3) years, with an option in favour of OECM to extend the Term on the same terms and conditions for two extensions of up to one (1) year each. Supplier performance (i.e. Client uptake, satisfaction, performance, quality, service provision, response time, reporting, marketing efforts and any commitments made in the Proponent’s Proposal) will be considered when contemplating an Agreement extension and supplier refresh, if necessary.

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

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

1.5 No Contract A and No Claims

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

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

1.6 No Contract until Execution of Written Agreement

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

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

1.7 Non-Binding Rates Estimates

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

1.8 No Guarantee of Volume of Work or Exclusivity of Agreement

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

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

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

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

1.9 Overview of OECM

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

Working in collaboration with Clients, OECM:

- Establishes, promotes and manages non-mandatory agreements for products and services commonly used throughout its' Client community;
- Supports Clients' access and use of OECM agreements through analysis, reporting and the development of tools, guides, and other materials; and,

- Actively promotes adherence to the Ontario Broader Public Sector (“BPS”) Procurement Directive and trade agreements in all phases of the sourcing and agreement lifecycle.

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

1.10 OECM Geographical Zones

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

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

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

1.11 OECM Client Advisory Group

The following Clients advised OECM in the development of the requirements set out in this RFP.

Client	Client’s Website
University of Toronto	www.utoronto.ca
Queen’s University	www.queensu.ca
Ryerson University	www.ryerson.ca
McMaster University	www.mcmaster.ca
University of Ontario Institute of Technology (UOIT)	www.uoit.ca
York University	www.yorku.ca
University of Waterloo	www.uwaterloo.ca

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

1.12 Ontario Broader Public Sector Procurement Directive

OECM follows the Broader Public Sector (BPS) Procurement Directive effective April 1, 2011 issued by the Ontario Management Board of Cabinet.

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

The purpose of the directive is:

- To ensure that goods and services, including construction, consulting services, and information technology are acquired by BPS entities through a process that is open, fair, and transparent;
- To outline responsibilities of BPS entities throughout each stage of the procurement process; and,
- To ensure that all BPS entities in Ontario are consistently managing their procurement processes.

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

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

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

1.13 Client Participation in OEMC Marketplace Agreements

OECM currently has five hundred and ninety-six (596) Clients using one (1) or more OEMC agreements:

- One hundred and sixteen (116) School Boards, Colleges and Universities; and,
- Four hundred and eighty (480) other organizations.

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

Year over Year	Overall Spend Growth %
2012 over 2011	60%
2013 over 2012	50%
2014 over 2013	41%
2015 over 2014	17%
2016 over 2015	34%
2017 over 2016	26%

1.14 Client's Usage of Agreements

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

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

Part Two (or the second stage selection process) is managed by the Client or by OEMC on the Client's behalf, and is focused on the Client's specific needs. Depending on the Client's internal policies, and potential dollar value of the Resources a Client may:

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

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

- Proposed Resources;
- Timelines for Resources; and,
- Final, net Rates.

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

1.15 Client Supplier Agreements

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

The Supplier will actively promote the Agreement to Clients by:

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

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

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

1.16 Proponent Consortium Information

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

- One (1) of the members of the Consortium shall identify itself as the Proponent on behalf of the consortium in Appendix B – Form of Offer within OTP. The Proponent must also list all consortium members and state what each member will supply in Appendix F – Consortium Information Form within OTP; and,
- The Proponent shall assume full responsibility and liability for the work and actions of all consortium members with respect to the obligations to be assumed pursuant to this RFP.

1.17 Rules of Interpretation

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

- Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender;
- Words in the RFP shall bear their natural meaning;
- References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”;

- In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words;
- Unless otherwise indicated, time periods will be strictly applied; and,
- The following terminology applies in the RFP:
 - Whenever the terms “must” or “shall” are used in relation to OECM or the Proponent, such terms shall be construed and interpreted as synonymous and shall be construed to read “OECM shall” or the “Proponent shall”, as the case may be;
 - The term “should” relates to a requirement that OECM would like the Proponent to address in its Proposal; and,
 - The term “will” describes a procedure that is intended to be followed.

1.18 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.

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

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

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

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

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

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

“Closing Date” 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;

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

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

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

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

“Deliverables” means Resources to be delivered as specified in this RFP;

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

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

“Learning Management System” or **“LMS”** means a software application for the administration, documentation, tracking, reporting and delivery of educational courses;

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

“OECM” means the Ontario Education Collaborative Marketplace;

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

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

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

“PFO” means a provincially funded organization;

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

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

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

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

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

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

“Request for Proposals” or **“RFP”** means this Request for Proposals #2019-290 issued by OECM, including all appendices and addenda thereto;

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

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

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

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

“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; and,

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

[End of Part 1]

PART 2 - THE DELIVERABLES

2.1 Description of Deliverables

The Supplier shall provide a web or cloud based Plagiarism Detection Software Solution (“Resources”) that meet or exceed the academic and operational requirements of OECM Clients.

The Supplier must comply with all privacy legislation (i.e., FIPPA, MFIPPA and PIPEDA) as it relates to the provision of Resources in this RFP.

The Supplier must comply with accessibility legislation as detailed in section 2.13 of this RFP.

2.2 Software Solution and Support Resource Requirements

The Supplier should provide and support the following at a minimum:

- a) Institutional Plagiarism Detection software product;
- b) Hosted by the Supplier and accessible through a web browser;
- c) Ability to integrate with other systems, applications or services including Learning Management Systems (LMS);
- d) Reporting functionality;
- e) Customer support;
- f) Implementation; and,
- g) Training.

