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IT SOFTWARE PLATFORM AND RELATED SERVICES (FOR ITSM AND ESM)

REQUEST FOR PROPOSALS NUMBER: #2020-348

Request for Proposals Issued On: May 14, 2020

Proponent's Information & OTP Demonstration Session: 2:00 pm on May 21, 2020

Proponent's Deadline for Questions: 5:00 pm on June 24, 2020

Proponent's Deadline for Questions Pertaining to Issued Documents: 5:00 pm on July 1, 2020

Closing Date: 2:00:00 pm on July 21, 2020 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.

OECD 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

This non-binding Request for Proposals (“RFP”) is an invitation to obtain Proposals from qualified Suppliers for the provision, licensing, configuration, migration, integration, testing, implementation, training, and on-going software maintenance and technical support of an IT software platform (“Software Platform”) and Related Services (“Services”) for ITSM/ESM as described in Part 2 – The Deliverables and in Part 4 – Master Agreement Structure and Management.

The Proponent must be an OEM or an Authorized Reseller for proposed Software Platform.

If the Proponent is not the OEM, an OEM undertaking, or an OEM Authorized reseller letter shall be submitted with the Proposal for the proposed OEM. If successful, the Authorized Reseller status shall be maintained throughout the Term of the Master Agreement (“Term”).

OECM intends to award up to five (5) Master Agreements, with an initial Term of the Master Agreement (“Term”) of five (5) years with an option in favor of OECM to extend the Term on the same terms and conditions for up to three (3) additional years.

This RFP is issued by OECM.

1.1 Objective of this RFP

The objective of this RFP is

- (a) to provide OECM Customers throughout the province the ability to purchase an ITSM/ESM Software Platform and related Services that meet the Deliverables in this RFP to support “Customer” requirements and reduce the costs of competitive procurement processes on an ongoing basis (i.e. fewer competitive procurement documents issued by Customers);
- (b) to align with the Customers current ITSM and/or IT capabilities;
- (c) to provide options for licensing and hosting platforms; and,
- (d) to award Master Agreements with an optional second stage selection process to qualified Supplier(s) that provide:
 - I. Commercially off the shelf (“COTS”) Software Platform that is configurable and, as required customizable to meet the Customer’s requirements.
 - II. A quality Software Platform that is scalable in a timely manner, demonstrating value for money;
 - III. Professional and responsive Customer support and account management offering consistent approach and efficiency across all support areas of the Customer;
 - IV. IT Software Platform that offers an ITSM/ESM Solution including the software application, licensing, configuration, migration, integration, testing, implementation, training, and on-going software maintenance and technical support for Software as a Service (“SaaS”) and/or on-Premise models.

1.2 Project Advisory Committee

The following stakeholders were involved with the development of the requirements set out in this RFP:

- (a) Carleton University;
- (b) Queen’s University;
- (c) St. Lawrence College;
- (d) Seneca College; and,
- (e) Trent University.

The following stakeholders were consulted to review the Deliverables of this RFP:

- (a) Thames Valley DSB; and,
- (b) Conseil Scolaire Catholique MonAvenir.

The above stakeholders are **not**, in any way, committed to participating in the Master Agreement (s) resulting from this RFP.

1.3 Project Background

The Ontario University Council of Chief Information Officers (OUCCIO) conducted a *service management platform collaboration* survey, it was identified through the survey that many universities are at different levels of maturity with ITIL best practices and are using different service management platforms for their IT Services, Human Resources (HR), Registrar, Financial Services, etc.. OUCCIO engaged OEM to lead a collaborative procurement for an Information Technology Service Management (ITSM) Solution that could move towards an Enterprise Service Management (ESM) solution and cater to the requirements of its Customers.

The survey conducted by OUCCIO was focussed on getting collaboration amongst the universities of Ontario, with the changing needs of Customer across the universities, colleges and school boards as the industry continues to evolve. Subsequently, OEM conducted a survey that obtained feedback across the entire education sector of Ontario, to gain better understanding of the current state and desired future state of all Customers. The survey results were utilized in establishing common requirements to assist in developing the procurement strategy including this RFP deliverables, evaluation criteria and pricing model. OEM is issuing this RFP based on the key survey findings across the education sector.

1.4 Data Residency

The Suppliers' host servers and backup servers shall be located on North American soil in a secure data centre. The Supplier shall follow the *Personal Information Protection and Electronic Documents Act* ("PIPEDA") requirements and adhere to encryption standards mentioned in section 2.5.5. of this *Act*.

1.5 Overview of OEM

OEM is a trusted not-for-profit partner for Ontario's education sector, Broader Public Sector ("BPS") entities, Provincially Funded Organizations ("PFO"), Crown Corporations, and other not-for-profit organizations. OEM offers a comprehensive choice of collaboratively sourced and competitively priced products and services through its Marketplace, the goal of which is to generate savings, choice and service for its Customers.

Recognizing the power of collaboration, OEM is committed to fostering strong relationships with both Customers and suppliers by:

- (a) Actively sourcing products and services in an open, fair, transparent and competitive manner, compliant with BPS Procurement Directive and applicable trade agreements;
- (b) Establishing, promoting and managing product and service agreements used throughout its Customer community;
- (c) Supporting Customers' access and use of OEM agreements through analysis, reporting and the development of tools, guides, and other materials;
- (d) Effectively managing supplier contract performance while harnessing expertise and innovative ideas, to drive continuous improvements through a Supplier Relationship Management program;
- (e) Promoting OEM's Supplier Code of Conduct, based on its core values, to ensure that all supplier partners adhere to a set standard when conducting business with OEM and its Customers resulting in continuous, long-term success; and,
- (f) Supporting supplier partners through a Supplier Recognition Program.

1.6 Use of OEM Master Agreements

As of March 2020, seven hundred and fifty-six (756) Customers were using one (1) or more OEM agreements with a cumulative spend of more than one billion dollars over the last ten (10) years. The annual spend for 2019 increased by 23% when compared to 2018.

More information about OEMC is available on our website - <http://www.oecm.ca/>.

1.7 The Ontario Broader Public Sector Procurement Directive

OECM, and the Customers they service, follow the Ontario BPS Procurement Directive. The directive sets out rules for designated BPS entities on the purchase of goods and services using public funds. The Procurement Directive is available here:

<https://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/English/bps-procurementdirective>.

1.8 Trade Agreements

OECM procurements are undertaken within the scope of Chapter 5 of the Canadian Free Trade Agreement ("CFTA"), Chapter 19 of the Comprehensive Economic and Trade Agreement ("CETA"), and within the scope of the Trade and Cooperation Agreement between Quebec and Ontario and are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP. For more information, refer to the section 5.6.11.

1.9 OEM and Reseller Obligations

If a Supplier is an authorized reseller, it may propose the Software Platform and related Services from only one (1) Original Equipment Manufacturer (OEM).

The Supplier must be an authorized reseller of the proposed Software Platform or the OEM and provide proof of its status upon OECM's request.

The Successful Supplier must provide all Deliverables (including all related Services) required in this RFP.

1.10 Rules of Interpretation

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

- (a) 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;
- (b) Words in the RFP shall bear their natural meaning;
- (c) 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";
- (d) 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;
- (e) Unless otherwise indicated, time periods will be strictly applied; and,
- (f) The following terminology applies in the RFP:
 - i. The terms "must" and "shall" relate to a requirement the Supplier will be obligated to fulfil. Whenever the terms "must" or "shall" are used in relation to OECM or the Supplier, such terms shall be construed and interpreted as synonymous and shall be construed to read "OECM shall" or the "Supplier shall", as the case may be;
 - ii. The term "should" relate to a requirement that OECM would like the Supplier to fulfil; and,
 - iii. The term "will" describe a procedure that is intended to be followed.

[End of Part 1]

PART 2 – THE DELIVERABLES

This Part of the RFP describes the Software Platform and related Services Deliverables which will be incorporated into the final Master Agreement. The Supplier shall meet and implement **all** RFP requirements.

2.1 Software Platform Scope

The Supplier's Software Platform shall be based on current and up to date technologies which will remain updated, supported and maintained throughout the Term.

The Supplier's Software Platform shall meet the following requirements including, but not limited to:

- (a) Provides commercially off the shelf ("COTS") Software Platform that is configurable and, as required, customizable to meet the Customer's needs;
- (b) Provides the access twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days per year;
- (c) Offers consistent visual conformity for all User interfaces and be fully responsive;
- (d) Provides reporting and configuration capabilities;
- (e) Establishes common standards and business practices and follows industry standards such as, but not limited to Information Technology Infrastructure Library ("ITIL") version 3 or above and Project Management Book of Knowledge ("PM-BOK").
- (f) Is Compatible with the Customer's technological infrastructure including, but not limited to:
 - i. Transmission Computer Protocol (TCP)/Internet Protocol (IP) network configurations;
 - ii. Open data base connectivity ("ODBC");
 - iii. Backend systems access through an available bi-directional Application Programming Interface (API);
 - iv. Microsoft Windows servers;
 - v. Microsoft internet information server;
 - vi. Microsoft SQL server;
 - vii. Single Sign On (SSO) Support and Integration with ADFS (Active Directory Federated Services) or SAML (Shibboleth) or Google authentication (OpenID) or Azure Active Directory authentication;
 - viii. Operating system compatibility;
 - ix. Email systems compatibility (e.g. Outlook, Office 365);
 - x. Learning Management System (LMS) compatibility (e.g. Blackboard, D2L, Schoology, Brightspace, Canvas, Moodle, Sakai, LearnDash, LifterMLS etc)
 - xi. Student Information Systems, Enterprise Resource Planning (ERP) systems, unified communication systems, identity management systems, human resource information system; and,
 - xii. Browser compatibility (e.g. Opera version fifty-seven (57) or higher, Edge version forty-two (42) or higher, Safari version eleven point one (11.1) or higher, Chrome version sixty-six (66) or higher, Firefox version fifty-nine (59) or higher, UC, IE, AOSP, Samsung internet) at a minimum.
- (g) Provides Service Level Agreement (SLA) and Key Performance Indicator (KPI) metrics for all ITIL processes;

- (h) Provides sandbox environment (including training and testing) and production environments that shall be sized to meet the specifications (Users, volume, etc.) as identified by the Customers.
- (i) Automates asset (software and hardware) management processes and enables efficient management of configuration items (CI's) and their relationships to several types of identifiers- Users, buildings, rooms;
- (j) Provides on demand and job scheduled reporting and dashboarding ability which can be used by a User (not a developer) of the application to develop new reports or dashboards; and,
- (k) Provides the ability for a User to customize and modify existing system forms, workflows and templates.

2.2 Software Platform Requirements

2.2.1 High Level Requirements

- (a) The Software Platform is based on Information Technology Infrastructure Library ("ITIL") Version 3 or above: The ITIL processes need to be managed separately and are easily customizable for future process developments, including but not limited to:
 - i. Incident, Request Fulfillment with associated Service Catalogue;
 - ii. Service Asset and Configuration Management (Asset Management);
 - iii. Change Management;
 - iv. Problem Management;
 - v. Knowledge Management;
 - vi. Release and Deployment Management;
 - vii. Event Management;
 - viii. Project, Service Level Management;
 - ix. Service Portfolio Management;
 - ~~x. Outage Management;~~
 - xi. Inventory Management;
 - xii. Metrics Reporting / surveys; and,
 - xiii. Chat, notifications and Chat bot services.
- (b) Software Platform shall provide the Services on a Software as a Service ("SaaS") and/or on-Premise models;
- (c) Includes mobility and is accessible across a wide range of mobile smart devices including iOS and Android based tablets and smartphones, allowing for record consulting, manipulations, updates and approvals while working in the field and on the move for Users;
- (d) Provides tailored multiple self-service options based on the Users (e.g. students, staff) through branded secure web portals;
- (e) Provides flexibility as it relates to the roll out of additional features mutually agreed upon (i.e. the feature may need to be rolled out in a phased manner) to support future development and expansion with changing support requirements;
- (f) Provides scalability across the enterprise and can expand to different departments across the Customers organization and offer modules listed below that individual Customers may choose to acquire. These should include, but not be limited to:

- i. IT Service Management (ITSM);
 - Incident / Problem / Change / Release / Asset Management
 - ii. Human Resources;
 - Case and Knowledge Management/ Onboarding/ Offboarding & Transition/Employee self service/Employment documents
 - iii. Facilities Management, requests to facilities for maintenance, support
 - iv. Event Management/ Operational Intel / Service Mapping/ Discovery/ Software and Hardware Asset Management
 - v. Property and Portfolio Management (PPM);
 - vi. Contract Management;
 - vii. Governance, Risk and Compliance
 - Risk / Policy and Compliance / Audit / Vendor Risk; and,
 - viii. Security Operations
 - Security Incident Response / Vulnerability Response etc.
- (g) Provides integration with in-house or other third-party software solutions through a bi-directional API;

2.2.2 Functional Scope and Requirements

The usability for employees, Tier 1, Tier 2 and Tier 3 Users of the system are very important. The requirements are organized in the below sections:

- (a) User Experience;
- (b) Tier One (1), Tier Two (2) and Tier Three (3) User Experience Requirements;
- (c) Form Management;
- (d) Workflows and Automation;
- (e) Reporting, Surveys, and Analytics;
- (f) ITIL;
- (g) Security and Partitioning Enterprise Model;
- (h) Knowledge Base;
- (i) Interfaces; and,
- (j) Miscellaneous.

The Software Platform shall meet or exceed the Mandatory functional requirements detailed in the Appendix- D, Functional requirements.

2.2.3 Compliance

The Supplier shall ensure the Software Platform is compliant with various regulations including, but not limited to:

- (a) Freedom of Information and Protection of Privacy Act ("FIPPA"); Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"); the Personal Health Information Protection Act ("PHIPA"); and the PIPEDA;

- (b) Accessibility for Ontarians with Disabilities Act (“AODA”) Web Content Accessibility Guidelines (“WCAG” 2.0 and 2.1);
- (c) Federal and Provincial (Ontario) regulations; and,
- (d) Customer’s established information security policies and controls for protecting sensitive data, without the need for significant workarounds or complexity.

