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## REAL TIME ENERGY MONITORING SYSTEMS

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**REQUEST FOR PROPOSALS NUMBER: #2017-285**

**(Final version with Amendments)**

**Request for Proposals Issued On:** August 2, 2017

**Proponent's Information Session & Proposal System Demonstration:** 2:00 pm on August 8, 2017

**Proponent's Deadline for Questions:** 5:00 pm on August 17, 2017

**Proponent's Deadline for Questions Pertaining to Issued Documents:** 5:00 pm on August 28, 2017

**Closing Date:** 2:00:00 pm on September 7, 2017 local time in Toronto, Ontario, Canada

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 Real Time Energy Monitoring System resources (“Resources”) covering hardware, software and related service on an as-and-when-required basis to support OECM Clients (“Clients”) as further described in Part 2 – the Deliverables (the “Deliverables”).

This RFP is issued by OECM.

OECM may, in the future, issue procurement documents for other types of equipment to help Clients manage their electricity usage.

### 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:

- Be capable of providing quality Resources in a timely manner, demonstrating value for money;
- Provide real time information on the Clients utilities usage;
- 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;
- Capability to provide Clients with Resources that:
  - Meets the needs of a Client who requires only a basic monitoring system that will provide the requirements of a small installation on a single site;
  - Meets the needs of a Client who requires an advanced system which will support multi-site organizations such as school boards, universities and colleges; and,
  - Offers Clients best return-on-investment; 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 Client's 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 up to two (2) additional years. Agreement management 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.

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 OEMC 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 OEMC 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 OEMC 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.

OEMC 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 OEMC**

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

Working in collaboration with Clients, OEMC:

- Establishes, promotes and manages non-mandatory agreements for Resources commonly used throughout its' Client community;

- Supports Clients' access and use of OECM agreements through analysis, reporting and the development of tools, guides, and other materials; and,
- Actively promotes adherence to the Ontario Broader Public Sector ("BPS") Procurement Directive in all phases of the sourcing and agreement lifecycle.

#### **1.10 OECM Geographical Zones**

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

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

Also refer to Appendix K for which illustrates OECM's educational Clients by Zone.

#### **1.11 Ontario Broader Public Sector Procurement Directive**

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

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

The purpose of the directive is:

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

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

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

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

#### **1.12 Client Participation in OECM Marketplace Agreements**

OECM currently has four-hundred-and-sixty-one (461) Clients using one (1) or more OECM agreements:

- One-hundred-and-seventeen (117) School Boards, Colleges and Universities; and,
- Three-hundred-and-forty-four (344) other organizations.

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

Year over Year	Overall Spend Growth %
2012 over 2011	60%
2013 over 2012	50%
2014 over 2013	41%
2015 over 2014	17%
2016 over 2015	34%
May 2017 over May 2016	16.5%

The above information is as of June 2017. For more information about OECM, please visit: <http://www.oecm.ca/>

### 1.13 Client's Usage of Agreements

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

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

**Part Two** (or the selection process) is managed by the Client or by OECM on the Client's behalf, and is focused on the Client's specific needs. Depending on the Client's internal policies, and potential dollar value of the Resources, a Client may select a Supplier, or seek Rates (e.g. by issuing a non-binding Quick Quote) from the Supplier for their specific Resource requirements. If selected by the Client, the Supplier shall provide the Resources in accordance with the specifications stated in the Agreement and in the Client's CSA.

When a Quick Quote 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 service commences.

### 1.14 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 Quick Quote requests, as required;
- Providing effective business relationship management;
- Managing and monitoring Supplier performance;
- Facilitating issue resolution; and,



- Marketing improvement opportunities.

### 1.15 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.

### 1.16 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.

### 1.17 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 Selected 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, publicly 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 the Proponent submits within Appendix C in OTP as part of the commercial envelope;

**“Confidential Information”** means confidential information of OECCM 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;

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

**“CT”** means a Current Transformer;

**“Deliverables”** means Resources, as set out in Part 2 of this RFP, to be delivered;

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

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

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

**“OECCM”** means the Ontario Education Collaborative Marketplace;

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

**“OEM Warranty”** means the Original Equipment Manufacturer’s warranty offered on the purchase of a Resource, including all parts and labour, coverage that allows warranty work to be completed by an OEM certified technician;

**“Original Equipment Manufacturer”** or **“OEM”** or **“Manufacturer”** means an organization that, as its primary business function, designs, assembles, owns the trademark/patent and markets the Real Time Energy Systems and Monitoring Resources to be supplied under the Agreement;

**“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 publicly funded organization;

**“Preferred Proponent”** means the Proponent that successfully reaches an agreement with OEMCM at the end of the negotiation process in accordance with the evaluation and negotiation 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;

**“PT”** means a Potential Transformer;

**“Quick Quote”** means a request for pricing for specific Resources issued by a Client or OEMCM on behalf of a Client to the Supplier;

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

**“Resources”** means all Deliverables (e.g. hardware, software, warranty, products, items, work, installation, and services) 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 #2017-285 issued by OEMCM, 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 OEMCM 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 OEMCM 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 OEMCM geographical boundaries within the Province of Ontario as identified in Appendix H.

[End of Part 1]

## PART 2 – THE DELIVERABLES

### 2.1 Description of Deliverables

The Supplier shall provide quality Resources to meet the Clients requirements.

### 2.2 Mandatory Resource Requirements

Resources must meet the following requirements:

- The Resource hardware must have CSA and/or ULC Product Approval; and
- Resource hardware must be tamperproof.

### 2.3 Technology Capabilities of Resources

The Supplier shall provide Resources that meet the following requirements for technology capabilities:

- Provide web-enabled sub-metering Resources which record pulses from utility (e.g., electric, natural gas and water) meters as well as pulses from flow meters such as water, steam, oil and propane;
- Be able to sub-meter electric consumption and demand using voltage and current inputs from each phase (e.g. Current Transformers (“CTs”) and Potential Transformers (“PTs”));
- Provide Energy Consumption Tracking capability;
- Provide Energy Performance Reporting and Analysis capability; and
- Data management capabilities.