2.3 Software Solution Resource Features

The software solution should include the following features and functionality at a minimum:

- a) Ability to check academic submissions for textual similarity and/or improper citation against a database of academic materials which include but is not limited to previously submitted papers, journals, periodicals, published papers, web pages;
- b) Provide a learning opportunity for students through effective feedback and engagement in their own development;
- c) Ability to import Clients’ existing collections of submitted papers and use for comparison;
- d) Ability to accept multiple file formats for assignment uploads which should include but are not limited to docx, plain text, odf, rtf, PDF formats.
- e) Able to use optical character recognition (OCR) for submissions submitted as an image.
- f) The software solution’s workflow has the flexibility to provide options for the creation of accounts, set up of submissions and configuring who has access to the submissions and to the Solution;
- g) The software solution has the ability to generate reports that provide all the information required by the students, instructors etc. The reports are to be precise, with the information clearly displayed. The analysis should be intuitive requiring few steps to complete. The instructor should be able to export the reports as a PDF or using spreadsheet software;
- h) The software solution should allow course team members (e.g., Teaching Assistants, Course Administrators) to access and view submitted files, to download the files and provide feedback;
- i) The software solution should ensure that students only have access to the student reports;

- j) The creation of submissions should include the flexibility to set date and time parameters for the submissions either within an LMS, the software solution itself or using web services;
- k) The software solution should have a clear and effective method for students to upload submissions, access the reports, and test the originality of their writing before final submission of their assignment;
- l) The software solution should have the ability to manage the bulk upload of submissions into the system as well as the ability to handle individual student submissions using single sign on.;
- m) If submissions are stored on the supplier's system then the software solution should have the ability to allow students to schedule the removal of their submissions from the software solution once the course end date has passed;
- n) The level of interoperability with other systems, applications or services that have file submission functionality (e.g. Learning Management Systems) is important to OECM's Clients. The software solution will be required to integrate in a secure manner with various systems, applications or services using standard integration methods such as Application Program Interface (API) and/or Learning Tools Interoperability (LTI);
 - o Based on the Client's existing platform they may require a different method of integration when Clients have internally developed local enhancement tools and, where possible, the Supplier will be expected to work with the Client to develop a different method to integrate the Solution;
- o) The software solution will be required to address the Clients requirement that a method exist to ensure only authorized individuals have access to the software solution; and,
- p) The vendor should be willing to work with Clients in the establishment of a Client held archive database of submitted student and graduate student submissions.

2.3.1 Application Security Resources

The Supplier should provide services that meet the Clients' needs in application security including but not limited to the following:

- a) Information on regular security testing – what kind of testing, by whom and how often;
- b) Information on the practices related to privacy breach detection, response and recovery;
- c) Upon request, provide date of last vulnerability scan;
- d) Integration with central authentication services (e.g. Security Assertion Markup Language [SAML]);
- e) Capabilities for the automated provisioning and de-provisioning of accounts
- f) Preset Access expiry and the ability to change an expiry date;
- g) Role based access; and,
- h) Determination of level of access.

2.3.2 Technical Specifications

The software solution requirements should provide the option for current web browsers (e.g.: Chrome, Edge, Firefox, Safari). Proponents are required to specify and provide system requirements for operating systems as part of Stage II – Technical Response.

All web content must be highly accessible to persons with disabilities. At a minimum, all web content except PDF must conform to Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and all PDF must comply with ISO 14289.

2.3.3 Software Solution Resource description

The Proponent will be required to provide a detailed description of the proposed software solution prior to the implementation, including:

- a) The underlying technology architecture of the software solution;
- b) The software and hardware components involved in the process (i.e.: servers, network infrastructure, storage, etc.); and
- c) How the components communicate.

2.3.4 Encryption Resources

The Proponent should provide Resources that meet the encryption needs of Clients including but not limited to the following:

- a) Content triggered encryption;
- b) Simple mechanism to ensure highest level of encryption security for sensitive information;
- c) Encryption key management; and,
- d) Folder level encryption.

2.3.5 Provision of Reporting to Clients

At a minimum, the following reporting features are required:

- a) Capability to track if students have submitted submissions for textual similarity checking;
- b) Capability to track usage levels of system;
- c) Has an intuitive and easy-to-use Graphical User Interface (GUI) for report viewing; and,
- d) The reports are to be accurate with the information clearly displayed. Report analysis should be intuitive to users at all levels of computer skills and require few steps to complete.

The Supplier and Client may mutually agree upon additional types of reporting and related reporting frequency. Such requirements, if any, shall be detailed in Client's CSA.

2.3.6 System Requirements

The Supplier is required to provide details regarding the requirements to enable the system prior to implementation.

- a) Specify and provide system requirements for operating system;
- b) Required hardware of software including any third party hardware or software that requires purchasing; and,
- c) Estimated setup of configuration effort required by Clients.

2.4 Implementation and Transition Resources

The Supplier shall provide Clients support to ensure smooth implementation and minimal service disruption and at no cost.

Implementation support may be carried out via remote implementation with coordination with Clients' IT department.

The Supplier shall accommodate various implementation timeframes required by different Clients, details should be outlined in the individual Client Supplier Agreements.

The Supplier will provide a work plan to Clients prior to implementation including information on activities, roles and responsibilities between the Supplier and Client, estimated timeline, required Client resources and training activities.

2.4.1 Maintenance/Support

The Supplier shall provide the following maintenance and/or support to Clients for the Term of the Agreement at no cost:

- Fixes;
- Patches;
- Upgrades;
- Maintenance schedules; and,
- Change management policy,

2.4.2 Training

The Supplier shall provide training to Clients' staff at no cost including but not limited to the following:

- Administration and system management;
- Comprehensive online documentation and help files;
- Online tutorials; and,
- Training sessions for end users, trainers and administrators.

2.4.3 Availability and Reliability

The Supplier's software solution should be available twenty-four (24) hours a day and seven (7) days a week. Uptime should be a minimum of ninety-eight percent (98%). Any scheduled downtime will be mutually agreed upon with the Client and the Supplier shall provide advanced notification.

2.4.4 Demonstration

As part of the overall evaluation, Proponents will be required to provide an on-line or in person demonstration of their solution that shows:

- What the administrator, faculty and student experience is like;
- Which Learning Management Systems the software solution works with; and,
- An example of an end-to-end workflow, including reports, using a common LMS.
- Implementation plan; and,
- Explain how its Resource offering brings value and savings to OECM Clients.

2.5 Optional Resources

During the Term of the Agreement, if mutually agreed to by the Clients, OECM and the Supplier, other Resources may be added to the Agreement to align with Client needs.

The Supplier shall provide OECM at least ninety (90) days prior written notice, if requesting a Resource refresh.

Additional Resource requests from the Supplier must be accompanied by appropriate documentation (e.g. detailed calculations, Resource description, and rationale for the addition).

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

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

Agreements will be amended accordingly.