The supplier will support the Customers provincial compliance requirements on an ongoing basis and stay current with these requirements.

2.2.4 Language Requirements

The language requirements set out below should be available at the time of award or within the initial term of the agreement and should be included in their product roadmap.

The proposed Software Platform should display and allow users to create, modify, store and retrieve content using the full character sets of both English and French languages and ensure proper data translation for French to English or English to French.

The proposed Software Platform should offer translations at a minimum in English and French in the public facing components of the Software Platform for Users.

The User interfaces of the Software Platform and all related documentation should be available in both English and French languages, using correct terminology; and allow for data entry and data transfer of extended Unicode character sets such as French characters utilizing UTF-8.

The Software Platform should also support search and sort functionality using the full character sets of both English and French languages, including an ignore accents feature (e.g. à and â letters show as results of searching the letter a).

2.2.5 Data Validation

The Software Platform shall provide data validation rules for commonly used fields as mutually agreed by the Customer and the Supplier including, but not limited to:

- (a) Phone numbers;
- (b) Names/ Identification numbers;
- (c) Addresses;
- (d) Email addresses;
- (e) Alpha numeric validation (e.g. date data field should restrict Customer’s users from alphabetical inputs); and,
- (f) Designate fields as mandatory or non-mandatory for data entry.

2.2.6 Workflow and Automations

The Supplier shall provide and maintain application and business workflows for current and revised workflow processes during the Term of the Agreement.

In the event of new technologies that become available and which may enhance or may otherwise be provided as an additional service under the terms of the Agreement, the Supplier may provide such business transaction opportunities to the Customer. The Customer reserves the right to incorporate such changes if deemed to be in the best interest of the Customer at an additional cost as mutually agreed between the Customer and Supplier.

2.2.7 Performance and Availability

The proposed Software Platform shall meet or exceed, but not be limited to the following requirements;

- (a) Maintain at a minimum ninety-nine percent (99.6%) uptime including routine maintenance;
- (b) Manage one hundred plus (100) + concurrent users on core application with a rapid response time;
- (c) Manage five hundred plus (500) + concurrent users on the self-service application with a rapid response time;
- (d) Manage fifty plus (50) + testers accessing one (1) test environment concurrently;
- (e) Generate and submit an Incident ticket in sixty (60) seconds or less upon hitting submit button;
- (f) Generate a complex report in less than two (2) minutes and should be able to handle multiple reports being generated simultaneously with no noticeable decrease in response time;
- (g) Incident or Inventory records searches should be returned within two (2) seconds; and,
- (h) Keyword or free-format searches should be returned within two (2) seconds.

2.2.8 Future Features

The Supplier should work towards all features that are not currently part of the Software Platform and include them in their product roadmap. The Supplier shall also propose new and upcoming functionality over the Term of the Agreement.

The Supplier shall provide a three (3) year road map for the proposed Software Platform and related Services

In order to allow Customers to become self-sufficient, the Supplier shall invest in emerging technologies and make a commitment to ongoing modernization and development efficiencies, as identified by Customers through various channels (e.g. user communities/forums etc.).

2.3 Related Services

The Supplier shall provide related Services as outlined below (e.g. implementation support services and other on-going services) as may be required by Customers including, but not limited to:

2.3.1 Implementation Support Services

Suppliers should have completed a minimum of fifteen (15) SaaS and/or On-Premise Implementations in the last 5 years, five (5) of which should be within the education sector.

The Supplier shall provide implementation support services including, but not limited to:

- (a) Project Management based on project management lifecycle;
- (b) Gap identification and Impact Assessments;
- (c) Project execution services including, but not limited to:
 - i. System Design and Development (as required);
 - ii. Security Model;
 - iii. System test requirements;
 - iv. Data Migration;
 - v. User Acceptance Testing (“UAT”);
 - vi. Assessments (Privacy Impact Assessment (“PIA”) and Threat Risk Assessment (“TRA”); and,
 - vii. Integration and testing;

- (d) Change Management and Communication plan;
- (e) Training;
- (f) Pilot Project; and,
- (g) Ongoing Services.

2.3.2 Assessments

The Supplier shall conduct Privacy Impact Assessment and Threat Risk Assessment to identify any potential privacy and security risk at the Supplier's costs.

Customers may require the Supplier to complete a Security Risk Assessment form (for example HECVAT's format to be accepted in higher education. See <https://library.educause.edu/resources/2016/10/higher-education-community-vendor-assessment-toolkit-for-more-information>) as part of their optional second stage evaluation.

(a) Privacy Impact Assessment

The Supplier shall conduct a Privacy Impact Assessments (PIAs) at its own expense relating to the Personal Information, which will be available for review by OECM and/or any individual Customer. PIAs shall also be performed by the Supplier, prior to any material change to the delivery of the Software Platform.

OECM and each individual Customer shall have the right to conduct its own PIA at any time during the Term of the Agreement or engage an independent third party to conduct it.

(b) Vulnerability assessment and Penetration Testing

The Supplier shall have an independent third party perform vulnerability assessment and penetration testing on a frequency determined by Customers for the equipment and/or facilities used to provide the Software Platform. The Supplier shall provide the results of the annual vulnerability assessment and penetration testing to OECM and all Customers within two (2) weeks of receipt.

The Supplier shall provide a detailed penetration testing and vulnerability assessment report prior to implementing any changes at no additional cost to the Customer. The Supplier shall notify each Customer and address any risks or vulnerabilities identified by the assessment.

OECM or any individual Customer may, either directly or through its authorized representatives, conduct regular integrity testing of the firewalls and security practices used by the Supplier.

OECM and its Customers reserve the right to conduct its own vulnerability assessment at any time during the Term of the Agreement.

(c) Threat Risk Assessment

The Supplier shall provide a detailed penetration testing and vulnerability assessment report prior to implementing any changes at no additional cost. The Supplier shall notify each Customer and address any risks or vulnerabilities identified by the assessment.

2.3.3 Training

The Supplier shall provide the Customer training services for the Customer's defined users during the implementation including, but not limited to:

- (a) Providing multiple options for training (e.g. computer-based training, instructor-led, and train-the-trainer, online training videos; remote and onsite training) at different levels;
- (b) Train-the-trainer knowledge transfer to the Customer's Project Team;
- (c) Trainers to conduct training for users, as determined by the Customers during the development of the training plan;
- (d) Training on all modules of the Software Platform;

- (e) Training for users through methods (e.g. videos, webinars, onsite);
- (f) Provide updated and detailed training manuals annually or as processes and system functionalities change;
- (g) Provide online frequently answered questions (“FAQs”) to be updated as per the frequency mutually agreed; and,
- (h) Provide a training environment for user training (sandbox).

Training requirements post implementation will be mutually agreed upon between the Customer and the Supplier.

2.3.4 Ongoing Services

The Supplier should perform all required handoff tasks (in English and French) to ensure successful delivery and on-going support of the Software Platform. Ongoing services include but are not limited to:

- (a) Service delivery Management and governance;
- (b) Service Support

The Customers shall be made aware of any scheduled downtime needed to the platform no less than one week before the outage. Maintenance windows counts towards the calculation for uptime expectations of 99.6%. The Supplier shall provide support throughout the Term of the Agreement, including, but not limited to:

- i. Maintaining at a minimum ninety-nine percent (99.6%) uptime including routine maintenance;
 - ii. Support Services with a tiered structure, ability to query status of tickets and request updates;
 - iii. Notifying Customers of potential widespread issues, bugs as they become known;
 - iv. Notifying each Customer of any new updates and/or patches, sixty (60) days before release, unless otherwise agreed, in writing, by the Customers;
 - v. Providing to the Customers a copy of the Supplier’s maintenance policies;
 - vi. Adhering to Services Level Agreements (“SLA”) as agreed upon signing a CSA;
 - vii. Releasing patches in such a manner that it does not interfere with each Customer’s operations;
 - viii. Providing support Services for the current and previous two (2) versions of the Software Platform; and,
 - ix. Providing provision for alert and update messaging (e.g. when system is not working based on User profiles).
- (c) Release Management
 - i. Development and management of release strategy; including Software Vulnerability Testing is completed prior to the deployment of each major and/or minor release;
 - ii. Provide management for each major, minor and patch release; and,
 - iii. Seek Customer signoff before updating the production environment.
 - (d) Training and Logistics
 - i. Development and management of ongoing training strategy.

- (e) Software Platform Management
 - i. Changes to the Software Platform to support ongoing changes to business requirements; and,
 - ii. Ongoing software changes.
- (f) Continuous Improvement
 - i. Design and implement processes to monitor service delivery and develop and implement opportunities for improvement.
- (g) Support
 - i. Provide support for current and past versions of the Software Platform.
- (h) Other Services:
 - i. Any other services that the Supplier, OEM and the Customer agree are necessary to support the Software Platform.

2.4 Infrastructure and Application

2.4.1 Software as a Service (SaaS)

The Supplier shall, if applicable, be responsible for the ongoing support and maintenance of all infrastructure and hosting components within the proposed Software Platform. Such activities may include, but are not limited to:

- (a) Proactive infrastructure maintenance, updates and upgrades that ensures that all infrastructure, application environments and supporting elements are maintained at a current ("n") or, at minimum, n-1 level;
- (b) Design and execution of infrastructure changes made necessary by changes;
- (c) Respond to and resolve any service requests or incidents in accordance with managed incident and problem management processes and within agreed-to service levels; and,
- (d) Hosting facilities shall demonstrate compliancy with CSAE 3416 (formerly CICA 5970), or equivalent, audit requirements. Hosting facilities should hold an Uptime Institute certification or other industry data centre recognition. Such facilities shall be located on North American soil.

2.4.2 On-Premise

The Customer and Supplier, if applicable, will establish the responsibilities for the ongoing support and maintenance of all infrastructure and hosting components within the proposed Software Platform (e.g. responsibilities in-case of a breach in infrastructure and applications for the on-premise Software Platform).

2.4.3 Application Development and Support

The Supplier shall be responsible for the ongoing maintenance, and, if applicable, operation, development and enhancement of the Software Platform. Such activities may include, but are not limited to:

- (a) Identification and recommendation of preventative, perfective, and adaptive changes to the Software Platform;
- (b) Assessment, design and implementation of enhancement requests from Customers;
- (c) Resolution of corrective maintenance issues related to the Software Platform within agreed-to service levels; and,
- (d) The product roadmap for SaaS updates shall be followed for Software Platform on Customer's premises.

2.4.4 Managed Backups

The Software Platform shall be capable of retaining the current state of each Customer's database, as well as snapshots of the database in its state at certain dates, which shall be defined by each Customer or mutually agreed upon.

2.4.5 Disaster Recovery and Business Continuity

The Supplier shall have a disaster recovery and contingency plan to ensure that data is recoverable and a business continuity plan to ensure the Software Platform can continue to be provided during a variety of circumstances.

The Supplier shall provide details on service levels that will form a part of the Agreement. This information must include, but not be limited to:

- (a) Disaster recovery plan with details concerning the strategy and time required for complete system recovery caused by server failure, power outage and loss of network connectivity at host location (e.g. alternative location, back-up and recovery of servers' configuration);
- (b) Response time for fixes to bugs or performance failure related the functionality of software (minimum: within 24 hours);
- (c) A business resumption plan that details the actions for an orderly transition of information systems and resources from temporary conditions to normal operations and full services; and,
- (d) Representative, expected or standard operational performance statistics with other clients including projected system uptime, technical support response time, help desk response time, and accessible bandwidth to accommodate the Client needs.

2.4.6 Software Platform Security and Monitoring

(a) Access Rights

- i. The Software Platform shall give the main User the rights to set up access profiles to be assigned to each User and the ability to edit the access rights for individual User, without impacting the access profile settings;
- ii. The Software Platform shall give administrators the ability to configure the timeout log out capability, when User's device is idle;
- iii. The sign in information required to access the Software Platform shall be configurable for each individual member;
- iv. The Software Platform shall provide Single Sign On (SSO) Support and Integration with ADFS (Active Directory Federated Services) or SAML (Shibboleth) or Google authentication (OpenID) or Azure Active Directory authentication;
- v. The Software Platform shall have the capability of setting up different roles and have different rights assigned to each role. The assignment of rights shall provide Customers flexibility, by allowing administrators to select whether the User can view and/or edit individual fields within a page;
- vi. Identify who has access to data center and/or the data itself; and,
- vii. The Software Platform shall be compliant with the Privacy and Information Management Taskforce (PIM) toolkit. For more information refer to <https://www.pimedu.org/toolkit.html>.

(b) Security & Privacy for SaaS Offering

The Supplier shall confirm that it has an established information security policy that conforms to International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27001:2013, or equivalent, code of practice for information security policy and controls. In addition, the Supplier should be able to provide the latest evidence of the following security reports:

- i. Service Organization Control (SOC) 2 type II report; and,
- ii. Cloud Security Alliance (CSA) Security Trust and Assurance Registry (STAR) certification report.

If the Software Platform is using a multi-tenanted environment for storing data, all data stored shall be segregated by Customer. The Software Platform shall provide flexibility in sharing data.

OECM and its Customers reserve the right to conduct its own vulnerability assessment at any time during the Term of the Agreement.

(c) Ownership and Control of Personal Information

No access to or custody over Personal Information by the Supplier, its Personnel, Subcontractors or other Persons during provision of the Software Platform shall be construed as providing to the Supplier, its Personnel, Subcontractors or other Persons any legal control over or any proprietary rights to such Personal Information.

Subject to applicable security procedures and system availability, any Customer shall have complete and unrestricted control and access at all times of and to Personal Information that belongs to the Customer, the Supplier shall provide access as it may be requested by the Customer from time to time.