#### 2.3.1 Energy Consumption Tracking

The Supplier shall provide Resources that will track energy consumption at various levels of measurement, time resolution of data, allow for data input and storage, and data quality assurance as further described below.

##### 2.3.1.1 Energy Tracking

The Supplier shall provide a Resource that will have the ability to track and provide views of the following meter points on a sub-hourly (e.g. five (5) to fifteen (15) minute) basis:

- Whole-building level including but not limited to electricity, gas, water, but may include alternative fuels such as propane, heating oils or others as determined by the Client;
- Panel sub-metered level (e.g. Heating, ventilation and air conditioning (“HVAC”), lighting, plug load);
- Equipment sub-metered level (e.g. chiller, boiler, cooling towers, pumps, air handlers); and,
- Functional area/zones of building (e.g. chiller plant, data center, kitchen, cafeteria, swimming pools, elevator, floors, building wings).

Energy tracking for renewable energy sources (e.g. Solar Photovoltaic (“PV”), fuel cell, wind) is not mandatory, but Clients may request Resources that can track renewable energy sources.

##### 2.3.1.2 Energy Data Inputs

The Supplier shall provide Resources that meet the following requirements:

- Collect real-time data directly from remotely readable meters (e.g. electricity, gas, water but may also include alternative fuels such as propane, heating oils or others) using the meter(s) pulse output or using voltage and current inputs from each phase (e.g. CTs and PTs);

Existing utility meter(s) may need to be modified to provide a pulse output such as:

- Electricity Meter: existing meter may not have a pulse output. Client may opt for using voltage and current inputs from each phase (e.g. CTs and PTs) for the measurement of electricity. The Supplier shall support Clients in supplying and installing required CTs or PTs, as requested;
- Natural Gas Meter: existing meter may not have a pulse output. Client may request the local distribution company to replace or modify the existing meter for one that provides a pulse output;
- Water Meter: existing meter may not have a pulse output. Client may request the municipality to replace the existing meter for one that provides a pulse output. Alternatively, the meter may be modified with the installation of a pulse generator that is compatible with the existing meter. Municipal approval may be required prior to pulse generator approval;
- Alternative fuels such as propane, heating oils, or others: the Supplier shall support Client in identifying the required equipment the Client will have to install to measure pulses from flow or other meter types;
- Consolidate meter readings, to create virtual meter points for each data source. In other words, it can add and subtract the readings from multiple meters at the same interval, to produce a calculated time series of energy use from the same building or groups of buildings for each type of energy or flow monitored;
- Store at least five (5) years of data, trended at intervals up to 5 minutes interval time, for analysis, reporting in Excel format and/or a format that is acceptable to the Client, and visualization.

### **2.3.2 Energy Performance Reporting and Analysis**

The Supplier shall provide Resources that can provide the reporting and analysis types as listed below:

- Time series load profiling;
- Cross-Sectional benchmarking;
- Longitudinal benchmarking; and,
- Building energy dashboard.

Baseline energy consumption modeling, and Energy and anomaly detection, fault detection, and alarming are not mandatory, but Clients may request Resources that can provide these reports and analysis.

#### **2.3.2.1 Time Series Load Profiling**

The Resource shall provide the following:

- Plots of at least twenty-four (24) hour periods of real time interval energy usage versus time over periods of weeks and months. Plots will be generated for gas, electricity and water but may also include alternative fuels such as propane, heating oils or others as determined by the Client;
- Options to select the time period, data points and type of energy that are plotted;
- Allow multiple user-selected data points to be downloaded and plotted on a single chart or graph; and
- Allow users to annotate charts and displays with key events, and will store those annotations (optional).

#### **2.3.2.2 Cross-Sectional Benchmarking**

The Resource shall allow the Client to create peer groups made up of various buildings with aggregated monitored values of the same type.

#### **2.3.2.3 Longitudinal Benchmarking**

This report shall support the Client in analysing consumption trends and relative magnitude compared to a base period.

The Resources shall provide the ability to compare the energy usage in a fixed period (e.g., per day/week/month/year) for a building, or in cases of sub-metering, system, or equipment component against

past performance of the same period length. For example, a twenty-four (24) hour graph may have overlapping consumption for the last seven (7) days with the latest twenty-four (24) hours displaying a darker colour and older periods in lighter colour.

#### **2.3.2.4 Building Energy Dashboard**

The Supplier shall provide Resources that can present information in a dashboard format including, but not limited to:

- Public-facing configurable dashboard display for occupants and visitors to view owner-defined aspects of energy consumed in the building;
- Operator-facing or energy manager-facing configurable dashboard display to view aspects of building energy performance; and,
- All necessary hardware and software to ensure connectivity for dashboard.

#### **2.3.2.5 Baseline Energy Consumption Modeling**

The Resources should characterize and predict the typical or expected energy usage based on key drivers such as weather (e.g. degree/days/outside air temperature), occupancy, time of day/week, and other variables. The baseline will be used for energy savings calculations, near-future load predictions, energy use comparisons, and energy anomaly detection.

#### **2.3.2.6 Energy Anomaly Detection, Fault Detection and Alarming**

The Resources should provide the ability to:

- Identify and flag unexpectedly high or low energy use at the building, sub-meter, and equipment level.
- Customizable notification schemes (e.g. work order generation, e-mail, phone, text message, or other messaging; individual and group recipients) for anomaly and fault notification.

### **2.4 Data Management Capabilities**

The Supplier shall ensure its Resources meet the data management requirements as outlined below:

- Data storage, backup, and hosting;
- Permissions and access control;
- Reporting;
- Security; and
- Usability.