2.6 Invoicing

The Supplier shall submit an invoice to the Client after services have been provided or at other specific time (e.g., before the commencement of Services) during the Term as mutually agreed upon with a Client. The invoices will be in either paper or electronic format, as detailed in the Client's CSA. The invoice shall be itemized and contain, at a minimum, the following information:

- Invoice number and date;
- Client's name, organization and address;
- Description of Resources;
- Unit price based on head count and broken down by type (i.e., staff, student); and,
- Extended total.

2.7 Payment Terms and Methods

Most Clients' payment terms are net thirty (30) days. Different payment terms may be negotiated and agreed upon by both parties when executing CSAs.

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

2.8 Electronic Funds Transfer

The Supplier shall provide the Client with the necessary banking information to enable Electronic Funds Transfers ("EFT") for any related invoice payments, as requested.

The necessary information is a void cheque (if at all possible) including, but not limited to:

- Financial institution's name;
- Financial institution's transit number;
- Financial institution's account number; and,
- Email address for notification purposes.

2.9 Agreement Administration and Support to Clients

The Supplier will be responsible for providing the following support to Clients during the Term of the Agreement.

2.9.1 Technical Support

The Supplier shall provide the following technical support to Clients at a minimum:

- Telephone technical support based on Eastern Standard Time during Business Hours;
- On-line 24/7 technical support with escalation capabilities, as requested;
- Toll-free telephone, e-mail and web-based technical support; and,
- Tiered support with escalation process as required addressing varying needs of different Clients' varying in house resources and technical expertise.

2.9.2 Data Security, Ownership and Portability

- The Supplier will maintain physical, administrative and technological safeguards as reasonably necessary and sufficient to protect the data and confidential information of the Client and their administrators, professors and students.
- The Proponent acknowledges that all property rights to the works created and submitted through the Resource are the students' sole and exclusive property.
- The Supplier should provide Clients with the means to retrieve all content provided by the Clients' students and any other data produced or generated through the Supplier's use of the digital content. Retrieval should be possible without significant inconvenience, in reasonable time, and in a commonly used data format.

2.9.3 Customer Support to Clients

The Supplier shall provide effective customer support to Clients and their administrators, professors and students including, but not limited to:

- a) A responsive account executive (or a team of personnel led by an account executive) assigned to Clients to support its needs by providing day-to-day and ongoing administrative support;
- b) The Supplier's team must be responsive to the needs of Clients. Requested information and documentation must be provided, and issues resolved, in a timely manner;
- c) Ensuring minimal disruption to the Clients;
- d) Easy access to the Supplier (i.e., online access, toll free telephone number, e-mail and voicemail);
- e) Day-to-day support (e.g. process issues, help desk/technical, and administrative support);
- f) Establishing an ongoing communications program with the Clients (e.g., new services available);
- g) Knowledge transfer and no-charge educational events (e.g., webinars);
- h) Attending regular business reviews, in person or via teleconference as required, with Clients or other meetings, as requested; and,
- i) Providing reports and submission data to Clients, as required.

2.9.4 Customer Satisfaction

Understanding that each Client is different, the Supplier will perform customer satisfaction surveys with the Client's staff responsible for ordering and managing the acquisition of Resources.

The survey should be focused on, but not limited to:

- Customer support;
- Quality and performance of the Resources
- Issue resolution processing;
- Price competitiveness;
- Invoice discrepancies;
- Response time; and,
- Performance (i.e. is the Supplier meeting Performance Scorecard requirements).

The survey contents, needs and requirements will vary from one (1) Client to another. The Supplier shall work with the Client to develop, and distribute as mutually agreed upon by the Supplier and Client, an appropriate survey for their organization. Results shall be shared with OECM upon completion.

2.9.5 Related Services Support

The Supplier shall provide Clients with the following related services support at a minimum:

- Implementation and transition;
- Maintenance;
- On-going technical support; and,
- Training.

2.10 Agreement Management Support to OECM

2.10.1 Account Pricing Audit and Management

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

- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement, including respecting the Clients mandatory requirement to fulfill their supply chain code of ethics as set out in the BPS Procurement Directive;
- Promoting the Agreement as set out in Section 1.15 of this RFP within the Client community;
- Attending quarterly business review meetings with OECM to review KPI performance metrics, CSAs, Deliverables, sales, issue management, opportunities for improvement, and other appropriate business activities;
- Providing financial documents as requested to support OECM in conducting financial audits on the Supplier;
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- Monitoring, managing and reporting pricing, savings and service quality (including customer support);
- Conducting comparative analysis (e.g. saving analysis to Clients) and surveys regularly during the Term of the Agreement to ensure customer satisfaction and support Clients' strategic directions; and,
- Submission of Service sales report, any ad hoc reports on time.

2.10.2 Supplier's Performance Management Scorecard

To ensure Agreement requirements are met, the Supplier's performance will be measured and tracked by OECM as described in Appendix H.

2.10.3 Reporting to OECM

The Supplier shall be responsible for providing monthly sales reports to OECM. The reporting shall at a minimum include the following fields of information:

- Client's organization name
- Client's Sector (College, School Board, University or other BPS);
- Invoice number;
- Invoice date;
- Client's address;
- Client's purchase order number, if applicable;
- Description of Service provided;

- Unit price based on head count and broken down by type (i.e., staff, student);
- Savings: and,
- Extended total.

In addition, the Supplier shall be responsible for providing monthly reports detailing agreement activities including but not limited to the following:

- Client-Supplier Agreement status (e.g., executed in the previous month, pending execution); and,
- SLA report including service availability, major outages and other SLA violations.

To meet the reporting requirements of the Trade Agreements (CETA and CFTA), the Supplier shall provide the following information on a quarterly basis:

- Total value of spend by Client;
- Total number of CSA's in place broken down by Client and Resource.

The Supplier should also provide updates on key technology changes at each quarterly business review meeting.

The Supplier shall be responsible for other ad hoc reports reasonably requested by OEMC.

2.11 Disaster Recovery and Business Continuity

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

2.12 Licenses, Right to Use and Approvals

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

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

2.13 Accessibility for Ontarians with Disabilities Act

OEMC and its Clients are 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 Services and Services consistent with the Ontario Human Rights Code (OHRC), the *Ontarians with Disabilities Act, 2001* (ODA) and *Accessibility for Ontarians with Disabilities Act, 2005* (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities.