The Supplier shall at all times adhere to the directions of each individual Customer with respect to Personal Information. The Supplier shall be liable for all costs associated with a privacy or data breach in case of negligence.

(d) Personal Information Access Control

The Supplier shall create, maintain and follow a documented process for limiting access to Personal Information to those Persons who are authorized to have that access and for the purposes for which they are authorized, which process shall include measures to verify the identity of those Persons.

The Supplier shall have a role-based access control matrix or equivalent to restrict access to authorized Users.

The Software Platform should have the capability to send notifications to administrators for specific edits in the database.

The Supplier shall not permit its Personnel and/or its Subcontractors to have access to Personal Information unless the Personnel and/or its Subcontractors has first entered into a confidentiality agreement with the Supplier, to keep Personal Information confidential on substantially similar terms as those that apply to the Supplier under the Agreement. If requested by OECM or any of its Customers, the Supplier shall provide copies of the signed confidentiality agreements.

The Supplier shall not permit access to Personal Information or other involvement in providing the Software Platform to Personnel or Subcontractors, that have not been subjected to the personnel security screening and any additional requirements the Supplier may consider appropriate, to ensure that the Personnel and/or Subcontractor do not constitute an unreasonable security risk. The Supplier shall create, obtain and retain records documenting the Supplier's compliance with the security screening requirements.

Data used by the Supplier for any non-production purpose including application testing, development, and training shall only include non-personally identifiable data to the extent reasonably possible. Unless the Agreement otherwise specifies or the individual Customer otherwise directs in writing, extracts from Personal Information will not be used for these purposes.

The Supplier shall not enter into any relationship, contractual or otherwise, with another Person involving data sharing or data access relating to Personal Information. Customers shall have sole and exclusive authority for establishing data sharing or data access agreements relating to Personal Information.

Where any Customer determines, on reasonable grounds, that there is a serious risk that Personal Information may be disclosed or accessed contrary to the terms of the Agreement then OECM and/or

any Customer shall have the right to take all actions necessary to prevent such disclosure including, but not limited to:

- i. Require the Supplier and subcontractors to sign the Customer's Data Protection Agreement;
- ii. Exercising its right to have all Personal Information in the Supplier's possession or control, returned to the Customer in the format and on the media requested by the Customer, and all copies erased or destroyed to the extent so requested by the Customer; including the issuance of a certificate of destruction.
- iii. Proceeding directly to court in respect of any such potential disclosure being deemed an event of irreparable harm; and
- iv. Taking all actions necessary to prevent such disclosure or the potential disclosure of Personal Information.

(e) Activity Logging in Relation to Personal Information

The Software Platform should include, but not be limited to, the capability to create and maintain detailed records logging all activities involving access to Personal Information. Activity logs shall include, at a minimum:

- i. Record of the time of each entry, modification, and duplication of Personal Information and the identity of the User or any other Person performing such function. If access or changes to data are made by administrator using impersonation, the details of the administrator performing the change shall be in the log, as well as information that changes were made through a different User's account;
- ii. Record of the time of each instance in which Personal Information is accessed including the identity of the User or any other Person gaining the access;
- iii. In respect of every network containing Personal Information, recording the time of log-on to and log-off from such network by every User or any other Person; and,
- iv. Maintenance of detailed audit history of each disclosure of Personal Information including the identity of the recipient of the Personal Information.

The Supplier should maintain records as necessary to ensure that the Supplier is at all times able to:

- i. Identify all Personal Information, including for greater certainty all individual items of hardware (identified by manufacturers' serial number) that contain Personal Information;
- ii. Identify all equipment (identified by unique catalogue number); and,
- iii. Describe the size and nature of the Personal Information contained thereon.

Unless directed otherwise in writing by Customers following the end of the Term, the Supplier shall securely destroy all records, provide a proof of destruction of records and supply the Customer with a log that can be read using another editor.

To the extent reasonably possible, all systems that store or allow access to Personal Information shall have mechanisms in place to provide automatic notification to a person designated by the Customer in the event of irregular actions, access, copying or other activities with respect to Personal Information which are not within the normal scope of the Software Platform.

(f) Transmission of Personal Information

The Supplier shall ensure that all individual items of equipment that contain Personal Information and that are permitted, pursuant to the Agreement, to be removed from the facilities, such as for purposes of off-site back-up, may be accessed only by authorized Personnel. Access to equipment will be restricted by password or, where password protection is not possible given the nature of the media:

- i. The media will be protected using physical security measures that prohibit use of the media or access to the Personal Information contained thereon, and

- ii. The Personal Information contained thereon will be encrypted in accordance with individual Member's encryption standards as revised or replaced from time to time.

The Supplier shall ensure that no Personal Information is transmitted over the Internet or any other wide area network (whether by email or otherwise) unless the Supplier ensures that the Personal Information is encrypted, at a minimum, by 128 bit SSL encryption.

Unless the Agreement otherwise specifies or individual Customers otherwise direct in writing, the Supplier shall not store Personal Information on laptops, or any other mobile computing devices.

(g) Facilities and Equipment protection and access control

The Supplier shall create, maintain and follow a documented process to:

- i. Protect facilities and equipment of the Supplier required by the Supplier to provide the Software Platform from loss, damage or any other occurrence that may result in any of those facilities and equipment being unavailable when required to provide the Software Platform; and
- ii. Limit access to facilities and equipment of the Supplier that are being used to provide the Software Platform, or that may be used by someone to access information, to Personnel or Subcontractors who are authorized to have that access and for the purposes for which they are authorized, which process shall include measures to verify the identity of those Persons.

If OEMC or any Client makes available to the Supplier any facilities or equipment for the use of the Supplier in providing the Software Platform, the Supplier shall comply with any policies and procedures provided to it, on acceptable use, protection of, and access to, such facilities or equipment.

The Supplier shall identify and segregate, in the manner directed by each Client, all equipment that contains Personal Information. The Supplier shall have password protection on all equipment that contains Personal Information that shall include power-on and screen saver features. Password rules for all equipment that contains Personal Information must meet or exceed each individual Customer's standards as such standards are revised from time to time, including standards relating to character length and time-expiry of passwords.

The Supplier shall maintain firewalls for all access points to equipment that contains Personal Information.

The Supplier shall ensure that policies and procedures exist to restrict and, where permitted, authorize and control remote access to equipment that contains Personal Information. All such policies and procedures may be subject to review at any time by individual Customers, and no remote access to any equipment that contains Personal Information will be granted until such time as any individual Customer has undertaken such review and/or any individual Customer has provided its approval in writing.

Unless otherwise authorized by Customers in writing, the Supplier shall at all times ensure that no remote access to equipment that contains Personal Information can occur:

- a) From outside of North America, to the extent technically possible, or
- b) By any individual other than:
 - i. Users accessing their own Personal Information, or,
 - ii. Persons authorized by the Customer, who require access to Personal Information;

And in all cases access is to be in accordance with User authenticated means that have been reviewed by Clients. For greater certainty, except as authorized by individual Customers in writing in accordance with the foregoing:

- a) No equipment that contains Personal Information may be directly connected to the Internet or to any wide area network, and,

- b) No equipment that contains Personal Information may be hosted on hardware that also hosts email, Internet, or other wide area server applications, to the extent technically possible.

Personnel will not have access to the Internet or to outbound email on the equipment that contains Personal Information, and all Internet or email access will be available only on completely separate systems which are independent from the equipment that contains Personal Information.

Except where required to provide the Software Platform (such as for authorized back-up of Personal Information), equipment that contains Personal Information will not have removable data storage devices (such as floppy drives, CD or DVD burners), and all USB or other ports to which external storage devices (such as external hard drives) may be connected must be disabled.

The Supplier shall ensure that, prior to disposal or redeployment, all Personal Information is erased from the equipment using industry standard permanent file deletion procedures or tools; and provides documentation of a certificate of destruction.

(h) Security Breaches

If the Supplier becomes aware that, or suspects that:

- Unauthorized access, collection, use, disclosure, alteration or disposal of Personal Information or records containing Personal Information; or,
- Unauthorized access to facilities or equipment has occurred or is likely to occur; the Supplier shall immediately notify the Customer of the particulars of that occurrence or likely occurrence.

In order to mitigate security breaches, the Software Platform shall have the capability to lock out:

- All Users;
- All Users with a specific role; or,
- All Users with a specific security level.

If any Customer decides to conduct a review of a matter described in this section the Supplier shall, on the request of an individual Customer, participate in the review to the extent that it is reasonably practicable for the Supplier to do so.

(i) Integrity of Information

The Supplier shall ensure that, except to the extent expressly authorized by the Agreement or approved in writing by individual Customers, the Personal Information has:

- Remained as complete as when it was acquired or accessed by the Supplier; and,
- Not been altered in any material respect.

(j) Disclosure of information under a warrant or subpoena

If the Supplier is obliged to disclose information of an individual Customer under subpoena, order, or a warrant, the Supplier shall, as soon as reasonably possible and not in violation of law provide the Customer a copy of such subpoena, warrant order, or request and obtain the Customer's consent and comply with the same unless and until required to do so under the applicable law.

The Supplier, if required by Customers, shall be able to provide a storage gateway for extracting application data snapshots, and/or ability for iSCSI devices that can be attached to on-premises servers, or other similar mechanisms.

(k) Encryption

The Software Platform shall utilize 128-bit SSL encryption, or higher, between the client browser and the application tier for any or all modules or sub-modules at each individual Customer's discretion.

The Software Platform should use secured protocols such as Secured Shell (SSH), Pretty Good Privacy (PGP), and/or Secure File Transfer Protocol (SFTP) encrypted connections where applicable.

All Customer data shall be encrypted when it is moved across the network and/or between data centre locations.

2.5 Service Level Agreement

The Supplier shall execute a service level agreement, as agreed to with the Customer at the time of executing the CSA. The SLA shall at a minimum include:

- (a) Documented service delivery monitoring;
- (b) Regular service delivery reporting;
- (c) Documented approach to service delivery performance and continuous improvement;
- (d) Mutually agreed-upon service measures, delivered in both official languages (English and French) to reduce risk of failure and encourage User acceptance, operational compliance and ongoing support, including a Customer defined training plan that minimizes disruption to the Customer;
- (e) Metrics guaranteeing a minimum response time including the identification of monitoring tools to ensure verification; and,
- (f) Timely and advance notifications to the Customers for any changes or disruptions to the system as mutually agreed upon (i.e. software updates, version releases).

2.6 Support to Customers

In addition to the support identified in section 2.2, the Supplier shall provide effective support to Customers including, but not limited to:

- (a) Providing a responsive account executive (with applicable back-up) assigned to the Customer to support their needs by providing day-to-day and ongoing administrative support, and operational support;
- (b) Managing issue resolution in a timely manner;
- (c) Complying with agreed upon escalation processes to resolve outstanding issues;
- (a) Responding to Customer's inquiries (e.g. to day-to-day activities) within one (1) Business Day;
- (b) Ensuring minimal disruption to the Customer;
- (c) Providing easy access to the Supplier (e.g. online, toll free telephone number, email, voicemail, chat or fax);
- (d) Providing training/demonstrations, knowledge transfer, and no-cost educational events (e.g. webinars), if available;
- (e) Establishing an ongoing communications program with the Customer (e.g. new initiatives, innovation, sustainability);
- (f) Adhering to the Customer's confidentiality and privacy policies (e.g. related to student's private information);
- (g) Provide Customer reporting;
- (h) Attending meetings with Customers, as requested; and,
- (i) Additional project specific requirements.

2.7 Incentive to Customers

Where feasible, the Supplier should offer incentives to Customers to promote additional savings resulting from better operational efficiencies that may include, but are not limited to:

- (a) Increased User adoption;
- (b) Early payment discount for Customers (e.g. a Customer purchases three (3) years of subscription to be paid at the beginning of the CSA may receive a specific percentage discount for the three (3) years); and,
- (c) Early Adoption Incentive (e.g. 20% discounted subscription charge and/or implementation cost for first twenty (20) Customer Supplier Agreement or 20% discounted subscription charge and/or implementation cost for first 8 months post the Agreement launch); and,
- (d) Overall growth.

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

The incentives the Supplier and Customer agree to shall be incorporated into the CSA and reviewed and adjusted (e.g. annually) as required and reported to OECM as part of the sales reporting.

The incentive to Customers can be reviewed and adjusted annually as required.

2.8 Transition in and Transition out (Termination/Program Close Out)

The Supplier shall provide seamless transition (e.g. integrating and communicating) if a Customer chooses to change the Software Platform in the future.

When the Master Agreement expires at the end of the Term, or any extension period, a CSA may be extended by a Customer for a period of up to twelve (12) months in order to permit the Customer to transition to a new agreement for the Software Platform. In such case, all the terms and conditions of the Master Agreement shall apply in respect of the above-noted extension periods. The CSA shall be amended accordingly.

The Supplier shall provide a close out plan prior to the termination and/or expiry of the Term of Agreement or extension Terms. The close out plan shall include exit tasks and activities to ensure a seamless transition. Termination assistance shall include at a minimum:

- (a) Transfer of Customer data in a mutually agreed data format and consisting of the transfer of any existing service history and Customer specific technical data. The Supplier shall permanently delete all such data upon the successful transfer of such data to each individual Customer;
- (b) Transfer of any existing Customer specific policies and procedures documentation including any Customer specific manuals, history of changes, operational procedures and standards;
- (c) Extraction of the legacy data, validation of the data and integrating the data with the proposed Software Platform;
- (d) The provision of the Software Platform, including online tools, until a new provider has implemented the applicable Software Platform; and
- (e) Additional termination assistance that may be mutually agreed upon at the time of termination.

2.9 Invoicing

Flexibility in invoicing processes is required. The Customer and Supplier can mutually agree to invoicing details when executing a Customer-Supplier Agreement ("CSA").