#### **2.4.1 Data Storage, backup and hosting**

The Supplier shall provide Resources that meet the data storage, backup and hosting requirements including, but not limited to:

- Data archival using a database (e.g., SQL, Oracle or DB2) and providing a daily data backup option;
- Sufficient capacity to store all required data;
- Software that can be cloud based, or based on the Clients server; and,
- Software to meet the Clients requirements (e.g. licensed software, Software as a Service (“SAAS”) or other industry acceptable formats).

#### **2.4.2 Permissions and Access Control**

The software used by the Resources shall allow the following at a minimum:

- Allows multiple users / accounts that can be accessed via web browser or mobile web applications;

- Allow user access and permissions to be constrained to specific buildings, departments and users; and
- Login to the system will require a username and password.

The Supplier shall provide Clients with all trainings required to setup and use the software (e.g., how users are authenticated).

### **2.4.3 Security**

- Resources shall use industry standard security protocols that comply with the Client's requirements for privacy, network and Resource protection; and
- Resources must include hardware firewalls, vulnerability scans, and automated patch updates.

### **2.4.4 Reporting**

The Supplier shall provide Resources that allow Clients to run reports including, but not limited to:

- Year-over-year, month-over-month, week-over-week or day-by-day energy performance reports including electricity, gas and water but may also include alternative fuels such as propane, heating oils or others. Reports will be generated for single or multiple sites in a format specified by, or acceptable to Client;
- Create and save custom reports; and,
- Export reports and/or all or selected points or totalizations in the following file formats for use in external tools such as Microsoft Excel and Access or other formats as required by Clients:
  - .pdf;
  - .doc/.docx;
  - .jpg;
  - .xlsx/xls; and,
  - .html.

### **2.4.5 Usability**

The Supplier shall provide Resources that include, but not be limited to the following data usability requirements:

- Accessible information through multiple platforms (i.e., smart phone, tablet, PCs or Macs);
- Allow creation and storage of custom views for different Clients, including as a minimum, color assignment; definition of type and location of charts on the page;
- Condense large amounts of real-time and historical energy usage data into a graphical format that is rich, intuitive, and user friendly; and
- Support common browsers such as Internet Explorer, Firefox, Chrome, and Safari.

### **2.4.6 Warranty Coverage**

The Supplier shall ensure Resources are warranted, free from defects in design, material and workmanship for a minimum period of one (1) year from the date of installation.

All claims for the Resource OEM warranty will include repair, cost for parts and labour, replacement, shipping and handling at no additional cost to the Client.

Warranty repairs on the Resources, must be performed by the OEM or the OEM's authorized contractors.

Warranty technical support shall also be available by telephone during Business Days.

The Supplier shall provide, as required by Client, optional extended warranty that will match the terms and conditions of the standard OEM warranty.

## **2.5 Related Services Resources**

The Supplier shall provide Resource services including, but not limited to the following:

- Installation services; and,
- Technical services.

### **2.5.1 Installation Services**

The Supplier shall provide the following installation services including, but not limited to:

- Meeting the Client's specific needs;
- Ensure commissioning meets Client requirements;
- Ensure all equipment to perform the services is installed as per local codes and requirements;
- Providing a project plan highlighting all elements of the services, to be approved by the Client in advance of service provision;
- Receive Client approval of installation services, hence establishing installation date;
- Work according to Client's policies and procedures;
- Interact with relevant organizations such as Municipalities to ensure all required approvals are in place;
- Ensure Resources are installed according to the OEM's instruction and guidelines including recommendations;
- Perform measurement and verification procedures to ensure accurate analysis of energy savings upon completion of installation services; and
- Submit OEM warranty on behalf of Client and provide warranty record on the completion of installation services.

### **2.5.2 Technical Support**

The Supplier shall provide a detailed training of the Resource operation to the Client as part of the commissioning process.

The Supplier shall provide a number of technical support services to Clients, including, but are not limited to, the following:

- A phone number for technical support and warranty support during Business hours;
- 24/7 online access to training and maintenance documentation; and
- Printed manuals supplied with the Resources;

The Supplier will provide notice of any software updates through their website, and advise customers by email of any major updates.

The Supplier may provide additional technical information training to the Client which may include the following:

- Tools and instructional materials in video, electronic format and/or hard copy; and
- Online training programs.

## **2.6 On-Site Services**

While on-site, the Supplier is responsible for following all legislative requirements as well as the Clients internal procedures including, but is not limited to:

- Communications procedures;



- Environmental policy;
- Health & Safety policy; and,
- Quality policy.

The Client will issue the Supplier with all necessary documentation regarding their activities on-site.

In addition, the Supplier must receive approval from the Client prior to carrying out work on any weekend, statutory holidays, and weekdays between the hours of 10:00 pm and 7:00 am.

## **2.7 Other Resources and Services**

During the Term of the Agreement, if mutually agreed by OECM and the Supplier, other Resources may be added to the Agreement to align with Client needs. Agreements will be amended accordingly as per 2.19.2 Optional Resource Refresh.

## **2.8 Order Management**

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

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

### **2.8.1 Electronic Commerce**

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

### **2.8.2 No Minimum Order**

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

### **2.8.3 Substitutions**

In the event that specific Resource is not available to fulfil the Client's order, the Supplier shall only substitute Resource upon advance approval from Client's designated personnel with Resource of equal or better functionality.

### **2.8.4 Delivery**

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

Delivery charges of any kind (e.g. for orders, replacements, recalls, returns, warranty) will not be accepted or paid.

The Supplier is responsible for delivery and receiving all services related material and equipment at the Client's location. The Client will not be responsible for any delivery activities.

Resources will be packaged appropriately to ensure safe delivery. All deliveries must include a packing slip specifying the Client's required information (e.g. name of the employee who placed the order, purchase order number, description and quantities ordered and shipped, back orders, if any).

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

### **2.8.5 Damaged or Defective Goods**

The Supplier shall ensure the Resources meet the Client's specified quality levels and specifications. Resources may not be acceptable to the Client if the Supplier did not follow the Client's instructions.

The Supplier will be responsible for all shipping costs related to the return and re-shipping of any damaged or defective items used in the installation.