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

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

2.14 Resource Rates

The proposed Rates shall be firm maximum net Rates per user for the first twelve (12) months of the Term. The maximum net Rates for the Resource shall be inclusive of license, implementation, maintenance, training and technical support.

Clients shall have the option to purchase licenses per annum or commit to a multi-year licensing agreement. Regardless if the Clients commits to per annum or multi-year licensing agreement, the Supplier shall allow

Clients to adjust the actual number of licenses up to twice a year based on the actual enrolment data and charge Clients accordingly.

2.15 Co-ordinated Bulk Purchases

OECM and or Clients may co-ordinate bulk Resource purchases for several Clients at one (1) time during the Term of the Agreement. If this occurs, OECM or the Client may negotiate a lower Rate with the Supplier for bulk purchases. Lead-time for **bulk purchases may differ** and may be mutually agreed upon between the parties.

2.16 Optional Rate Refresh

OECM's goal is to keep Rates as low as possible for Clients. However, the Supplier may request a Rate refresh at each agreement anniversary by providing one-hundred-and-twenty (120) days prior written notice. If a Rate refresh is not requested, the Rates will remain firm until next Rate refresh opportunity.

Any such request from a Supplier for a rate refresh must be accompanied by appropriate documentation (i.e. technology changes, detailed calculations and individual Client impact analysis) to support any Rate adjustment.)

As part of any review OECM will consider Rate adjustments that reflect changes in operation, adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, substantial fluctuations in foreign exchange rates as publishes by the Bank of Canada, or ordinances. OECM may use a third party index (such as the Consumer Price Index) in the Rates review. OECM will not consider any fixed costs or overhead adjustments in its refresh.

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

If OECM and the Supplier are not able to agree within thirty (30) days of the request for a pricing refresh, the Agreement may be terminated, at the sole discretion of OECM, as of the date which is one-hundred and twenty (120) days following the Agreement anniversary dates at the same Rate.

Clients require a minimum of thirty (30) days prior notice on any rate increase. In situations where OECM and the Supplier take additional time to mutually agree to new price, the effective date of new prices will be adjusted accordingly to allow for thirty (30) days prior notice to Client.

In situations where a Client commits to multi-year licensing agreement, the Supplier shall work with Client to cap the increase percentage at Agreement anniversaries, as requested. Details shall be included in the Client Supplier Agreement.

Decreases to any Rates or increase in discount percentages for volume purchase shall be accepted at any time during the Term of the Agreement.

Agreements will be amended accordingly, if necessary.

2.17 Optional Process to Add Other Resources

During the term of the Agreement, if mutually agreed by OECM and the supplier, other Products and/or Services (e.g. newly available and innovative Products and/or Services) may be added to the Agreement on the Agreement Anniversary date to align with client needs. The Supplier may request to add new resources by providing one-hundred-and-twenty (120) days prior written notice.

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

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

Rates for newly added Products and/or Services will not be negotiated at the time ensuring Rate alignment with similar Products and/or Services currently available on the agreement.

Agreements will be amended accordingly.

2.18 Savings Calculation

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

[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 **eight (8)** stages:

Stages	Evaluation	Scoring Methodology and Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	Pass/Fail	Pass
Stage II	Technical Response	340	170
Stage III	Demonstration	50	Not Applicable
Stage IV	Commercial Response	105	Not Applicable
Stage V	Cumulative Score	495	Not Applicable
Stage VI	Tie Break	No Point Allocation	Not Applicable
Stage VII	Negotiations	No Point Allocation	Not Applicable
Stage VIII	Agreement Finalization	No Point Allocation	Not Applicable

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

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

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

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

A Proposal must include the following **six (6)** qualification submission forms:

Appendix	Title	Complete Form within OTP	Complete Form and Upload to OTP
Appendix C	Commercial Response		√
Appendix G	Compliance with Agreement		√
Appendix F	Consortium Information Form, if applicable	√	
Appendix B	Form of Offer	√	
Appendix K	OEM Undertaking, if applicable		√
Appendix D	References	√	
Appendix E	Technical Response	√	

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

The Proponent will not be able to submit a Proposal after the Closing Date.

If the Proponent fails to insert any information required on the Form of Offer, and/or the Consortium Information Form if applicable, OECM may provide such Proponent with an opportunity to rectify such deficiency within a period of two (2) Business Days from notification thereof. Proponents satisfying the

identified deficiencies on the Form of Offer, and/or the Consortium Information Form, if applicable, within such period will proceed to Stage II. Proponents failing to satisfy the identified deficiencies within such period will be disqualified and not evaluated further.

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

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

(a) Conflict of Interest

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

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

(b) Insurance

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

(c) General

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

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

3.2.2 Commercial Response – Appendix C (Qualification Submission Form)

The Appendix C – Commercial Response, posted as a separate Microsoft Excel file, must be completed and uploaded into the Commercial Envelope in OTP in accordance with the instructions contained below and in Appendix C, provided that the following shall apply:

- The Proponent shall propose maximum Rates for Resources applicable to all Clients;
- Unless otherwise stated all Rates shall be provided in Canadian funds and shall include all applicable costs, including, but not limited to overhead, materials, fuel, fuel surcharge, duties, tariffs, travel, delivery, office support, profit, permits, licences, labour, insurance, and Workplace Safety Insurance Board costs;
- All Rates shall be quoted exclusive of the HST, or other similar taxes; and,
- In the event of any discrepancy in the Rates within a Proposal, the lowest Rate submitted shall prevail.
- The Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the RFP, that it has factored all of the provisions of the Agreement, if any, into its pricing assumptions, calculations and into its proposed Rates indicated in its Commercial Response.

3.2.3 Consortium Information Form – Appendix F (Qualification Submission Form, if Applicable)

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

3.2.4 Compliance with Agreement – Appendix G (Qualification Submission Form)

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

3.3 Stage II – Appendix E – Technical Response

The Appendix E – Technical Response includes a series of questions the Proponent is required to respond to. The responses will be assessed to determine the Proponent's ability to fulfill the RFP Deliverables.

Stage II will consist of an evaluation and scoring of each Eligible Proposal on the basis of the Proponent's Technical Responses. Only information contained within Appendix E – Technical Response will be evaluated in Stage II.

A Proposal that meets or exceeds the minimum thresholds will receive a **pass** in this stage and proceed to Stage III of the evaluation process.