The Supplier shall, for Customers using Jaggaer, support cXML and/or portal invoicing functionality.

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

- (a) Customer name and location;
- (b) Customer purchase order number (if applicable) and order date;

- (c) Description of Software Platform and Related Services provided, quantities and Rates;
- (d) Accommodation and/or travel expenses; and,
- (e) HST and total cost.

2.9.1 Payment Terms and Methods

The Customer's common payment terms are net thirty (30) days.

The Supplier shall accept payment from Customers by cheque, Purchasing Card, Visa Payables Automation (via ghost card) or Electronic Funds Transfer ("EFT") at no extra cost to the Customer.

Different payment terms may be agreed to when executing a CSA (e.g. 2%/10 early payment discount for Customers, Annual payments for subscription rates and maintenance, milestone-based payments for implementation, training etc.).

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

2.9.2 Electronic Fund Transfer

The Supplier shall provide the Customer with the necessary banking information to enable EFT, at no extra cost to the Customer, for any related invoice payments including, but not limited to:

- (a) A void cheque;
- (b) Financial institution's name;
- (c) Financial institution's transit number;
- (d) Financial institution's account number; and,
- (e) Email address for notification purposes.

2.10 Environmental and Sustainability Considerations

OECM and its Customers are committed to reducing their carbon footprint. The Supplier should keep Customers informed about any environmentally friendly processes, services, new technologies and/or green initiatives. The Supplier should, in consultation with OECM, make any environmentally friendly processes, services, new technologies and/or green initiatives, related to the RFP Deliverables, available to Customers as required.

2.11 Social Procurement

OECM and its Customers are committed to social procurement. The Supplier should keep OECM and Customers informed about social procurement processes.

2.12 Licences, Right to Use and Approvals

The Supplier shall obtain all licences, right to use and approvals required in connection with the supply of the Software Platform and Related Services and provide them at Customer and OECM request. The costs of obtaining such licences, right to use and approvals shall be the responsibility of, and shall be paid for by, the Supplier.

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

[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 stages:

Stage	Type of Evaluation	Refer to RFP Section	Scoring Methodology and Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	3.2	Pass/Fail	Pass
Stage II	Technical Response	3.3	400	240
Stage III	Commercial Response	3.4	270	Not Applicable
Stage IV	Cumulative Score	3.5	670	Not Applicable
Stage V	Tie Break Process	3.6	No Point Allocation	Not Applicable
Stage VI	Negotiations	3.7	No Point Allocation	Not Applicable
Stage VII	Master Agreement Finalization	3.8	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 qualification requirements.

The Proponent **must** complete the following forms in (“Ontario’s Tenders Portal (“OTP”) to qualify and proceed to the next stage of evaluation.

Title	OTP Envelope
Form of Offer	Qualification
Compliance with Form of Master Agreement	Qualification
OEM Undertaking or OEM Authorized reseller letter	Qualification
Commercial Response	Commercial

If the Proponent fails to insert information contained in the above forms, OECM may provide an opportunity to rectify such deficiency within a period of two (2) Business Days from notification thereof. Only Proponents satisfying the identified deficiencies within allotted time will proceed to Stage II.

3.2.1 OEM Undertaking or OEM Authorized reseller letter

The Proponent must propose Software Platform from only one (1) OEM.

If the Proponent is not the OEM, an OEM undertaking amended as of June 19, 2020 as per Appendix-J, or a duly signed OEM Authorized reseller letter indicating that the proponent is an authorized reseller of the OEM resources and is in good standing as follows:

- (a) The named Proponent is confirmed to be an authorized reseller of OEM Software Platform;
- (b) The date of when the Proponent became an authorized reseller of OEM Software Platform;
- (c) Letter must be current and dated within one (1) month of the Proponent’s Proposal Submission Deadline; and
- (d) Letter to be signed by an authorized representative from OEM and issued on OEM letter head.

The above-mentioned OEM undertaking, or OEM authorized reseller letter shall be submitted with the Proposal for the proposed OEM.

OECM may, at its sole discretion, contact the OEM to validate information proposed prior to the award and/or any during the Term of the Agreement.

- (a) OEM Undertaking as per Appendix -J, amended as of June 19, 2020, or an OEM Authorized reseller letter must be uploaded as a single attachment into the Qualification Envelope of OTP.

3.3 Stage II – Technical Response

Stage II will consist of an evaluation and scoring of the Technical Responses of each Eligible Proposal.

The Technical Response includes a series of questions the Proponent is required to respond to in order to demonstrate the Proponent’s ability to fulfill the RFP Deliverables. Only information contained within the Technical Response will be evaluated in Stage II.

Only Proposals that meet or exceed the minimum thresholds will receive a **pass** in this stage and proceed to Stage III of the evaluation process. There is an overall minimum threshold of sixty percent (60%) i.e. two hundred and forty points (240).

Point allocations for the Technical Response sections are as follows:

Technical Response Sections	Available Points	Minimum Threshold, per section, if any
- Experience and Qualification	90	45
- Mandatory Functional Requirements	150	90
- Additional Functional Requirements	Not evaluated	N/A
- Implementation and Training	50	25
- Customer Support and Account Management	50	25
- Early Adopters	20	N/A
- Industry Trends	10	N/A
- Move to ESM	30	N/A
- Impact Assessment Reports	Not evaluated	N/A
- Total Overall Points and Minimum Threshold	400	240

Detailed sub-point allocations and minimum threshold requirements are set out in the Technical Response on OTP.

In the case that contradictory information or information that contains conditional statements is provided, OECM will, in its sole and absolute discretion, determine whether the response complies with the requirements, and may seek clarification from the Proponent.

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

Stage II resulting scores per Proposal will be used when determining the cumulative score as described below in Section 3.5.

3.4 Stage III – Commercial Response

The Proponent **must** complete and upload Appendix C – Commercial Response into the OTP Commercial Envelope for this stage of evaluation.

The Proponent must propose only one (1) OEM in its Appendix C – Commercial Response.

The Proponent shall propose rates for SaaS based IT Software Platform and/or on-Premise based IT Software Platform.

Upon the completion of Stage III of the evaluation, the Commercial Response will be opened for all Eligible Proposals.

Point allocations for the Commercial Response sections are as follows:

Commercial Response Sections	Available Points
- Software Platform Licensing (including SaaS and On-Premise per Licensed User)	200
- Maintenance (including SaaS and On-Premise)	50
- Training	20
- Role based consultancy	Not Evaluated
- Additional Services	Not Evaluated
- TOTAL POINTS:	270

Detailed sub-point allocations are set out in the Appendix C – Commercial Response Amended as of June 5, 2020 on OTP.

Rates will be evaluated using a relative formula. See example below:

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR ANNUAL SUBSCRIPTION CHARGES		
Proposed Rates	Calculation	Resulting Points
If Proponent 1 proposes the lowest Rate of \$100.00 for Annual Subscription, it would receive 100% of the points allocated.	$\$100 \div \100×200 Points	200.00
If Proponent 2 proposes the second lowest Rate of \$200.00 for Annual Subscription, it would receive 50% of the points allocated.	$\$100 \div \200×200 Points	100.00
If Proponent 3 proposes the third lowest Rate of \$400.00 for Annual Subscription, it would receive 25% of the points allocated.	$\$100 \div \400×200 Points	50.00

Where \$0.00 is entered in any Rate cell, it is deemed to mean that the particular Product/Service **will be provided to Customers at no additional cost**. Therefore, when evaluating and scoring the Rates, a Proposal specifying \$0.00 in a Rate cell in the Commercial Response shall receive the maximum point allocation for that particular Product/Service. The remaining Proposals will be evaluated using a relative formula based on the remaining percentage of available points regardless of the Proposals of \$0.00 Rate as per below example.

EXAMPLE – WHERE FIVE (5) PROPOSALS WERE RECEIVED WITH \$0.00 RATE PROPOSED		
Number of Proposals with a proposed Rate of \$0.00 for a particular Service	The number of remaining Proposals	The percentage (%) of the sub-point allocation for the remaining Proposals will be:
1	4	80%
2	3	60%
3	2	40%
4	1	20%

Where N/A or not applicable is entered in a Commercial Response cell or a Commercial Response cell is left blank for the Service, it is deemed to mean that the particular Service will **not be provided** to Customers. Therefore, when evaluating and scoring the Rates, a Proposal specifying N/A or not applicable, or left blank in Appendix C – Commercial Response will receive a zero (0) point allocation for that particular pricing section.

Stage III resulting scores per Proposal will be used when determining the cumulative score as described below in Section 3.5.

3.5 Stage IV – Cumulative Score

At this stage, the scores from Stages II and III will be combined for each Proposal.

Subject to the express and implied rights of OECM; the Proponents with the highest scoring Proposals or all Proponents may become the Preferred Proponents, and be invited to negotiations, as further described below.

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

3.6 Stage V – Tie Break Process

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

3.7 Stage VI – Negotiations

Concurrent negotiations, with the Preferred Proponents, will be based on the RFP requirements, and the Proposals, understanding that OECM is seeking the best overall solution and value for money for Customers.

The negotiations may include:

- (a) Software Platform and Related Services;
- (b) Master Agreement management (e.g. performance, KPIs, penalties, reporting);
- (c) Master Agreement terms and conditions;
- (d) Additional references, if required;
- (e) Rates; and,
- (f) Best and Final Offer.

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

OECM intends to complete negotiations within fifteen (15) calendar days after notification. If, for any reason, OECM and a Preferred Proponent fail to reach an agreement within the aforementioned timeframe, OECM may at its sole and absolute discretion (a) request the Preferred Proponent to submit its Best and Final Offer; (b) terminate negotiations with that particular Preferred Proponent; (c) extend the negotiation timeline; or (d) publish one (1) or some of the Supplier, who have executed Master Agreements, within our promotional marketing launch. Other Master Agreements, if successfully negotiated with other Preferred Proponents would be added to OECM's website at a later date.

Upon successful negotiations, the Preferred Proponent will be invited to execute a Master Agreement.

3.8 Stage VII – Master Agreement Finalization

The Preferred Proponent will be given five (5) Business Days to execute the Master Agreement, unless otherwise specified by OECM. Once the Master Agreement has been executed, Customers may execute a CSA.

OECM shall at all times be entitled to exercise its rights under Section 5.6.

[End of Part 3]

PART 4 – MASTER AGREEMENT STRUCTURE AND MANAGEMENT

4.1 Master Agreement Structure

OECM may, through this RFP process, enter into Master Agreements with up to five (5) qualified Suppliers for the provision of the Software Platform and related Services to OECM Customers, if required, to seek Rates through an optional Second Stage Selection Process from a variety of Suppliers.

The Term is intended to be for five (5) years, with an option in favour of OECM to extend the Term on the same terms and conditions for up to three (3) additional years. Performance as set out in Appendix G – Performance Management Scorecard and/or Supplier Recognition Program evaluation results will be considered when contemplating a Master Agreement extension.

Customers participating in the Master Agreements will execute a CSA with a Supplier as attached in Appendix B – Form of Master Agreement.

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

4.1.1 No Contract until Execution of Written Master Agreement

This RFP process is intended to identify Proponents for the purpose of negotiation of potential Master Agreements. The negotiation process is further described in Part 3 – Evaluation of Proposals, and in Section 3.7 of this RFP.

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

4.1.2 Customer's Usage of Master Agreements

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

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

Part Two, the Second Stage Selection Process ("Second Stage") is managed by the Customer or by OECM on the Customer's behalf and is focused on the Customer's specific needs. Depending on the Customer's internal policies, and potential dollar value of the Software Platform and related Services a Customer may:

- (a) Select a Supplier and sign a CSA; or,
- (b) Seek demonstration for the proposed Software Platform; and/or,
- (c) Seek Rates and other relevant Software Platform and related Services information specific to a Customer's organization (e.g. by issuing a non-binding request via a Second Stage tool (e.g. Request for Services ("RFS") or Customer's process (e.g. directly or via an online e-tendering platform)) from the Supplier for their specific Software Platform and related Services requirements. A Customer may request a demonstration of the Customer's Software Platform. If selected by the Customer, the Supplier shall provide the Software Platform and related Services in accordance with the specifications stated in the Master Agreement and in the Customer's CSA.

When a Second Stage request is issued, which does not constitute a contract A, contract B situation, it will identify the required Software Platform and related Services or it may request the Supplier to propose appropriate Software Platform and related Services to fulfill the Customer's requirements and any other applicable information. The Customer 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 Master Agreement.

The Supplier must respond to a Second Stage Selection Process request and, at minimum, the response should set out the following:

- (a) Proposed Software Platform and related Services;
- (b) Implementation;
- (c) Customer Support;
- (d) Security; and,
- (e) Final, net Rates. The Rates should be valid for a minimum of ninety (90) days. Limited time offer Rates and/or promotional Rates must be specified by the Supplier, if applicable to the specific Second Stage request.

4.1.3 No Guarantee of Volume of Work or Exclusivity of Master Agreement

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

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

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

4.2 Rates

The proposed Software Platform and Related Services Rates shall be firm for the first year of the Master Agreement and shall be:

- (a) The maximum Rates applicable to all Customers;
- (b) In Canadian funds and shall include all applicable costs, including, but not limited to overhead, materials, fuel, fuel surcharge, duties, tariffs, delivery, office support, profit, permits, licences, labour, insurance, and Workplace Safety Insurance Board costs; and,
- (c) Exclusive of the HST, or other similar taxes.

The Supplier may, however, lower its Rates for specific Software Platform and related Services when the Customer and Supplier mutually agree without affecting the Rates in the Master Agreement.