### **2.8.6 Lead Time**

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

### **2.9 Invoicing**

The Supplier shall submit an invoice per shipment (aligned with packing slip) to the Client after Resources have been delivered and installed as applicable, to the appropriate Client locations.

Flexibility in invoicing processes is required. The Supplier shall, for Clients using SciQuest, support cXML and/or portal invoicing functionality.

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

- Client's name and delivery address;
- Invoice date and number;
- Name of the person who placed the order and/or the Client's purchase order number, as required;
- Detailed description of Resources invoiced, quantity and Rate;
- Client's cost centre number, general ledger number, as required; and,
- Extended total and Harmonized Sales Tax ("HST").

### **2.10 Payment Terms and Methods**

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

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

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

#### **2.10.1 Electronic Fund Transfer**

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

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

### **2.11 Customer Support to Clients**

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

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

## **2.12 Agreement Management Support to OECM**

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

- Assigning an OECM account executive responsible for overseeing all aspects of the Client relationship and issues, providing OECM support of the Master Agreement;
- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- Promoting the Agreement within the Client community;
- Attending periodic (e.g. annually or semi-annually) business review meetings with OECM to review:
  - The previous period's Performance Management Scorecard;
  - CSAs and upcoming opportunities will be identified to OECM (active and those pending);
  - Deliverables and potentially other related Resources to support Client's business requirements;
  - Issue management and opportunities for improvement;
  - Review and monitor performance management compliance;
- Monitoring, managing and reporting pricing, savings and customer satisfaction; and
- Timely submission of reports showing invoiced Resources, the applicable CRF, and other ad hoc reports requested.

### **2.12.1 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;
- On-time Cost Recovery Fee remittance; and,
- Continuous improvement.

During the Term, the Supplier shall collect and report the agreed upon SLAs as requested by OECM (but not exceeding quarterly reporting). The Supplier's Performance Management Scorecard and other performance indicators will be used to measure the Supplier's performance throughout the Term of the Agreement,

ensuring Clients receive quality services. The Supplier's performance score will be considered when OEMC contemplates Agreement decisions, such as:

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

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

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

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

### **2.12.2 Reporting to OEMC**

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

- Sales reports;
- Performance Management Scorecard;
- CSA status and Quick Quotes; and,
- Other ad hoc reports requested by OEMC.

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

### **2.12.3 Sales Reports**

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

- Client's organization name;
- Client's sector (College, School Board, University or other BPS);
- Client's address where the Resources were delivered to;
- Resource details (e.g., description, manufacturer's part number, the Supplier's part number);
- Service details (e.g., service description);
- Quantity;
- Rates and Total cost (subtotal excluding taxes); and,
- Cost Recovery Fees.

### **2.13 Disaster Recovery and Business Continuity**

The Supplier is to provide to OEMC and/or Clients upon request, relevant information about the Supplier's disaster recovery and business continuity program including the process, policies and procedures related to safety standards, preparing for recovery or continuation of services' and support critical to Clients.

## **2.14 Licenses, Right to Use and Approvals**

Suppliers shall obtain all permits, licenses, and approvals required in connection with the supply of the Resources. The costs of obtaining such permits, licenses, 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 permit, licence, and approval to carry on an activity contemplated in its Proposal or in the Agreement, neither acceptance of the Proposal nor execution of the Agreement by OECM shall be considered an approval by OECM for the Supplier to carry on such activity without the requisite permit, license, or approval.

## **2.15 Accessibility for Ontarians with Disabilities Act**

OECM and its Clients are committed to the highest possible standards for accessibility. The Supplier must be capable to recommend and deliver, as appropriate for the Deliverables, accessible and inclusive Products 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 <https://www.ontario.ca/laws/statute/05a11>.

## **2.16 Documentation**

The Supplier shall maintain all necessary records related to the provision of the services for seven (7) years after the expiration of the Term of the Agreement.

Further information is detailed in Appendix A – Form of Agreement.

## **2.17 Electrical Requirements**

Any electrical products being proposed for consideration pursuant to this RFP must be authorized or approved in accordance with the Electrical Safety Code or by a certification organization accredited with the Standards Council of Canada Act (Canada), and shall bear the certification organization's mark identifying the goods certified for use in Canada. Certification shall be to the standard that is appropriate for the intended use of the electrical products at Client's facilities. Prior to entering into the Agreement, the Supplier shall have provided satisfactory evidence of such certification, as applicable.

## **2.18 Workplace Hazardous Materials Information System (WHMIS)**

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

## **2.19 Pricing Methodology**

The proposed Resource Rates per Zone shall be firm maximum Rates until September 30, 2018 and may be adjusted every twelve (12) months thereafter according to the optional pricing refresh in Section 2.19.1.

### **2.19.1 Optional Pricing Refresh**

OECM's goal is to keep Rates as low as possible for Clients. However, the Supplier may request a pricing refresh, per Zone, annually beginning in September 2018. A Supplier wishing to add other Zones may do so by offering Rates comparable to the current Agreement Zone Rates, if agreed to by OECM. The Supplier shall provide a written notice to OECM at least one hundred and twenty (120) days prior to September 30<sup>th</sup> annually, if requesting a pricing refresh.

As part of any review OECM will consider pricing adjustments that reflect changes in operation, adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, substantial fluctuations in foreign exchange Rates as published by Bank of Canada, or ordinances. Any pricing refresh request from a

Supplier must be accompanied and supported by appropriate documentation (e.g. detailed calculations and individual Client impact analysis) to support any price adjustment. OECM may use a third party index (e.g. Consumer Price Index) in its Rates review. OECM will not consider any fixed costs or overhead adjustments in its review.

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

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

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

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

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

Agreements will be amended accordingly.

### **2.19.2 Optional Resource Refresh**

During the Term of the Agreement, if mutually agreed upon by OECM and the Supplier, other Resources (e.g. emerging technology/innovation) may be added to the Agreement to align with Client needs.