Any Proposal that does **not** meet the required minimum thresholds will **not** be evaluated further.

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

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

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

Each Technical Response should:

- Be complete (bullet point format is acceptable);
- Be concise and factual; and,
- Demonstrate the Proponent's understanding of the RFP Deliverables by providing responses validating its capabilities.

The following is an overview of the point allocation and minimum threshold requirements for the applicable Technical Response components for this RFP:

Technical Response Components	Available Points	Minimum Threshold, if any
1. Software Solution and Resource Detection Requirements	200	100
2. Application Security	66	N/A
3. Technical Specifications	10	N/A
4. Reporting to Clients	10	N/A
5. Maintenance, Availability and Reliability	28	N/A
6. Customer Support	26	N/A
TOTAL POINTS:	340	170

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

N/A indicates not applicable.

3.4 Stage III – Demonstration

Proponents with the highest scoring Proposals or all Proponents may be invited to present a demonstration of their software solution to the evaluation committee.

It is anticipated that the demonstration, if required, will occur via web conference or videoconference application or at OECM or at a Client's location in the Greater Toronto Area. The Proponent should ensure its key resources are available to attend the demonstration.

OECM will send a notice and further detail to the Proponent being invited at least five (5) Business Days and not more than ten (10) Business Days in advance of the proposed date and time for the demonstration. If the Proponent is unable to conduct the demonstration at the proposed date and time, OECM will use reasonable efforts to: (i) find a mutually agreeable time on the date proposed by OECM; and, (ii) if OECM and Proponent are unable to do so, find a mutually agreeable time on a day prior to the date originally proposed by OECM.

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

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

3.4.1 Demonstration Content

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

- Demonstrate the administrator, faculty and student experience;
- Identify which Learning Management Systems the software solution works with;
- An example of an end-to-end workflow, including reports, using a common LMS.
- Implementation plan; and,
- Exhibit how its Resource offering brings value and savings to OECM Clients.

3.4.2 Attendance

If attending in person, up to five (5) Proponent participants (including technical staff) may attend the presentation.

3.5 Stage IV – Commercial Response

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

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

Commercial Response Components	Available Points
1. Pricing for One (1) year commitment	35
2. Pricing for Two (2) year commitment	35
3. Pricing for Three (3) year commitment	35
TOTAL POINTS:	105

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

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

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

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR LEVEL 3 OF A 2-YEAR COMMITMENT		
Proposed Rates	Calculation	Resulting Points
If Proponent 1 proposes the lowest Rate of \$2.00 for level 3 (three) of a 2-year commitment, it would receive 100% of the points allocated.	$\$2 \div \$2 \times 5 \text{ Points}$	5
If Proponent 2 proposes the second lowest Rate of \$3.00 for level 3 (three) of a 2-year commitment, it would receive 66% of the points allocated.	$\$2 \div \$3.00 \times 5 \text{ Points}$	3.3
If Proponent 3 proposes the third lowest Rate of \$4.00 for level 3 (three) of a 2-year commitment, it would receive 50% of the points allocated.	$\$2 \div \$4.00 \times 5 \text{ Points}$	2.5

Where:

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

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

3.6 Stage V – Cumulative Score

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

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

3.7 Stage VI - Tie Break Process

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

3.8 Stage VII – Negotiations

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

- The negotiations may include:
- Resources (e.g. performance, SLAs, penalties, reporting);
- Agreement terms and conditions;
- Additional references, if required;
- Rates; and,
- Best and Final Offer.

OECM may also request supplementary information from a Preferred Proponent to verify, clarify or supplement the information provided in its Proposal or confirm the conclusions reached in the evaluation and may include requests by OECM for improved Rates.

OECM intends to complete negotiations within fifteen (15) calendar days after notification. If, for any reason, OECM and a Preferred Proponent fail to reach an agreement within the aforementioned timeframe, OECM may at its sole and absolute discretion (a) request the Preferred Proponent to submit its Best and Final Offer; (b) terminate discussions and negotiations with that particular Preferred Proponent, or (c) extend the negotiation timeline.

Once a Preferred Proponent and OECM reach an agreement, that Preferred Proponent will be invited to execute an Agreement.

3.9 Stage VIII - Agreement Finalization

Upon, successful completion of the negotiation process the Preferred Proponent will be afforded five (5) Business Days to execute the Agreement. Once the Agreement has been executed, Clients may execute a CSA with the Supplier.

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

3.9.1 Notification to Other Proponents

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

3.10 Agreement Launch and Marketing

OECM will promote the use of the Agreement with Clients as set out in Section 1.15 During the post-award period, the Supplier will be expected to meet with OECM, as-and-when-required, to discuss an effective collaborative Agreement launch approach.

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

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

[End of Part 3]

PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 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/Time
OECM's Issue Date of RFP:	January 3, 2019
Proponent's Information and OTP Demonstration Session:	January 8, 2019
Proponent's Deadline for Questions:	January 14, 2019
OECM's Deadline for Issuing Answers:	January 16, 2019
Proponent's Deadline for Questions Pertaining to <u>Issued Documents only</u> :	January 23, 2019
OECM's Deadline for Issuing Final Addenda:	January 25, 2019
Closing Date:	February 4, 2019
Agreement Start Date:	March 29, 2019

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

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

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

4.1.2 Proponent's Information and OTP Demonstration Session

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

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

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

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

Information provided during this session will be posted on OTP.

In the event of a conflict or inconsistency between the Proponent's Information and OTP Demonstration Session and the RFP, the RFP shall prevail.

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

4.1.3 Proponent to Follow Instructions

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

4.1.4 Proposal in English

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

4.1.5 OECM's Information in RFP Only an Estimate

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

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

4.1.6 Proponent's Costs

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

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

4.2 Communication after RFP Issuance

4.2.1 Communication with OECM

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

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

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

4.2.2 Proponent to Review RFP

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

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

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

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

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

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

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

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

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

4.2.3 Proponent to Notify

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

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

The Proponent shall not:

- 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; and,
- 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 on OTP. Each addendum shall form an integral part of this RFP.