In extenuating circumstances, OECM may consider a Rate adjustment substantially effecting the provision of Services resulting from new or changed municipal, provincial, or federal regulations, by-laws and fluctuations in foreign exchange rates as published by the Bank of Canada, tariffs, or ordinances. Any such request from the Supplier must be accompanied and supported by documentation deemed appropriate by OECM. OECM may use a third-party index (e.g. Consumer Price Index ("CPI") and/or Commercial Software Price Index provided by Statistics Canada) in its Rates review. The Supplier must submit documentation (i.e. Rate impact analysis) demonstrating how the request affects the delivery of Products in this Master Agreement. OECM will not consider any fixed costs or overhead adjustments in its review of the Supplier's documentation.

4.2.1 Travel Expenses

The Supplier must obtain prior approval from the Customer for costs incurred as a result of accommodation or travel associated with a particular Assignment. These costs must be charged in accordance with the Customer's travel policy, as may be amended from time to time. Suppliers may obtain applicable rates from the Customer. All such pre-approved costs, where applicable, must be itemized separately on invoices.

Customers shall not be responsible for any meal, hospitality, or incidental expenses incurred by the Supplier, whether incurred while travelling or otherwise including,

- (a) Meals, snacks and beverages;

- (b) Gratuities;
- (c) Laundry or dry cleaning;
- (d) Valet services;
- (e) Dependent care;
- (f) Home management; and,
- (g) Personal telephone calls.

4.2.2 Optional Rate Refresh

OECM's goal is to keep Rates as low as possible for Customers. However, the Supplier may request a Rate refresh on the anniversary date of the Master Agreement and every anniversary thereafter.

The Supplier shall provide a written notice with supporting documentation to OECM at least one-hundred-and-twenty (120) days prior to the Master Agreements' anniversary date annually if requesting a Rate refresh.

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

Volumes and Supplier performance (i.e. Supplier's Performance Management Scorecard and/or Supplier Recognition Program evaluation results) will be considered when contemplating a Rate refresh.

If a proposed Rate refresh was agreed upon between OECM and the Supplier, the new Rates would only be applicable to Services ordered after the effective date of the new Rates. The effective date of the Rate change must allow Customers a minimum of thirty (30) days' prior notice from OECM. If, however, a proposed Rate increase is not accepted by OECM the Master Agreement may be terminated within one-hundred and twenty (120) days unless the Supplier agrees to withdraw its request for a Rate increase and continue the provision of the Services at the existing agreed upon Rates.

If a Rate refresh is not requested, the existing Rates shall remain in effect until the next Rate refresh opportunity.

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

Based on above, the Master Agreement will be amended, if needed.

4.2.3 Optional Process to Add other Software Platform and Related Services

During the Term, if mutually agreed by OECM and the Supplier, other Software Platform features/functionalities and Related Services (e.g. Catalog of Services offerings) may be added to the Master Agreement to align with Customer needs.

The Supplier shall provide written notice to OECM of at least one hundred and twenty (120) days if requesting a Service refresh.

Additional module of the Software Platform, Related Services or other related Catalog Services requests from the Proponent must be accompanied by appropriate documentation (e.g. detailed calculations, Modules, Service description, and rationale for the addition).

Volumes and Master Agreement management performance (i.e. Proponent's Performance Management Scorecard results) will be considered when contemplating adding Service Solution

modules and/or Related Services. In the event the Proponent's performance is poor and/or unacceptable, OECM may not agree to the Proponent's Software Platform module and/or Related Services refresh request. All other modules and/or Related Services shall remain unchanged.

Rates, for newly added Software Platform modules and/or Related Services, will be negotiated at the time ensuring alignment with similar Software Platform modules and/or Related Services currently available on the Agreement.

Based on above, the Master Agreement will be amended, if needed.

4.2.4 Pricing Audit and Management

The Customer, OECM, or OECM on behalf of a Customer, may request Rate audits on Resources provided during the Term (including all Rates) of the Master Agreement. The Supplier shall provide supporting documents as deemed acceptable by the Customer, OECM, or OECM on behalf of a Customer within thirty (30) calendar days from the date of the request. The supporting documents for pricing audits may include but are not limited to quotations and final invoices, as applicable.

4.2.5 OECM Geographical Zones

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

- (h) Central Zone;
- (i) East Zone;
- (j) North East Zone;
- (k) North West Zone; and,
- (l) West Zone.

Also refer to Appendix I – OECM School Board, University and College Customers in Ontario illustrating OECM's educational Customers by Zone.

4.2.6 OECM Cost Recovery Fee

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

The Supplier shall pay to OECM a CRF of two percent (2%) for all Software Platform and Related Services (i.e. Software Platform subscription licences for both SaaS and/or on-premise, implementation, maintenance for both SaaS and/or on-premise, training (ongoing) and other role based services) invoiced by the Supplier to the Customers throughout the Term.

The CRF shall be paid to OECM, via EFT, on a quarterly basis based on the calendar year by the tenth (10th) Business Day of the applicable quarter.

CRF payment dates, for the first year of the Master Agreement, will be as follows:

CRF Payments	Payment Date
The next CRF, including any Customer purchases made between the Master Agreement execution date and September 30, 2020, shall be paid to OECM by:	October 14, 2020
The next CRF, including any Customer purchases made between October 1, 2020 to December 31, 2020, shall be paid to OECM by:	January 14, 2021

CRF Payments	Payment Date
Subsequent CRF payments shall be paid to OECM on the tenth (10) Business Day following each calendar quarter.	Tenth (10) Business Day in January, April, July, October of each year

HST is applicable to the CRF payments made to OECM.

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

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

The Supplier shall be responsible for paying interest, as specified in Article 4.09 of the Master Agreement, for late CRF payments.

Upon termination or expiry of the Master Agreement, the Supplier will submit all outstanding CRF payments within thirty (30) days of the Master Agreement termination or expiry date.

4.2.7 Saving Calculation

OECM tracks, validates, and reports on savings on all of its agreements. Collaborative procurement processes enable several types of savings including direct and indirect savings (e.g. process improvement, lead time reduction, standardization, economies of scale, cost avoidance).

The Supplier shall report Customer savings (e.g. Master Agreement Rate versus Rate invoiced to Customer, total cost of ownership, cost avoidance and/or other savings).

4.3 Master Agreement Management Support to OECM

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

- (a) Assigning to OECM a Supplier Account Executive and team responsible for supporting and overseeing all aspects of the Master Agreement;
- (b) Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- (c) Promoting the Master Agreement within the Customer community;
- (d) Maintaining OECM's and Customer's confidentiality by not disclosing Confidential Information without the prior written consent of OECM and/or the Customer, as the case may be, as further described in Appendix B – Form of Master Agreement;
- (e) Attending business review meetings with OECM to review such information as:
 - i. CSAs and upcoming opportunities; and,
 - ii. Review and monitor performance management compliance;
- (f) Complying with Appendix H – Code of Conduct requirements as described on the OECM website at <https://oecm.ca/oecm-advantage/our-supplier-partners/supplier-code-of-conduct>;
- (g) Managing issue resolution in a timely manner;
- (h) Complying with agreed upon escalation processes to resolve outstanding issues;
- (i) Timely submission of reports as described in Appendix F – Reporting Requirements; and,

- (j) Complying with Master Agreement close out processes (e.g. ensuring all Master Agreement obligations have been fulfilled, such as submission of final reporting and CRF payments to OEMC).

4.3.1 Master Agreement Launch

Once the Master Agreement is awarded, the Supplier will meet with OEMC to discuss an effective launch strategy, and shall provide:

- (a) Supplier profile and logo;
- (b) Supplier contact information;
- (c) Customer engagement strategy;
- (d) Access to knowledge sharing materials (e.g. webinars);
- (e) Marketing materials, and,
- (f) Other relevant materials.

4.3.2 Promoting OEMC Master Agreements

To support Customers, OEMC and the Supplier will work together to encourage the use of the Master Agreement resulting from this RFP.

The Supplier will actively promote the Master Agreement to Customers by:

- (a) Conducting sales and marketing activities directly to onboard Customers;
- (b) Executing CSAs with interested Customers;
- (c) Providing excellent and responsive Customer support;
- (d) Gathering and maintaining Customer and market intelligence, including contact information;
- (e) Identifying Customer savings; and,
- (f) Identifying improvement opportunities (e.g. new Services).

OEMC will promote the use of the Master Agreement with Customers by:

- (a) Using online communication tools to inform and educate;
- (b) Holding information sessions and webinars, as required;
- (c) Attending, where appropriate, Customer and Supplier events;
- (d) Facilitating CSA execution, where appropriate;
- (e) Facilitating Second Stage requests, as required;
- (f) Providing effective business relationship management;
- (g) Managing and monitoring Supplier performance;
- (h) Facilitating issue resolution; and,
- (i) Marketing Supplier promotions.

4.3.3 Supplier's Performance Management Scorecard

To ensure Master Agreement requirements are met, the Supplier's performance will be measured and tracked by OEMC as described in Appendix G – Performance Management Scorecard.

4.3.4 OECM's Supplier Recognition Program

OECM's suppliers play a fundamental role in ensuring Customers' needs are met with consistent and exceptional service. As part of OECM's efforts to provide greater value to Customers and support their Supplier selection process across OECM agreements, OECM has implemented a Supplier Recognition Program ("SRP"). Through the SRP, OECM will objectively assess supplier's performance using an open, fair and transparent framework to recognize and reward top-performing Suppliers on an annual basis.

The following four (4) key areas of focus that suppliers will be measured upon include:

- (a) Supplier performance;
- (b) Master Agreement performance (see Section 4.3.3 – Supplier's Performance Management Scorecard and Appendix G – Performance Management Scorecard);
- (c) Generated savings and value; and,
- (d) Technical Response scores from the Supplier's Proposal for this RFP.

Further details will be provided to the Suppliers.

4.3.5 Reporting to OECM

The Supplier shall be responsible for providing reports as further described in Appendix F – Reporting Requirements.

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

[End of Part 4]

PART 5 – TERMS AND CONDITIONS OF THE RFP PROCESS

5.1 General Information and Instructions

Procurement Process Non-Binding

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

- (a) 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,
- (b) Neither the Proponent nor OECCM shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of a Master Agreement, failure to award a Master Agreement or failure to honour a response to this RFP.

Non-Binding Rates

While the Proposal Rates will be non-binding prior to the execution of a written Master Agreement, such information will be assessed during the evaluation and ranking of the Proposals, 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 Master Agreement award.

5.1.1 RFP Timetable

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

RFP Timetable	
Event	Time/Date
OECCM's Issue Date of RFP:	May 14, 2020
Proponent's Information and OTP Demonstration Session:	2:00 pm on May 21, 2020
Proponent's Deadline to Submit Questions:	5:00 pm on May 27, 2020
OECCM's Deadline for Issuing Answers:	June 5, 2020
Proponent's Deadline to Submit Questions:	5:00 pm on June 11, 2020
OECCM's Deadline for Issuing Answers:	June 19, 2020
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on June 24, 2020
OECCM's Deadline for Issuing Final Documents:	July 1, 2020
Closing Date:	2:00:00 pm on July 21, 2020
Anticipated Master Agreement Start Date:	October, 2020

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

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

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

5.1.2 Proponent's Information and OTP Demonstration Session

The Proponent may, but is not required to, participate in the Proponent's Information and OTP Demonstration Session, which will take place at the time set out in Section 5.1.1.

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

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

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

Information provided during this session will be posted on OTP.

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

The Proponent can contact OTP technical support directly for further assistance, using the contact details set out in Section 5.3.1.

5.1.3 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.

5.1.4 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.

5.1.5 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:

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

5.2 Communication after RFP Issuance

5.2.1 Communication with OECM

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

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

- (a) Any employee or agent of OECM;
- (b) Any member or advisor of the Project Advisory Committee;
- (c) Any member of OECM's governing body (such as Board of Directors, or advisors);
- (d) Any employee, consultant or agent of OECM's Customers; and,
- (e) Any elected official of any level of government, including any advisor to any elected official.

5.2.2 Proponent to Review RFP

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

- (a) Shall report any errors, omissions or ambiguities; and,
- (b) May direct questions or seek additional information **on** or **before** the Proponent's Deadline to Submit 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:

- (a) Edit the question for clarity;
- (b) Exclude questions that are either unclear or inappropriate; and,
- (c) 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 related to addenda, and question and answer documents. Refer to Section 5.1.1 for timelines.

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

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

5.2.3 Proponent to Notify

In the event the Proponent has any reason to believe that an error, omission, uncertainty or ambiguity, as set out in Section 5.2.2 exists, the Proponent must notify OECM through OTP prior to submitting a Proposal.

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

The Proponent shall not:

- (a) After submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in Section 5.2.2 were present with respect to the RFP; and,

(b) Claim that OECM is responsible for any of the circumstances listed in Section 5.2.2 of this RFP.

5.2.4 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 information and documents that are issued on OTP.

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

5.3 Proposal Submission Requirements

5.3.1 General

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

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

- (a) Email at etenderhelp_CA@jaggaer.com;
- (b) By phone at 866-722-7390; or,
- (c) Accessing website information at https://ontariotenders.app.jaggaer.com/esop/nac-host/public/attach/eTendering_responding_to_tender_guide.pdf.

To be considered in the RFP process, a Proposal must be submitted and received **before** the Closing Date as set out in Section 5.1.1 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.

5.3.2 Proposal in English

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

5.3.3 Proposal Submission Requirements

The Proponent is solely responsible for submitting its Proposal on OTP prior to the Closing Date.

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

Appendix/Form Title	OTP Envelope	Complete Form within OTP	Complete Appendix and Upload to OTP
Form of Offer	Qualification	√	
Compliance with Form of Master Agreement	Qualification	√	
OEM Undertaking or OEM Authorized reseller letter	Qualification		√
Technical Response	Technical	√	
Appendix C – Commercial Response	Commercial		√

5.3.4 Other Proposal Considerations

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

- (a) Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored;
- (b) Completely address, on a point-by-point basis, each Technical Response question in Technical Response. Technical Responses left blank and/or unanswered will receive a score of zero (0). Refer to Section 3.3;
- (c) Information attached as part of the Commercial Envelope in OTP will not be considered as part of the evaluation of Stage II - Technical Response. Refer to Section 3.3; and,
- (d) 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 5.3.13 Clarification of Proposals.