Rates, for newly added Resources, will be negotiated at the time ensuring they align with similar Resources already on the list. Supplier's Performance Management Scorecard will be considered by OECM when contemplating a Resource refresh approval. In the event the Supplier's performance is poor and/or unacceptable, OECM may not agree to the Supplier's Resource refresh request. All other Resources shall remain unchanged.

The Supplier may request a Resource refresh, annually beginning in September 2018. A Supplier wishing to add other resources may do so if agreed to by OECM. The Supplier shall provide a written notice to OECM at least one hundred and twenty (120) days prior to September 30<sup>th</sup> annually, if requesting a pricing refresh.

The first Resource refresh will occur and become effective October 1<sup>st</sup> with subsequent review occurring annually thereafter. Any Resource refresh request from the Supplier must be accompanied by appropriate documentation, such as detailed calculations, Resource description, original equipment manufacturer, part number, supplier part number, and rationale for the Resource addition.

Agreements will be amended accordingly, if necessary.

### **2.20 Travel Expenses**

Expenses for travel to perform Resources, if applicable, must be approved by the Client in advance.

### **2.21 Savings Calculation**

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

### **2.22 OECM Cost Recovery Fee**

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

The Supplier shall pay to OECM a CRF of three percent (3%) on all Deliverables invoiced by the Supplier to the Clients through the Term of the Agreement. The CRF shall be paid to OECM on a quarterly basis based on the calendar year. HST is applicable to the CRF payments made to OECM.

- The first CRF shall be paid to OECM by January 12, 2018, and shall include any Client purchases made between the Agreement execution date and December 31, 2017; and,
- The CRF shall be paid quarterly thereafter.

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

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

[End of Part 2]

## PART 3 - EVALUATION OF PROPOSALS

### 3.1 Stages of Proposal Evaluation

OECM will conduct the evaluation of Proposals in the following seven (7) stages:

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	80	40
Stage III	Optional Presentation	No Point Allocation	Not Applicable
Stage IV	Commercial Response	120	Not Applicable
Stage V	Cumulative Score	200	Not Applicable
Stage VI	Tie Break	No Point Allocation	Not Applicable
Stage VII	Negotiations	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 four (4) appendices:

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

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 its Proposal, may be disqualified.

If the Proponent makes an error and/or fails to insert any information required on the Form of Offer, the Consortium Information Form if applicable, and/or the Compliance with Agreement, 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 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 Response Form)**

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

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

**3.2.3 Consortium Information Form – Appendix F (Qualification Response 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 Response Form)**

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

In the event that a Proponent answers No to any of the mandatory technical requirement, its Proposal will be disqualified and will not be evaluated further.

### 3.3 Stage II – Technical Response

The Technical Response includes a series of questions the Proponent is required to answer. The responses will be assessed to determine the Proponent's ability to meet the RFP Deliverables.

The Proponent will only be required to complete the technical questions once regardless of the number of Zones they propose for.

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 the Technical Response will be evaluated in Stage II.

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

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

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

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

A Proposal that does not answer a particular technical question will receive a score of zero (0) for that particular Technical Response.

Technical Response information attached as part of the Commercial Envelope in OTP may not be considered in this stage of evaluation. Answers referring to attachments not part of the Technical Envelope may receive a low score or a score of zero (0).

The following is an overview of the point allocation and minimum score requirements for the applicable technical questions for this RFP:

Technical Response	Available Points	Minimum Threshold, if any
1. Proponent Overview	15	5
2. Resource Capability	33	17
3. Customer Support and Account Management	12	Not Applicable
4. Installation Work Plan	20	10
<b>TOTAL POINTS FOR TECHNICAL RESPONSE:</b>	<b>80</b>	<b>40</b>

Stage II resulting scores, per Proposal, will be applicable to all proposed Zones and used when determining the cumulative score as described below in Section 3.7.

Further details are set out in Appendix E – Technical Response.

### 3.4 Stage III – Optional Presentation

OECM may invite Proponents with the highest scoring Proposals to a presentation. This Stage is optional and will be determined at the sole discretion of OECM.

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

OECM will send a notice and further detail to the Proponent being invited at least five (5) Business Days in advance of the proposed date and time for the presentation. If the Proponent is unable to conduct the presentation at the proposed date and time, OECM will use reasonable efforts to: (i) find a mutually

agreeable time on the date proposed by OECM; and, (ii) if OECM and Proponent are unable to do so, find a mutually agreeable time on a day prior to the date originally proposed by OECM.

Proponents may be required to answer questions from the evaluation team during this presentation. There may be a time restriction to the question and answer period.

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

### 3.4.1 Content

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

- Exhibiting its Resource capabilities;
- Installation work flow; and
- Exhibit how its offering brings value and savings to OECM Clients.

### 3.4.2 Attendance

Up to three (3) Proponent participants (including technical staff) may attend the presentation.

### 3.5 Stage IV – Commercial Response

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

All maximum Rates will be evaluated independently for each of the Zones.

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

Commercial Response Components	Available Points for Each Zone				
	East	West	Central	North East	North West
1. Hardware Resource Rates	35	35	35	35	35
2. Software Resource Rates	5	5	5	5	5
3. Total Cost of Ownership Resource Rates	15	15	15	15	15
4. Labour Resource Rates	35	35	35	35	35
5. Rates for Scenarios	30	30	30	30	30
<b>TOTAL AVAILABLE POINTS PER ZONE</b>	<b>120</b>	<b>120</b>	<b>120</b>	<b>120</b>	<b>120</b>

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

### 3.6 Commercial Response Evaluation Methodology

Each Rate will be evaluated based on the relationship of the Proponent’s proposed Rate in comparison to other Proponent’s proposed Rates, per Zone, using a relative formula.

The Proponent has an opportunity to submit hardware Resource Rates as follows:

- A single Resource that will measure electricity, gas and water usage;
- Three (3) separate Resources that when used together will measure electricity, gas and water usage; or,
- Submit Rates for both types of hardware Resources listed above;

In the event that the Proponent submits Rates for both types of hardware Resources, OECM will evaluate and score the Proponent's lowest proposed Rate.