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

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

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

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

4.3 Proposal Submission Requirements

4.3.1 General

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

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

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

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

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

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

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

4.3.2 Proposal Submission Requirements

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

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

4.3.3 Other Proposal Considerations

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

- Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored;
- Completely address, on a point-by-point basis, each technical question in Appendix E – Technical Response. Technical Responses left blank and/or unanswered will receive a score of zero (0). Refer to Section 3.3;
- Information attached as part of the Commercial Envelope in OTP will not be considered as part of the evaluation of Evaluation Stage II - Technical Response. Refer to Section 3.3; and,
- The Proposal should be complete in all respects. Proposal evaluation and scoring applies only to the information contained in the Proposal, or accepted clarifications as set out in Section 4.3.12 Clarification of Proposals.

4.3.4 Proposal Receipt by OECM

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

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

4.3.5 Withdrawal of Proposal

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

4.3.6 Amendment of Proposal on OTP

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

4.3.7 Completeness of Proposal

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

4.3.8 Proposals Retained by OECM

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

4.3.9 Acceptance of RFP

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

4.3.10 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 Closing Date. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all addenda.

4.3.11 Proposals will not be Opened Publicly

The Proponent is advised that there will not be a public opening of this RFP. OECM will open Proposals at a time subsequent to the Closing Date.

4.3.12 Clarification of Proposals

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

OECM will exercise this right in a similar manner for all Proponents who, in the opinion of OECM, make an unintentional error of form in its Proposal.

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

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

4.3.13 Verification of Information

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

- Verify any Proponent's statement or claim made in its Proposal or made subsequently in a clarification, interview, site visit, oral presentation, demonstration, or discussion by whatever means OECM may

deem appropriate, including contacting persons in addition to those offered as references, and to reject any Proponent statement or claim, if such statement or claim or its Proposal is patently unwarranted or is questionable, which may result in changes to the scores for the Proponent's Technical Response; and,

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

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

4.3.14 Proposal Acceptance

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

4.3.15 RFP Incorporated into Proposal

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

4.3.16 Exclusivity of Contract

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

4.3.17 Substantial Compliance

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

4.3.18 No Publicity or Promotion

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

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

4.4 Negotiations, Timelines, Notification and Debriefing

4.4.1 Negotiations with Preferred Proponent

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

The Preferred Proponent shall execute the Agreement in the form attached to this RFP with negotiated changes, if any, and satisfy any other applicable conditions of this RFP within twenty (20) days of invitation to enter into negotiations. This provision is solely to the benefit of OECM and may be waived by OECM at its sole discretion.

If the Preferred Proponent and OECM cannot execute the Agreement within the allotted twenty (20) days, OECM will be at liberty to extend the timeline, request the Preferred Proponent to submit its Best and Final Offer as described in Section 3.8 or to terminate discussions and negotiations with the Preferred Proponent.

4.4.2 Failure to Execute an Agreement

When the Preferred Proponent successfully reaches an agreement with OECM at the end of the negotiation process in accordance with the evaluation set out in this RFP, the Preferred Proponent will be allotted five (5) business days to execute the Agreement.

If the Preferred Proponent cannot execute the Agreement within the allotted timeframe, OECM may rescind the invitation to execution and Agreement.

In accordance with the process rules in this Part 4 – Terms and Conditions of this RFP, there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement.

4.4.3 Notification to Other Proponents

Once the Agreement is executed, other Proponents will be notified directly in writing and shall be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the contract.

4.4.4 Agreement

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

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

4.4.5 Debriefing

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

4.4.6 Bid Dispute Resolution

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

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

A protest in writing should include the following:

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

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

4.5 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; and,
- 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 Proposal and any information gathered in any related process as confidential, provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by OECM.

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

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

4.5.3 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 Resources 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 Resources and to confirm that the work performed is consistent with these qualifications; and,
- Consent – It is the responsibility of the Proponent to obtain the consent of such individuals prior to providing the information to OECM. OECM will consider that the appropriate consents have been obtained for the disclosure to and use by OECM of the requested information for the purposes described.

4.5.5 Non-Disclosure Agreement

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

4.5.6 Freedom of Information and Protection of Privacy Act

The *Freedom of Information and Protection of Privacy Act (Ontario)*, applies to information provided by the Proponent. A Proponent should identify any information in its Proposal or any accompanying documentation

supplied in confidence for which confidentiality is to be maintained by OECM and its Clients. The confidentiality of such information will be maintained by OECM, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

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

4.5.7 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.competitionbureau.gc.ca/eic/site/cb-bc.nsf/eng/home>, and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34.

4.5.8 Trade Agreements

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

For more information, refer to the following:

- Canadian Free Trade Agreement website at <https://www.cfta-alec.ca/>;
- Trade and Cooperation Agreement between Quebec and Ontario at <https://www.cfta-alec.ca/wp-content/uploads/2017/07/OQTCA-Consolidated-Jan-24-2017.pdf>; and,
- Comprehensive Economic and Trade Agreement at <http://www.international.gc.ca/gac-amc/campaign-campagne/ceta-aecg/index.aspx?lang=eng>.

4.5.9 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 and the respective Client.

4.5.10 Disqualification for Misrepresentation

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

4.5.11 References and Past Performance

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

4.5.12 Cancellation

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

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:

- (a) Make public the names of any or all Proponents;
- (b) Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information, if accepted, into the Proposal, at OECM's discretion, provided that any clarification or submission of supplementary written information

- shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- (c) Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in OECM's sole and absolute discretion;
 - (d) Verify with any Proponent or with a third party any information set out in a Proposal;
 - (e) Check references other than those provided by Proponents;
 - (f) With supporting evidence, disqualify any Proponent on grounds such as:
 - o Bankruptcy or insolvency;
 - o False declarations;
 - o Significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior agreement or agreements;
 - o Final judgments in respect of serious crimes or other serious offence; or,
 - o Professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent;
 - (g) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
 - (h) Disqualify any Proponent who fails to cooperate with OECM which impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP;
 - (i) Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached an agreement with OECM, or has otherwise failed to perform such agreement to the reasonable satisfaction of OECM (i.e. has not submitted required reporting and/or cost recovery fees to OECM);
 - (j) Disqualify the Proponent who has been charged or convicted of an offence in respect of an agreement with OECM, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM;
 - (k) Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal;
 - (l) Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
 - (m) Accept or reject a Proposal if only one (1) Proposal is submitted;
 - (n) Reject a Subcontractor proposed by a Proponent within a consortium;
 - (o) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;
 - (p) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
 - o OECM determines it would be in the best interest of OECM not to award an Agreement,
 - o the Proposal prices exceed the bid prices received by OECM for Resources acquired of a similar nature and previously done work,
 - o the Proposal prices exceed the costs OECM or its Clients would incur by doing the work, or most of the work, with its own resources,
 - o the Proposal prices exceed the funds available for the Resources, or,