5.3.5 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.

5.3.6 Withdrawal of Proposal

A Proponent may withdraw its Proposal by deleting its submission on OTP **before** the Closing Date or at any time throughout the RFP process until the execution of a Master Agreement. To withdraw a Proposal after the Closing Date, the Proponent should send a **Message** to OECM through OTP.

5.3.7 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.

5.3.8 Completeness of Proposal

By submitting a Proposal, the Proponent confirms that all components required to use and/or manage the Services have been identified in its Proposal or will be provided to OECM or its Customers at no

additional cost. Any requirement that may be identified by the Proponent after the Closing Date or subsequent to signing the Master Agreement shall be provided at the Proponent's expense.

5.3.9 Proposals Retained by OECM

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

5.3.10 Acceptance of RFP

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

5.3.11 Amendments to RFP

Subject to Section 5.1.1 and Section 5.2.4, 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.

5.3.12 Proposals will not be Opened Publicly

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

5.3.13 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.

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.

5.3.14 Verification of Information

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

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

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

5.3.15 Proposal Acceptance

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

5.3.16 RFP Incorporated into Proposal

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

5.3.17 Exclusivity of Contract

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

5.3.18 Substantial Compliance

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

5.3.19 No Publicity or Promotion

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

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

5.4 Negotiations, Timelines, Notification and Debriefing

5.4.1 Negotiations with Preferred Proponent

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

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

If the Preferred Proponent and OECM cannot execute the Master Agreement within the allotted twenty (20) days, OECM will, as described in Section 3.7 and 3.8, be at liberty to extend the timeline, request the Preferred Proponent to submit its Best and Final Offer, terminate discussions/negotiations with the Preferred Proponent, or publish one (1) or some of the Suppliers, who have executed Master Agreements within OECM's promotional marketing launch. Other Master Agreements, if successfully negotiated with other Preferred Proponents would be added to OECM's website at a later date.

5.4.2 Failure to Execute a Master Agreement

When the Preferred Proponent successfully reaches an agreement with OECM at the end of the negotiation process in accordance with the evaluation set out in this RFP, the Preferred Proponent will be allotted five (5) Business Days to execute the Master Agreement unless otherwise specified by OECM.

If the Preferred Proponent cannot execute the Master Agreement within the allotted timeframe, OECM may rescind the invitation to execute a Master Agreement or publish one (1) or some of the Suppliers, who have executed Master Agreements within OECM's promotional marketing launch. Other Master Agreements, if successfully negotiated with other Preferred Proponents would be added to OECM's website at a later date.

In accordance with the process rules in this Part 5 – Terms and Conditions of the RFP Process, there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement.

5.4.3 Master Agreement

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

- (a) Any such Master Agreement will commence upon signature by the duly authorized representatives of OECM and the Preferred Proponent; and,
- (b) May include, but not be limited to, the general Master Agreement terms contained in Appendix B – Form of Master Agreement.

5.4.4 Notification to Other Proponents

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

5.4.5 Debriefing

Any Proponent may request a debriefing after receipt of a notification of award. All requests must be in writing to OECM and should 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.

5.4.6 Bid Dispute Resolution

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

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

A protest in writing should include the following:

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

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

5.5 Prohibited Communications, and Confidential Information

5.5.1 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:

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

5.5.2 Confidential Information of the Proponent

Except as provided for 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.

5.5.3 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.

5.5.4 Personal Information

Personal Information shall be treated as follows:

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

5.5.5 Non-Disclosure Agreement

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

5.5.6 Freedom of Information and Protection of Privacy Act

The *Freedom of Information and Protection of Privacy Act (Ontario)*, applies to information provided by the Proponent. A Proponent should identify any information in its Proposal, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by OECM and its

Customers. The confidentiality of such information will be maintained by OECM, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

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

5.5.7 Intellectual Property

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

5.6 Reserved Rights and Governing Law of OECM

5.6.1 General

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

- (a) Make public the names of any or all Proponents;
- (b) Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information, if accepted, into the Proposal, at OECM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- (c) Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in OECM's sole and absolute discretion;
- (d) Verify with any Proponent or with a third party any information set out in a Proposal;
- (e) Check references other than those provided by Proponents;
- (f) With supporting evidence, disqualify any Proponent on grounds such as:
 - i. Bankruptcy or insolvency;
 - ii. False declarations;
 - iii. Significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior agreement or agreements;
 - iv. Final judgments in respect of serious crimes or other serious offence; or,
 - v. Professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent;
- (g) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- (h) Disqualify any Proponent whose Proposal is determined by OECM to be non-compliant with the requirements of this RFP;
- (i) Disqualify a Proposal based upon the past performance or on inappropriate conduct in a prior procurement process, or where the Proponent has or the principals of a Proponent have previously breached an agreement with OECM, or has otherwise failed to perform such agreement to the reasonable satisfaction of OECM (i.e. has not submitted required reporting and/or cost recovery fees to OECM);
- (j) Disqualify any Proponent, who, in relation to this RFP or the evaluation and selection process, has engaged directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the Supplier.

- (k) Disqualify the Proponent who has been charged or convicted of an offence in respect of an agreement with OECM, or who has, in the opinion of OECM, engaged in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion, unethical conduct, including lobbying as described above or other forms of deceitfulness, or other inappropriate communications offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of OECM, or where 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;
- (l) 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;
- (m) 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;
- (n) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (o) Reject a Subcontractor proposed by a Proponent within a Consortium;
- (p) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;
- (q) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
 - i. OECM determines it would be in the best interest of OECM not to award a Master Agreement,
 - ii. the Proposal prices exceed the bid prices received by OECM for Services acquired of a similar nature and previously done work,
 - iii. the Proposal prices exceed the costs OECM or its Customers would incur by doing the work, or most of the work, with its own resources,
 - iv. the Proposal prices exceed the funds available for the Services, or,
 - v. the funding for the acquisition of the proposed Services has been revoked, modified, or has not been approved,and where OECM cancels this RFP, OECM may do so without providing reasons, and OECM may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing;
- (r) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal;
- (s) Accept any Proposal in whole or in part;
- (t) 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 Master Agreement; or,
- (u) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM and/or its Customers or is otherwise engaged in a dispute with OECM and/or its Customers;

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.

5.6.2 Rights of OECM – Proponent

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

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

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

5.6.3 No Liability

The Proponent agrees that:

- (a) 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;
- (b) 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,
- (c) 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.

5.6.4 Assignment

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

5.6.5 Entire RFP

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

5.6.6 Priority of Documents

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

5.6.7 Disqualification for Misrepresentation

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

5.6.8 References and Past Performance

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

5.6.9 Cancellation

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

5.6.10 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.

5.6.11 Trade Agreements

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

For more information, refer to the following:

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

5.6.12 Governing Law

The terms and conditions in this Part 5:

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

[End of Part 5]

APPENDIX A – DEFINITIONS

Definitions

Unless otherwise specified in this RFP, capitalized words and phrases have the meaning set out in Appendix B – Form of Master Agreement attached 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;

“Authorized Reseller” means a Supplier that is authorized by the OEM of the proposed product Resources to market, advertise, sell and distribute the product Resources;

“Authorized Service Provider” means a company that the OEM has deemed qualified to service the product Resources that are still under OEM warranty without voiding the OEM warranty;

“Best and Final Offer” or **“BAFO”** means a process during the negotiation stage in which a Preferred Proponent may be invited by OEM 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:

- (a) Select classified, non-classified and hydro entities (referred to as Other Included Entities in the Management Board of Cabinet Procurement Directive);
- (b) The Legislative Assembly;
- (c) Every municipality in Ontario as defined in the *Municipal Affairs Act and the Municipal Act*;
- (d) Every regional municipality in Ontario as defined in the *Regional Municipalities Act*;
- (e) The District Municipality of Muskoka as described in the *District Municipality of Muskoka Act*;
- (f) Every local board in Ontario as defined in the *Municipal Affairs Act and the Municipal Act*;
- (g) Every university in Ontario;
- (h) Every college of applied art and technology in Ontario;
- (i) Every post-secondary institution in Ontario, the enrollments of which are used to calculate annual operating grant entitlement;
- (j) Every school board in Ontario as defined in the *Education Act*;
- (k) Every hospital listed in the Schedule to the Classification of Hospitals Regulations made under the *Public Hospitals Act*, and,
- (l) Every private hospital operated under the authority of a licence issued under the *Private Hospitals Act* including:
 - i. Community Health Centres; and,
 - ii. Community Care Access Locations;

See <https://www.ontario.ca/page/broader-public-sector-accountability>;

“Browser” means any approved browser tool used by Customers to access the Software Platform;

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

“Case” has the meaning of encompassing tickets, inquiries, requests, forms and issues. In the below Software Platform requirements, the words “case” and “ticket” are used interchangeably.

“Configuration” means the bespoke set-up of the Software Platform as required to meet Customer needs.

“Closing Date” means the Proposal submission date and time as set out in OTP and in 5.1.1 and may be amended from time to time in accordance with the terms of this RFP;

“Commercial Envelope” means an area in OTP where the Proponent would upload its completed Commercial Response;

“Commercial Response” means the Rates the Proponent uploads to OTP within Appendix C – Commercial Response as part of the Commercial Envelope;

“Confidential Information” means confidential information of OECM and/or any Customer (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, and includes all information concerning the business or affairs of the party or its directors, governors, trustees, officers or employees that is of a confidential nature, which information if in written or other tangible form, is clearly designated as confidential, or if disclosed orally, is designated as confidential in a written memorandum delivered by the disclosing party promptly following such disclosure. For the purposes of greater certainty, Confidential Information shall:

- (a) Include:(i) all new information derived at any time from any such Confidential Information whether created by OECM, the Customer, the Proponent or any third-party; (ii) all information (including Personal Information) that OECM or the Customer is obliged, or has the discretion, not to disclose under provincial or federal legislation; and, (iii) pricing under this RFP;
- (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the disclosing party of any duty of confidentiality owed by it hereunder; (ii) the disclosing party can demonstrate to have been rightfully obtained it, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the disclosing party free of any obligation of confidence; (iii) the disclosing party can demonstrate to have been rightfully known to or in the possession of it at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the disclosing party; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to (i) having or having access to information in the preparation of its Proposal that is confidential to OECM and not available to other respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process; or (iii) engaging in conduct that compromises or could reasonably be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or,
- (b) in relation to the performance of its contractual obligations in an OECM contract, the Proponent’s other commitments, relationships or financial interests (i) could or could reasonably be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could reasonably be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

“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 OECM’s operating costs as a not-for-profit/non share capital corporation, which is based on the before tax amount invoiced by the Supplier to Customers for Deliverables acquired through OECM’s competitively sourced agreements. Once Customer-Supplier Agreements have been executed, this fee is remitted by the Supplier to OECM on a quarterly basis;

“Customer” is an organization such as educational entities (e.g. school boards or authorities, Provincial and Demonstration Schools Branch with the Ontario Ministry of Education, colleges, and universities, and may also include Private Schools and Private Career Colleges), Crown corporations, First Nations federal agencies, health and social service entities, municipalities, not-for-profit organizations, provincially funded organizations (“PFO”), shared service

organizations, utilities and local boards, any other Ontario Public Sector and Broader Public Sector agencies, boards or commissions or similar entities not mentioned here;

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

“**Customization**” means the development of new capability for the Software Platform to meet Customer needs;

“**Deliverable**” means the Software Platform and Related Services to be provided or performed by the Supplier, under the Master Agreement, and includes everything that is necessary to be supplied, provided or delivered by the Supplier within scope of the resulting Master Agreement;

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

“**Guest**” means external individuals or groups as identified by the Customers to be given access to the Software Platform for specific purposes (e.g. fundraising, gym memberships);

“**Hosting**” means the provision of a supported infrastructure environment on which the Software Platform is installed;

“**HTTP cookie**” also called web cookie, Internet cookie, browser cookie, or simply cookie) is a small piece of data sent from a website and stored on the Customer’s computer by the Customer’s web browser while the User is browsing;

“**Integration**” means the linking of the Software Platform to any other system via an electronic interface;

“**Interface**” means code developed to link two or more specific systems to each other

“**Maintenance**” mean the proactive Services provided by the Supplier to maintain full functionality of the Software Platform

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

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

“**OECM’s Deadline for Issuing Final Addenda**” means the date and time as set out in 5.1.1 of this RFP and may be amended from time to time in accordance with the terms of this RFP;

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

“**PFO**” means a provincially funded organization;

“**Personal Information**” has the same definition as in subsection 2(1) of FIPPA and in subsection 2(1) of MFIPPA, that is, recorded information about an identifiable individual or that may identify an individual and includes all such information obtained by the Proponent from OECM or the Customer or created by the Proponent pursuant to the RFP;

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

“**Project Advisory Committee**” or “**PAC**” means the individuals providing input into the development of this RFP, and may also evaluate Proposals received in response to 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 documentation and information submitted by a Proponent in response to the RFP;

“**Purchasing Card**” or “**P-Card**” means the corporate charge cards used by the Customer, as may be changed from time to time;

“Rates” means the maximum prices in Canadian funds, for the Software Platform and Related Services as set out in the Proponent’s submitted Appendix C - Commercial Response;

“Request for Proposals” or **“RFP”** means this Request for Proposals #2019-349 issued by OECM, including all appendices and addenda thereto;

“Second Stage Selection Process” or **“Second Stage”** means a request from one (1) or more Suppliers via a Second Stage tool (e.g. Request for Services (“RFS”), or Customer’s process (e.g. directly or via an online e-tendering platform) from a Customer or from OECM on behalf of a Customer, seeking Rates and relevant Services specific to a Customer’s organization;

“Service” means all Software Platform and related services to be provided or performed by the Supplier, under the Master Agreement, and includes everything that is necessary to be supplied, provided or delivered by the Supplier;

“Software Platform” means a solution that is used to host an application or service, in this case, IT Service Management (ITSM) and other functionalities that can be scaled across the enterprise making it an Enterprise Service Management (ESM) as stated in Part 2- The Deliverables and includes everything that is necessary to be supplied, provided or delivered by the Supplier;

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

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

“Technical Envelope” means an area in OTP where the Proponent would complete Technical Response;

“Technical Response” means the information, which will be evaluated and scored, the Proponent submits within OTP as part of the Technical Envelope;

“Term” has the meaning set out in Part 1 – Deliverables of this RFP;

“Tier One (1)” has the meaning of front-line contact center agents, service desk staff as well as other support staff within the Customer organization, may be inhouse or outsourced;

“Tier Two (2)” has the meaning of backend IT staff within the Customer organization;

“Tier Three (3)” has the meaning of functional specialists within the Customer organization;

“Third (3rd) Party Applications” means any software system other than the Software Platform, including systems developed by external vendors and by the Customers themselves;

“User” has the meaning of all Customer employees, board staff, volunteers, contracted employees, students, parents, guardians and external users which can belong to the following 2 categories:

a) Requester category of broader users with access to system for issue logs/ticketing (requiring no subscription, to be provided at no additional cost to the Customer),

b) Approver and/or Fulfiller (requires subscription) also called **“Licensed User”**;

“Licensed User” defined as an approver and/or a fulfiller (requires subscription) which can be further classified as Tier One (1), Tier Two (2) and Tier Three (3);

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

“Workflow” has the meaning of enabling automated multi-step processes; and,

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

APPENDIX B – FORM OF MASTER AGREEMENT

This appendix is posted as a separate PDF document.