The table below is an example of how points will be calculated for proposed maximum Rates per Zone:

<b>EXAMPLE – EVALUATION OF SCENRIO #1 RATES, CENTRAL ZONE</b>		
<b>Proposed Rate</b>	<b>Calculation</b>	<b>Resulting Points</b>
If Proponent 1 proposes the lowest Rate of \$10.00 for Scenario #1, it would receive 100% of the points allocated.	$\$10 \div \$10 \times 10$ Points	10
If Proponent 2 proposes the second lowest Rate of \$20.00 for Scenario #1, it would receive 50% of the points allocated.	$\$10 \div \$20 \times 10$ Points	5
If Proponent 3 proposes the third lowest Rate of \$40.00 for Scenario #1, it would receive 25% of the points allocated.	$\$10 \div \$40 \times 10$ Points	2.5

Where:

- “free” 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 free in a Rate cell in Appendix C - Commercial Response shall receive the maximum point allocation for that particular service Rates component.
  - The remaining Proposals 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) proposed free Rate for a particular Resource, that Proposal will receive the maximum sub-point allocation, and the remaining four (4) Proposals will be evaluated based on eighty percent (80%) of the available sub-point allocation.
  - If two (2) Proposals have a free Rate for the same particular Resource, both Proposals will receive the maximum sub-point allocation, and the remaining three (3) Proposals will be evaluated based on sixty percent (60%) of the available sub-point allocation.
- “0”, N/A or not applicable is entered or a cell is left blank for a 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 Rate component.

### 3.7 Stage V – Cumulative Score

At this stage, the scores from Stages II and IV (per Zone) will be totaled for each Proposal and subject to the express and implied rights of OECM; all Proponents, or the Proponents with the highest scoring Proposals per Zone will become the selected Proponents and will be invited to concurrent negotiations, as further described in Section 3.9.

Reference checks will be conducted to confirm or clarify information provided within the Proposal. The reference checks will not be scored, however, OECM may in its sole discretion elect to adjust Technical Response scores related to the information obtained during reference checks.

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

### 3.8 Stage VI – Tie Break Process

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

### **3.9 Stage VII – Negotiations**

At the conclusion of the Stage VI, OECM may invite the highest scoring or all Proponents to enter into concurrent negotiations.

Negotiations will be based on the RFP requirements, and the 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, reporting);
- Agreement terms and conditions;
- Additional references, if required;
- Rates; and,
- Best and Final Offer.

Negotiations may include requests by OECM for supplementary information from a 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 Proponent fail to reach an agreement within the aforementioned timeframe, OECM may at its sole and absolute discretion, request the Proponent to submit its Best and Final Offer; terminate discussions and negotiations with that particular Proponent; or extend the negotiation timeline.

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

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.

### **3.10 Agreement Finalization**

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

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

### **3.11 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.

### **3.12 Agreement Launch and Marketing**

OECM will promote the use of the Agreement with Clients as set out in Section 1.17. 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	August 2, 2017
Proponent's Information and OTP Demonstration Session	2:00 pm on August 8, 2017
Proponent's Deadline for Questions	5:00 pm on August 17, 2017
OECM's Deadline for Issuing Answers	August 23, 2017
Proponent's Deadline for Questions Pertaining to <u>Issued Documents only</u>	5:00 pm on August 28, 2017
OECM's Deadline for Issuing Final Addenda	August 30, 2017
Closing Date	2:00:00 pm on September 7, 2017
Agreement Start Date	On or about October 2017

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 Proponents may thereafter be subject to the extended timeline.

#### 4.1.2 Proponent's Information and OTP Demonstration Session

A 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 Information 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 Proposals 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 **Messages** 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; 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 through OTP to OECM, on any matter it considers to be unclear. OECM shall not be responsible for any misunderstanding on the part of the 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 the 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 the 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](mailto: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.

Proposals submitted by mail shall not be considered.

#### 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 C – Commercial Response completed and uploaded into OTP;
  - Appendix F – Consortium Information Form (if applicable) completed within OTP;
  - Appendix G – Compliance with Agreement completed and uploaded into OTP; and,
- **Technical Response should include:**
  - Appendix E - Technical Response completed within OTP.

Please do not include any financial information in the Technical Response.

- **References:**
  - Appendix D – References completed within 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 only withdraw its Proposal by deleting its submission on OTP **before** the Closing Date, or by contacting OECM after 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 Proponents.

#### **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**

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

#### **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 their Response.

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 a 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 Proposal with the lowest Rates or any Proposal shall not necessarily be accepted. While Rates will be evaluated, 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 Execution of Agreement, Notification and Debriefing**

#### **4.4.1 Selection of 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 five (5) days following the completion of negotiations. This provision is solely to the benefit of OECM and may be waived by OECM at its sole discretion.

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

#### **4.4.2 Failure to Enter Into Agreement**

The Proponent should note that if the Proponent and OECM cannot execute the Agreement within the allotted twenty (20) days, OECM will be at liberty to request the Preferred Proponent to submit its Best and Final Offer as described in Section 3.9 or to terminate discussions and negotiations with the Proponent.

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. With a view to expediting contract formalization, at the midway point of the above-noted timeframe, OECM may elect to initiate concurrent negotiations with the next-best-ranked Proponent. Once the above-noted timeframe lapses, OECM may discontinue further negotiations with that particular Proponent. This process shall continue until a contract is formalized, until there are no more Proponents remaining that are eligible for negotiations, or until OECM elects to cancel the RFP process.

#### **4.4.3 Notification to Other Proponents**

Once an Agreement is executed between OECM and a Preferred Proponent, the 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 – Form of Agreement.

#### **4.4.5 Debriefing**

Proponents 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 Proposal 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.