- the funding for the acquisition of the proposed Resources has been revoked, modified, or has not been approved,

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

- (q) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal;
- (r) Accept any Proposal in whole or in part;
- (s) If OECEM receives a Proposal from a Proponent with Rates that are abnormally lower than the Rates in other Proposals, OECEM may verify with the Proponent that the Proponent satisfies the conditions for participation and is capable of fulfilling the Agreement; or,
- (t) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECEM and/or its Clients or is otherwise engaged in a dispute with OECEM and/or its Clients;

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

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

4.6.2 Rights of OECEM – Proponent

In the event that the Preferred Proponent fails or refuses to execute the Agreement within allotted time from being notified, OECEM 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, OECEM may, in its sole discretion, terminate the discussions;
- Exclude the Preferred Proponent from further consideration and begin discussions with the next highest scoring Proponent without becoming obligated to offer to negotiate with all Proponents; or,
- Exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP and issuing a new RFP for the same or similar Resources.

OECEM 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; and,
- It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.

The Proponent further agrees that if OECEM commits a material breach of OECEM's obligations pursuant to this RFP, OECEM's liability to the Proponent, and the aggregate amount of damages recoverable against OECEM 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 OECEM, shall be no greater than the Proposal

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

4.6.4 Assignment

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

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 this RFP process.

4.6.7 Governing Law

The terms and conditions in this Part 4:

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

[End of Part 4]

APPENDIX A – FORM OF AGREEMENT

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

APPENDIX B – FORM OF OFFER

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

APPENDIX C – COMMERCIAL RESPONSE

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

APPENDIX D – REFERENCES

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

APPENDIX E – TECHNICAL RESPONSE

Appendix E – Technical Response, contained in OTP, must be completed within OTP.

APPENDIX F – CONSORTIUM INFORMATION FORM

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

APPENDIX G – COMPLIANCE WITH AGREEMENT

To: OECM

From: [Insert Proponent's Name]

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

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

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

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

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

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

Please refer to the RFP Section 1.19 (Definitions - for a definition of Agreement), Section 1.4 (Type of Agreement for Deliverables), and Section 3.9 (Agreement Finalization).

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

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

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

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

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
11.3	Independent Contractor				
11.4	Subcontracting or Assignment				
Article 12 – General					
12.1	Severability				
12.2	Force Majeure				
12.3	Changes By Written Amendment Only				
12.4	Section 217 Education Act et. al.				
12.5	Criminal Records Check				
12.6	Purchasing Policies and Guidelines				
12.7	Harassment and Assault				
APPENDIX A – RESOURCES AND SUPPLEMENTARY PROVISIONS		N/A	N/A	N/A	N/A
APPENDIX B – RATES		N/A	N/A	N/A	N/A
APPENDIX C – CLIENT’S POLICIES AND GUIDELINES		N/A	N/A	N/A	N/A

N/A denotes not applicable.

APPENDIX H – SUPPLIER’S PERFORMANCE MANAGEMENT SCORECARD

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

- On time delivery of high quality Resources at the Agreement Rates;
- Exceptionally high Client satisfaction levels are maintained;
- On-time agreement activity reporting to OECM; and,
- Continuous improvement on Resources.

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

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

Detailed Key Performance Indicators (KPIs) and SLAs will be established and agreed upon at the Agreement finalization stage between OECM and the Preferred Proponent.

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

The KPIs may include but are not limited to the following:

Service Quality KPIs	Indicator	Measurement
System Availability	System up time	98%
Issue Resolution	Resolution time for service issues	On time 98% of the time
Client Satisfaction	Client Surveys	90% satisfaction level
Capacity	System’s ability to handle increased workloads.	98% of the time
Reporting to Clients	Reports submitted on time	98% of the time

Supplier Performance Management – OECM		
OECM Agreement Management KPIs	Indicator	Measurement
On time Spend Report Submissions	On time	98% of the time
On time CSA Status reports Submissions	On time	98% of the time
Executed CSAs received within 30 days of execution.	On time	98% of the time
Response time to OECM inquiries	24 hours	98% of the time

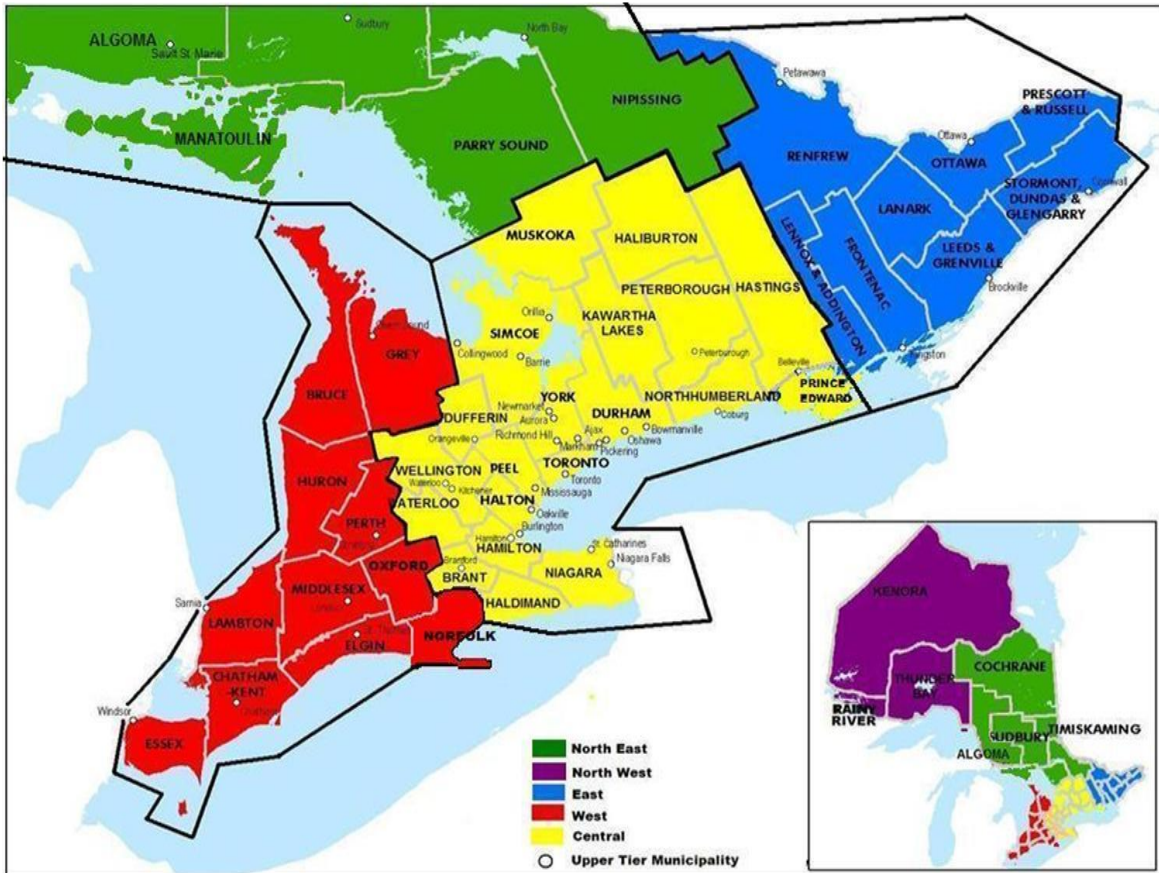
During the business review, OECM will review the KPIs with the Supplier.