APPENDIX C – COMMERCIAL RESPONSE AMENDED AS OF JUNE 19, 2020.

The Proponent should complete this appendix, posted as a separate Microsoft Excel document, and upload it into OTP.

APPENDIX D - FUNCTIONAL REQUIREMENTS

The ITSM/ESM Software Platform’s “Software Platform” functional requirements are classified into two types:

- A. Mandatory Functional Requirements
- B. Other Additional Functional Requirements

A. Mandatory Functional Requirements

The functional requirements categorized as high priority are identified here as mandatory requirements. The Software Platform shall provide provision of all these requirements.

1. User Experience Requirements

The User experience is essential to a successful Software Platform within the Customers organization. Usability for the User is important. The Software Platform should have but not be limited to the following User experience requirements:

User Experience Requirement
User can enter a central ESM access site. The master access point can redirect the employee to the correct sub portal. (e.g. The employee could enter a request to both the IT partition and another request to the HR partition from the original master portal).
User can enter central site via laptop, desktop or mobile device –responsive design
Graphical User Interface (GUI) allowing fast and efficient logging and updating of records using ‘point and click’ (as well as ‘hot-key’ usage), on-line help, and screen and field validation relevant to the User, function or group.
Graphical tools - e.g. buttons, color coding - and fast simple system navigation should be available wherever possible
User may create, view, update and cancel a ticket via a self-serve portal.
User can monitor activity related to their tickets (open/closed and history).
User may easily access relevant self -help / self-service / knowledge base articles.
User can attach 1 or more document(s) to the case, 50 - 100Mb of size for all documents attached.
Users can attach main documents types - Word, PDF and Scanned Images.
User can respond to a short satisfaction survey for each case. Surveys can be sent on a 1:1 ratio or any other ratio of closed tickets. Survey should be customizable by the Customer.
It should also be possible to gauge a User’s previous level of satisfaction from the satisfaction rating assigned when closing their last Incident.
User can easily view bulletins on the home page of the portal(s).
Form fields are automatically populated with User’s identity. (ability to add a secondary person to ticket and update their information) (Secretary opening a ticket on behalf of the VP)
User receives personalized User interface experience with features/capabilities presented based upon role, department, and type of service activity selected.
Notification of recovery of a system outage. General notifications upon push notification via Users.

2. Tier One (1), Tier Two (2) and Tier Three (3) User Experience Requirements

Usability is important for the Tier One (1), Tier Two (2) and Tier Three (3) Users. The Software Platform should have but not be limited to the following Tier One (1), Tier Two (2) and Tier Three (3) User requirements:

Tier One (1), Tier Two (2) and Tier Three (3) User Experience Requirements
Ability to add documents to tickets.
Can attach documents to a communication within a ticket or workorder thread.
Ability to color code tickets (especially if they are older than a specific date – SLA- or other criterion).
Ability to breakout incident into queues and these queues should be assigned and controllable by different User groups.
Ability to create a Global/ Master ticket for a critical issue and add sub-tickets into the global / master ticket, and upon closure of the global/master ticket it will populate the solution/ comments into the sub-tickets and close the sub-tickets as well.
Ability to create, update and send canned and automated email notifications to multiple people - especially pertaining to a ticket and ticket follow up.
Ability to take the ticket information and forward it in an email.
Ability to code tickets as escalated or as an urgency/priority.
Agents/Analysts can add notes to tickets that are not visible to the User.
Ability to reopen a ticket controlled through security groups.
Can create a ticket easily with auto population of User data from HR and Active Directory systems.
Series of steps/protocols predefined for quick standard response to common cases.
All User interactions are stored on the Case - email/notifications/texts.
Ability to support hierarchical escalation, either manually or via business rules upon incident status change, urgency, impact, priority change and/or service-level clock expiration.
Ability to identify how the incident request was received (in person, by email, from self-serve portal, etc.).
Ability to breakout incident into queues and these queues should be assigned and controllable by different User groups.
Ability to automatically load balance work, EMS should have the ability to redistribute work and new incoming items to someone not on holidays.
Ability to classify a ticket which is not seen by User.
Can select a canned response.
Easily sign an approval within the workflow by clicking a button and the name, and time stamp is recorded.
Robust knowledge management capability i.e. references for troubleshooting, resolving, and routing.
Ability to email from within the solution and attach documents to the communication as required without restriction to file type or size.
Dashboard that displays workload and due dates for specific tickets (filtered by agent or by department). Should have the ability to modify dashboard based on position and requirements.

3. Form Management Requirements

The Customer requires a forms creator which is intuitive and flexible. The Software Platform should have but not be limited to the following Form Management requirements:

Form Management Requirements
Ability to manage templates and elements. (e.g. A workbench and one can pick-up the “widget” and reuse the elements.)
Save a draft feature (the form can be completed in more than one sitting).
Ability to pre-fill data from Active Directory or other enterprise systems. (e.g. Pre-fill data name, employee ID, email address, title, etc. from Active Directory).
Ability to restrict access to certain forms by role.
Automatically date and time stamp forms at each point in the workflow.
Ability to take a “standard” template form, modify and save as a new form. (e.g. A standard form collecting employee information first can be used as template over and over again.). Template creation should be limited to key individuals in each Customer organization.
Responsive design. (e.g. Can create a single form that works on multiple devices such as computer, tablet and mobile devices.)
Forms creation is highly configurable, robust and easy to use with pre-defined fields, conditional/dynamic fields, and custom fields that can easily be added to the form without the requirement of IT to create forms.

4. Workflow Requirements

The ability to easily create simple and complex workflows is important to the Customer. The Software Platform should have but not be limited to the following Workflow requirements:

Workflow Requirements
Ability to create standard workflows for standard requests. (e.g. A request for a new laptop)
Ability to add additional task(s) to existing workflows.
Tasks can be scheduled within a request.
Highly configurable assignment/support groups.
Assignments and alerts can be sent by email.
Ability to schedule reminders.
Tickets categories (i.e. Pensions, Benefits) and classification (impact, urgency, & priority) are configurable upon approval.
A ticket may be classified as more than one category and more than one sub-category.
Ability to create auto workflow assignments to specific groups(s).
Ability to automatically assign tickets of a similar workflow to a specific group (e.g. Automatically assign to HR Pensions team).
Add the ability to do “round-robin” ticket assignment. For example, within the HR Pensions Team – there maybe 8 agents, each agent would then receive a ticket as it is assigned to this team to distribute work evenly across the team. If agent is sick or vacation it will skip and go to the next agent in the team.

Approvers can set-up delegates.
A ticket can be assigned between team members within the team or to another team.
Administration can monitor real-time workflows assignments.
Ability to add workflow stage maximum time limits which initiates a notification.
Ability to generate workflows in a natural manner through interactive, graphical User interface with drag and drop capabilities.

5. Reporting, Surveys and Analytics Requirements

The ability to create custom reports and dashboards with ease is important to the Customer. The Software Platform should have but not be limited to the following Reporting and Analytics requirements:

Reporting, Surveys and Analytics Requirements
Delivered Out-of-the-box analytics and real-time dashboards that offer simple and intuitive interface allowing for the management view of metrics including but not limited to: Items falling outside of the SLA Items that have been escalated to the management level Total number of open incidents Unassigned Incidents Total number of closed incidents Total time spent on incidents Views of incidents by; dept, User, service, and type of service, assigned team, assigned agent View of Customer Profile (incidents opened/closed/asset assigned/owned, etc.) Total # of surveys sent, responded and scoring/rating
Delivered Out-of-the-box reports.
Ability to create custom reports, limited to their authorization access.
Ability to configure custom analytics and dashboards.
Electronic up-to-date version of data dictionary of delivered fields for reference.
Incident and Problem records should include reason for failure information - for SLA reports.
Reports should be able to track fix times of re-referred Incidents and Problems between Support Groups from a Customer perspective. This should clearly identify the total elapsed time for an Incident/Problem regardless of when it was referred or re-referred between Support Groups and the response & turnaround times of each Support Group and/or 3rd party
Graphic capability.
Ability for Users to perform simple and complex queries using a WYSIWYG interface.
Ability for Users to create reports using a WYSIWYG interface.
Reports and Dashboards displaying SLA tracking.
Ability to review generated reports on screen, export them as various standard common file formats ((e.g. docx, xlsx, csv, pdf, and xml), print, and save).
Ability to receive automated emails of the defined reports.

6. ITIL Requirements

Customers require a solution that enables the key elements and concepts of the ITIL (Information Technology Infrastructure Library) best practises. With Software Platform, it is important that it includes the linkages between the processes used and their contribution to Information Technology Service Management (ITSM) practises, such as but not be limited to:

ITIL Requirements
Incident Management including Major Incident - ITIL process support.
Event Management - ITIL process support.
Problem Management - ITIL process support.
Request Fulfillment - ITIL process support
Change Management - ITIL process support
Service Asset & Configuration Management - ITIL process support
Service Level Management - ITIL process support
Service Portfolio Management - ITIL process support
Service Catalog Management - ITIL process support
Knowledge Management - ITIL process support
Project Management - Waterfall and Agile methodologies support
Release & Deployment Management - ITIL process support
IT Service Continuity Management - ITIL process support
Availability Management - ITIL process support
Capacity Management - ITIL process support
Asset Management - ITIL process support

7. Security and Partitioning Requirements

Customers require a Software Platform that provides the ability for a unique portal for each partition (module), as well as a shared enterprise-level portal which can be accessed via all partitions. The Software Platform should have but not be limited to the following Security and Partitioning requirements.

Security and Partitioning Requirements
Ability to have a unique portal per partition (module) providing capabilities with details unique to its partition, and the ability to have it shown/function in a shared enterprise site/portal. (e.g. a service catalogue capability for the partitions of IT, Research, Library, etc., with the ability to be shown on a shared enterprise site/portal.)
Ability to support industry standard protocols for Web Single Sign-On (Security Assertion Markup Language – SAML).

Ability to segregate transactions, groups and assignments between partitions.
Global settings that can be configurable by partition.
Ability to pass tickets across partitions.
Ability to create workflows across partitions.
Configurable field level security.
Role based security, this includes the process for creating and managing accounts and roles to the field, where needed

8. Knowledge Base Requirements

Customers require a solution that has an internal knowledge base that allows Users and agents to easily access articles delivered in a personalized manner based upon User role, User department, and current/past activity. The Software Platform should have but not be limited to the following Knowledge Base requirements.

Knowledge Base Requirements
Administrative reminders on specific dates/time periods to review the documents and update as necessary.
Easily searchable with filters, smart search options, drop down menus, etc.
Can report on first line diagnostics data for support analysts, as well as rules and procedures for change management
Can sort knowledge base by top-trending.
Can report on article usage
Can report on knowledge base article updates (e.g. who updated, and what was changed).
Supports article version control such as recall and revert.
Ability for client groups (HR, IT, Facilities...) to create and manage their own Knowledge database/sub-section
While doing a search or typing keywords, there can be a knowledge base section that brings up most relevant articles for self-support or agent guidance

9. Interface Requirements

Customers would like to integrate (one (1) way / two (2) way) other IT Systems. It is important that Customers have the flexibility to configure and maintain these interfaces themselves. The Software Platform should have but not be limited to the following Interface requirements.

Interface Requirements
Ability to interface with Active Directory/ Azure for User information, sign-on and authentication.
Configurable (not a customization) to set-up real-time outbound interface to other IT systems.
Configurable (not a customization) to set-up real-time inbound interfaces.
Ability to interface with Office 365 e-mail system for Incident and SLA alerts

Backend systems access through an available bi-directional API
Underlying data structure should be an industry standard RDBMS SQL compliant database supporting DDE and OLE
Ability to provide bi-directional Application-Programming Interface (API) / Web Services for custom integration
Web integration is required to allow Customers to log new Incidents, access to knowledgebase (self-help) and Incident status information via a web browser. Integration with Customer's portal and SSO system is required
Ability to link with standard industry interfacing protocols - VIM/MAPI/TAPI/TS/API and be capable of integration with automated Network and Systems Management systems and platforms - and interactive voice response units (IVRs).