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

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

#### **4.5.7 Competition Act**

Under Canadian law, a Proposal must be prepared without conspiracy, collusion, or fraud. For more information, refer to the Competition Bureau website at <http://www.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**

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

For more information, please refer to the Canadian Free Trade Agreement website at <https://www.cfta-alec.ca/> or to the 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>.

#### **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.

#### **4.6 Disqualification for Misrepresentation**

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

#### **4.7 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.

#### **4.8 Cancellation**

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

#### **4.9 Reserved Rights and Governing Law of OECM**

##### **4.9.1 General**

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

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

- OECM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- (c) Waive formalities and accept Proposals that substantially comply with the requirements of this 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) If there is 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 contract or contracts;
    - o final judgements in respect of serious crimes or other serious offences; 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, or any Proponent whose reasonable failure to cooperate with OECM impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP;
  - (h) Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached a contract with OECM, or has otherwise failed to perform such contract to the reasonable satisfaction of OECM (i.e. has not submitted required reporting and or cost recovery fees to OECM), the Proponent has been charged or convicted of an offence in respect of a contract with OECM, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM;
  - (i) 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;
  - (j) 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;
  - (k) Accept or reject a Proposal if only one (1) Proposal is submitted;
  - (l) Reject a Subcontractor proposed by a Proponent within a Consortium;
  - (m) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;
  - (n) 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 Rates exceed the Proposal Rates received by OECM for Resources acquired of a similar nature and previously done work,
    - o the Proposal Rates exceed the costs OECM or its Clients would incur by doing the work, or most of the work, with its own resources,
    - o the Proposal Rates exceed the funds available for the Resources, or,



- o the funding for the acquisition of the proposed Resources has been revoked, modified, or has not been approved,
  - o and where OECM cancels this RFP, OECM may do so without providing reasons, and OECM may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing.
- (o) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal;
- (p) Accept any Proposal in whole or in part;
- (q) Disqualify a Proponent whose Proposal does not include Rates on the submitted Appendix C – Commercial Response;
- (r) If OECM receives a Proposal from a Proponent with Rates that are abnormally lower than the Rates in other Proposals, OECM may verify with the Proponent that the Proponent satisfies the conditions for participation and is capable of fulfilling the Term of the Agreement; or,
- (s) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM or is otherwise engaged in a dispute with OECM;

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

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

#### **4.9.2 Rights of OECM – Preferred Proponent**

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

- Extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, OECM may, in its sole discretion, terminate the discussions;
- Exclude the Preferred Proponent from further consideration and begin discussions with the next highest scoring Proponent without becoming obligated to offer to negotiate with all Proponents; 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.

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

#### **4.9.3 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 OECM commits a material breach of OECM's obligations pursuant to this RFP, OECM's liability to the Proponent, and the aggregate amount of damages recoverable against OECM for any matter relating to or arising from that material breach, whether based upon an action or claim

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

#### **4.9.4 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.

#### **4.9.5 Entire RFP**

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

#### **4.9.6 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.

#### **4.9.7 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 – Amended Commercial Response as of August 28, 2017 (posted separately on 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 1.17 (Definitions - for a definition of Agreement), Section 1.4 (Type of Agreement for Deliverables), and Section 3.10 (Agreement Finalization).

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
<b>MASTER AGREEMENT</b>					
<b>Article 1 – Interpretation and General Provisions</b>					
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)
<b>Article 2 – Legal Relationship Between OEM/Client, Supplier and Third-Parties</b>					
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				
<b>Article 3 – Performance by Supplier</b>					
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>				
<b>Article 4 – Payment for Performance and Audit</b>					
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)
<b>Article 5 – Confidentiality and FIPPA/MFIPPA</b>					
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				
<b>Article 6 – Intellectual Property and Use of OEM or Client Insignia</b>					
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				
<b>Article 7 – Indemnity and Insurance</b>					
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				
<b>Article 8 – Termination, Expiry and Extension</b>					
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				