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

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

APPENDIX I – OEMC GEOGRAPHICAL ZONES

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



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

Zones	School Board Clients			College Clients	University Clients
Central	Brant Haldimand Norfolk Catholic DSB	Hamilton-Wentworth DSB	Waterloo Catholic DSB	Centennial College	Brock University
	CSD catholique Centre-Sud	Hastings and Prince Edward DSB	Waterloo Region DSB	Conestoga College Institute of Technology and Advanced Learning	University of Guelph
	CSD du Centre Sud-Ouest	Kawartha Pine Ridge DSB	Wellington Catholic DSB	Durham College of Applied Arts and Technology	McMaster University
	DSB of Niagara	Niagara Catholic DSB	York Catholic DSB	George Brown College of Applied Arts & Technology	OCAD University
	Dufferin-Peel Catholic DSB	Peel DSB	York Region DSB	Georgian College of Applied Arts and Technology	Ryerson University
	Durham Catholic DSB	Peterborough Victoria Northumberland and Clarington Catholic DSB		Humber College Institute of Technology & Advanced Learning	University of Toronto
	Durham DSB	Simcoe County DSB			Trent University
	Grand Erie DSB	Simcoe Muskoka Catholic DSB		Loyalist College of Applied Arts and Technology	University of Ontario Institute of Technology
	Halton Catholic DSB	Toronto Catholic DSB		Mohawk College of Applied Arts and Technology	University of Waterloo
	Halton DSB	Toronto DSB		Niagara College of Applied Arts and Technology	University of Western Ontario
	Hamilton-Wentworth Catholic DSB	Trillium Lakelands DSB		Seneca College of Applied Arts and Technology	Wilfrid Laurier University
		Upper Grand DSB		Sheridan Institute of Technology and Advanced Learning	York University
East				Fleming College	
	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	
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	Windsor-Essex			

Zones	School Board Clients		College Clients	University Clients
	DSB	Catholic DSB		
	Huron-Perth Catholic DSB			

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

APPENDIX K – OEM UNDERTAKING

This Appendix must be completed, signed, dated and uploaded into OTP with a Proponent’s Proposal if the Proponent is **not** the OEM of the proposed Resources. Therefore, if the Proponent is the OEM of the proposed Resources, the Proponent is **not** required to complete and submit this undertaking, but all other Proponents are.

Name of Proponent: *[Insert name of Proponent] (“Proponent”)*
To: OECEM and *[Insert Proponent’s name]*
From: *[Insert OEM name, representative’s contact name, title, phone number, email address]*
Re: Proponent’s Proposal in response to OECEM’s Request for Proposals **OECEM - RFP# 2019 – 290** for Plagiarism Detection Software

Insert Proposed Resources	OEM Letter Applicable (Indicate Yes or No)

The OEM:

1. Agrees and confirms that:
 - a. the OEM is the OEM of the Resources being proposed by the Proponent as identified above;
 - b. the Proponent is authorized by the OEM to sell:
 - i. the OEM’s Resources identified above and any other of the OEM’s Resources as specified in the Proposal; and,
 - ii. the warranties in respect of the any Resource described in subsection 1(b)(i) above;
2. Undertakes in consideration of its Resources being offered by the Proponent as part of the Proponent’s Proposal under the RFP, that, if the Proponent enters into an Agreement with OECEM under the RFP, the OEM shall honour the terms, conditions and obligations under any warranty acquired by a Client (as defined in the RFP) in respect of the OEM’s Resources as if the warranty was acquired directly from the OEM, despite payment for such warranty being paid to the Proponent.
3. As of the date set out on this OEM Undertaking, confirms that the Proponent is an authorized dealer with respect to the OEM’s Resources included in the Proponent’s Proposal. If the Proponent, prior to the expiry of Proposals, or the Supplier, during the Term, loses authorized dealer status with respect to the OEM’s Resources, the OEM shall immediately provide written notice to OECEM indicating the effective date of loss of authorized dealer status. If such date is on or after the Effective Date of the Agreement, the OEM shall comply with all provisions of the Agreement applicable to the Supplier in addition to the terms applicable to the OEM, for the period specified in the Agreement.
4. Agrees that, if OECEM terminates the Agreement with the Supplier for any reason, the OEM shall either assume the Agreement or into a new Agreement with OECEM (including new Client-Supplier Agreements with Clients) for the balance of the Term, on the same terms and conditions, or shall cause another authorized dealer with respect to the OEM’s Resources, acceptable to OECEM, acting reasonably, to assume the Agreement (including new Client-Supplier Agreements with Clients) or enter into such a new Agreement.

[Insert name of OEM]

By: _____

I have authority to bind the OEM

Name: _____

Title: _____

Date: _____