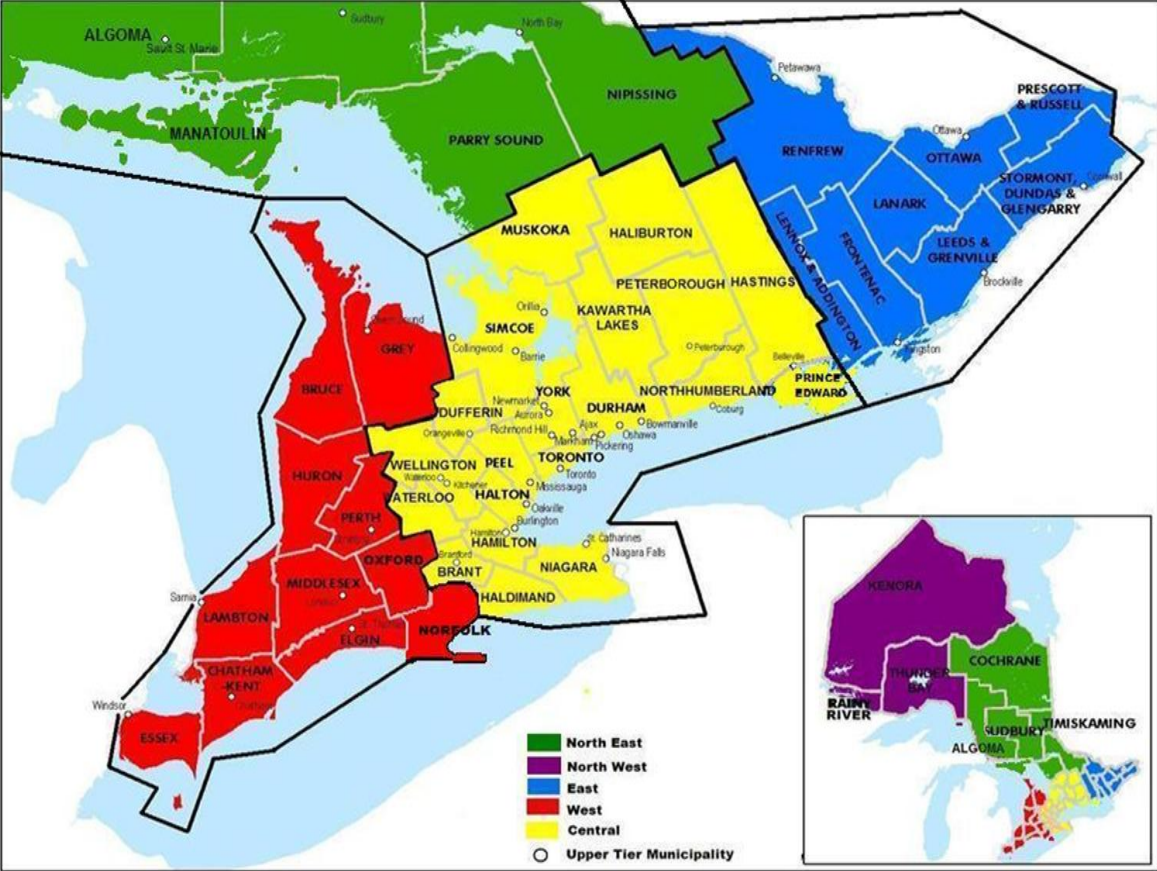
Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
8.06	Scope of Termination Rights				
8.07	Expiry, Client-Supplier Agreement Survival and Extension of Contract				
8.08	Alternative Dispute Resolution				
<b>Schedule 1 (Resources, Supplementary Provisions, and Rates)</b>					
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
<b>Schedule 2 (Client-Supplier Agreement)</b>					
Appendix A – Resources and Supplementary Provisions					
Appendix B – Rates					
<b>Article 1 – Definitions</b>					
<b>Article 2 – The Master Agreement</b>					
<b>Article 3 – Representatives for Client-Service Agreement</b>					
<b>Article 4 – Term of CSA</b>					
<b>Article 5 – Resources, Rates and Payment Process</b>					
<b>Article 6 – Rates and Payment</b>					
<b>Article 7 – Insurance</b>					
<b>Article 8 – Notices</b>					
<b>Article 9 – Termination</b>					
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				
<b>Article 10 – Publicity</b>					
<b>Article 11 – Legal Relationship Between Client, Supplier and Third-Parties</b>					
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				
<b>Article 12 – General</b>					
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				
<b>APPENDIX A – RESOURCES AND SUPPLEMENTARY PROVISIONS</b>		N/A	N/A	N/A	N/A
<b>APPENDIX B – RATES</b>		N/A	N/A	N/A	N/A
<b>APPENDIX C – CLIENT’S POLICIES AND GUIDELINES</b>		N/A	N/A	N/A	N/A

N/A denotes not applicable.

**APPENDIX H – OEMC GEOGRAPHICAL ZONES**

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



## APPENDIX I – SUPPLIER’S PERFORMANCE MANAGEMENT SCORECARD

To ensure Agreement requirements are met, the Supplier’s performance will be measured and tracked by OEMC 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 OEMC;
- On-time Cost Recovery Fee remittance; and,
- Continuous improvement.

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

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

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

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

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

Service	Indicator	Service Level	Measurement
Warranty	Number of warranty issues in the period	Quarterly	No more than one issue per quarter
	Response time for service call outs	Quarterly	90% in 24 hours 95% in 48 hours
	Time to rectify defect on arrival at site	Quarterly	90% in 24 hours
Order Processing	Percentage of orders acknowledged by supplier within 24 hours	Quarterly	95%
Invoice Processing	Percentage of invoices submitted within thirty (30) days	Quarterly	95% within 30 days
	Percentage of invoice accuracy per Client	Quarterly	95%
Project Cost and Timeline	Final cost as a percentage of initial quoted Rates after site visit	Quarterly	Less than 2% variance
	Completion to agreed project timelines	Quarterly	Completed within 48 hours of initial project plan
Client satisfaction	Client satisfaction survey results, including number of complaints, number of resolutions, conduct of staff on-site, reporting on time	Semi Annual	80% Client satisfaction based on survey responses

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



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

<b>Zones</b>	<b>School Board Clients</b>			<b>College Clients</b>	<b>University Clients</b>
<b>Central</b>	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	
			Fleming College	Huron University College	
<b>East</b>	Algonquin and Lakeshore Catholic DSB	Limestone DSB	Upper Canada DSB	The Algonquin College of Applied Arts and Technology	Carleton University
	Catholic DSB of Eastern Ontario	Ottawa Catholic DSB		Canadore College of Applied Arts and Technology	University of Ottawa
	CSD catholique de l'Est Ontarien	Ottawa-Carleton DSB			Queen's University
	CSD catholique du Centre-Est de l'Ontario	Renfrew County Catholic DSB		La Cité collégiale	Dominican College Of Philosophy & Theology
	CSD des écoles publiques de l'Est de l'Ontario	Renfrew County DSB		St. Lawrence College of Applied Arts and Technology	
<b>North East</b>	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				
<b>North West</b>	CSD catholique des Aurores Boréales	Lakehead DSB	Superior North Catholic DSB	Confederation College of Applied Arts and Technology	Lakehead University
	Keewatin-Patricia DSB	Northwest Catholic DSB	Superior-Greenstone DSB	Northern College of Applied Arts and Technology	Northern Ontario School of Medicine
	Kenora Catholic DSB	Rainy River DSB	Thunder Bay Catholic DSB		
<b>West</b>	Avon Maitland DSB	Lambton Kent DSB		Fanshawe College of Applied Arts and Technology	University of Windsor
	Bluewater DSB	London District Catholic SB		Lambton College of Applied Arts and Technology	
	Bruce-Grey Catholic DSB	St. Clair Catholic DSB		St. Clair College of Applied Arts and Technology	
	CSD des écoles catholiques du Sud-Ouest	Thames Valley DSB			
	Greater Essex County DSB	Windsor-Essex Catholic DSB			
	Huron-Perth Catholic DSB				

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