10. Miscellaneous Requirements

The Software Platform should have but not be limited to the following Miscellaneous requirements which don't fit in the above categories.

Miscellaneous Requirements
Robust full text search capability
Solution has out-of-the-box module for IT.
Transaction linking (e.g. Transaction Linking: Ability to link multiple transactions to the same ticket number if the User is "calling-in" about the same situation.)
Bulk Closure (e.g. Bulk Closure: If the HR system is unavailable and the Software Platform receives 1,000 tickets, one can bulk close these tickets.)
User Identifier (VIP, special User exceptions can be highlighted in the program and the User identifier list can be configured anytime).
Ticket update history available (e.g. history including time stamp, username, updated data).
Ticket User view history (e.g. including time stamp and username).
Ability to track agent time and work effort analysis on tickets.
Software bug tracking
Customer should be able to control upgrade dates for on-prem solution and have input to upgrade dates for SAAS solution.
Smart formatting for specific commonly used fields (e.g. Postal code, Phone number, dates).

B. OTHER ADDITIONAL FUNCTIONAL REQUIREMENTS

The functional requirements categorized as medium or low priority are identified here as other additional requirements. The Software Platform should be capable of providing these as the Customers may require.

1. User Experience Requirements

The User experience is essential to a successful Software Platform within the Customers organization. Usability for the User is important. The Software Platform should have but not be limited to the following User experience requirements:

User Experience Requirement

Graphical User Interface (GUI) allowing fast and efficient logging and updating of records using 'point and click' (as well as 'hot-key' usage), on-line help, and screen and field validation relevant to the user, function or group.
Graphical tools - e.g. buttons, color coding - and fast simple system navigation should be available wherever possible
Functionality for Users is available on tablets and mobile devices with minor differences in experience when compared to computer experience.
User can engage through chat.
Users can attach documents to tickets via any type of computing and mobile device.
User can identify their preferred correspondence channel(s). (e-mail, phone, text)

2. Tier One (1), Tier Two (2) and Tier Three (3) User Experience Requirements

Usability is important for the Tier One (1), Tier Two (2) and Tier Three (3) Users. The Software Platform should have but not be limited to the following Tier One (1), Tier Two (2) and Tier Three (3) User requirements:

Tier One (1), Tier Two (2) and Tier Three (3) User Experience Requirements
Agent/Analyst can identify in the system whether the User is VIP status (i.e. CEO, VP)
Agent can customize screen preferences.
Ability to clone a ticket.
Ability to flag tickets for coaching/review, add in comments and send the ticket back to the support agent.
No restrictions on attached document types.

3. Form Management Requirements

The Customer requires a forms creator which is intuitive and flexible. The Software Platform should have but not be limited to the following Form Management requirements:

Form Management Requirements
Attach image (e.g. photo image) to a record. (e.g. The hazard assessment person can document the hazard photographically and attach it easily to the hazard assessment record-form.)
Auto Link related forms using workflow logic.
E-signature capability. (e.g. Once a form is signed, specified fields are locked down. Following Users in the workflow can't change the locked-down field data.)
Capture GPS location stamps on mobile devices. (e.g. The hazard assessment at a particular location. If the system can capture GPS stamp versus recording the location.)

4. Workflow Requirements

The ability to easily create simple and complex workflows is important to the Customer. The Software Platform should have but not be limited to the following Workflow requirements:

Workflow Requirements

Ability to create auto workflow assignments to specific individual(s) based on a field value such as Employee last name or Employee ID number (e.g. Automatically assign to Jane Smith in Pensions for all submission with employee last name starting with letter "A" thru "E").
Integrity of the workflows is calculated during new workflow creation.
Configurable canned responses.
Assignments and alerts can be sent by SMS.
Ability to add a workflow to assign tickets to or request approval from different parties based on the "reports-to" hierarchy. (e.g. The workflow task would be automatically assigned to the employee's direct manager based on both the employee number and the employee's identified position - Note: An employee can have more than 1 position).
Analysts can build new workflows that join one or more existing workflows.

5. Reporting, Surveys and Analytics Requirements

The ability to create custom reports and dashboards with ease is important to the Customer. The Software Platform should have but not be limited to the following Reporting and Analytics requirements:

Reporting, Surveys and Analytics Requirements
Electronic up-to-date version of Entity-Relationship diagram for reference.
Summary level reporting based on User's position in the hierarchy.
Supports ODBC driver connectivity to allow an ODBC User to connect to the platform for reporting.
The report writer should provide parameter-driven functionality, with the capability of performing mathematical and logical calculations on the data.

6. ITIL Requirements

Customers require a solution that enables the key elements and concepts of the ITIL (Information Technology Infrastructure Library) best practises. With Software Platform, it is important that it includes the linkages between the processes used and their contribution to Information Technology Service Management (ITSM) practises, such as but not be limited to:

ITIL Requirements
Project Resource Capacity Management - ITIL process support
Financial Management - ITIL process support
Service Mapping - ITIL process support (e.g. mapping and understanding all data related to a service - incidents, changes, costs, projects, resources, etc.)

7. Security and Partitioning Requirements

Customers require a Software Platform that provides the ability for a unique portal for each partition (module), as well as a shared enterprise-level portal which can be accessed via all partitions. The Software Platform should have but not be limited to the following Security and Partitioning requirements.

Security and Partitioning Requirements
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Ability to integrate with third party chats tools (e.g. Skype for business, Teams, etc.)

8. Knowledge Base Requirements

Customers require a solution that has an internal knowledge base that allows Users and agents to easily access articles delivered in a personalized manner based upon User role, User department, and current/past activity. The Software Platform should have but not be limited to the following Knowledge Base requirements.

Knowledge Base Requirements
Support the rating of knowledge documents.
Enable comments on knowledge documents.
Supports workflow that allows students or clients/ Users to submit a knowledge base. Review and approval by IT and then publish. Creating a User community that can contribute to building the knowledge base for use by all

9. Interface Requirements

Customers would like to integrate (one (1) way / two (2) way) other IT Systems. It is important that Customers have the flexibility to configure and maintain these interfaces themselves. The Software Platform should have but not be limited to the following Interface requirements.

Interface Requirements
Configurable (not a customization) to set-up batch outbound interfaces to other IT systems.
Interfaces to Inventory Management, Change Management systems and Telephony and Network Management systems must be via intelligent links to include the ability to capture relationships between data entities. An example of this is - links to an Inventory database must include the ability to pull audit data on the inventory records, associated changes/links to a Change system must include the ability to identify related Problems and Changes etc.
Ability to provide a full discovery of all assets with an easy application dependency mapping and linkage to other existing inventory tools of the Customer
Ability to provide Java / C# / C Application Programming Interfaces (APIs)

10. Miscellaneous Requirements

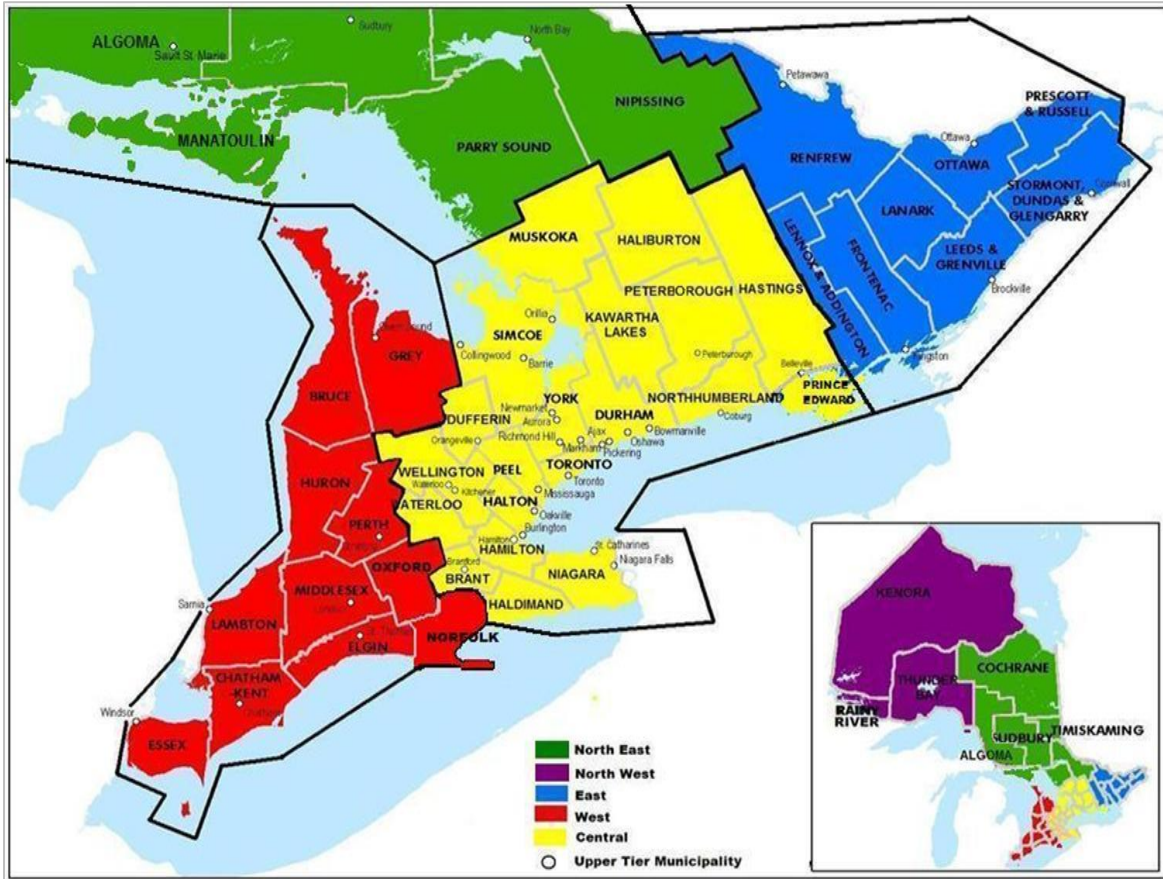
The Software Platform should have but not be limited to the following Miscellaneous requirements which don't fit in the above categories.

Miscellaneous Requirements
Ability to provide the facility to configure the archiving of historical data. Archiving should be automatic and provide options within the configuration to archive by defined categories
Retrieval access times to archived data should not be excessive and should correspond to the age or User-defined priority of the data - i.e. 3-month old data should be accessible more quickly than 2-year-old data, Virus category problems are accessible more quickly than password category.
Capable of web-based functionality - i.e. application running over the intranet. This should help facilitate easy rollout and future installations.
Ability to perform Spellcheck.
Ability to send out mass communications and email blitzes through the program.

Solution with out-of-the-box module Contract Management, Ability to track vendor contract (e.g. Tracking expiry terms of contracts).
Project and Portfolio Management (PMP) using standard project processes or Agile
Ability to Push notification to other platforms (not just the EMS.)
Planned Preventative Maintenance - IT & Facilities Management
Visitor/Contractor Management - Facilities Management
Reservation management - conference room and equipment bookings - Interface into MS Outlook/Office 365
Property Management - Register all buildings
Ability to provide User-friendly system administration functions i.e. not a system programming function. Tailoring of screens and database entities should be easily performed without Supplier or systems programming resources. The Supplier should supply training as required in development of the application - this training requirement should not exceed 5 days for an experienced DBA to be able to re-configure various parts of the Software Platform i.e. capable of re-designing screens and changing database entities and relationships.
The whole system must be resilient such that it can be quickly recovered after outages or unexpected conditions e.g. using mirroring or equivalent technology.

APPENDIX E - OEMC GEOGRAPHICAL ZONES

OEMC Customers are located in one (1) or more of the following five (5) geographical Zones in Ontario.



APPENDIX F – REPORTING REQUIREMENTS

Once CSAs have been executed, the Supplier must provide the following reports to OEM for the Term. Reports shall be submitted via email in Microsoft Excel format according to the frequency set out below.

Supplier Reporting Requirements		
Reports	Frequency	Due Date
<u>Integrated Reporting Template</u>		
1. Sales Report including, but not limited to: (a) Customer's name; (b) Invoice number and date; (c) Software Platform (Subscription Charges) (d) Service description; (e) Quantity purchased; (f) Rate; (g) Total Rate per Service/per diem; (h) Savings (i.e. list Rate minus discount, net Rate, savings); and, (i) Cost Recovery Fees and HST.	Monthly	8th Business Day
2. CSA Status Report including, but not limited to: (a) The number of executed CSAs; and, (b) CSAs pending execution.		
3. Optional Second Stage Report including, but not limited to: (a) Customer's name; (b) Reference number; (c) Number of requests received and submitted; (d) Resulting savings; and, (e) Status (e.g. complete, due date to return to Customer).		
<u>Performance Reporting</u> 1. Key Performance Indicators ("KPIs") Report - As set out in Appendix G – Performance Management Scorecard	Quarterly (calendar)	8th Business Day following each quarter
<u>Other Reports:</u>		
Specific Customer Reports - As requested (e.g. spend)	As requested	As requested
OECM Ad Hoc Reports - As requested and mutually agreed upon	As requested	As requested

Final reporting requirements will be determined during negotiations.

APPENDIX G – PERFORMANCE MANAGEMENT SCORECARD

Master Agreement performance means that the Supplier aligns with OECEM's three (3) pillars of Savings, Choice and Service, supporting the growth of the Master Agreement among Customers, and providing quality Services at competitive Rates.

Supplier performance means that the Supplier meets or exceeds the performance requirements described below or as mutually agreed upon during negotiations and adheres to all the other contractual requirements.

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

- (a) On-time delivery of high-quality System Solution and related Services at the Master Agreement Rates or lower;
- (b) Customer satisfaction;
- (c) On-time Master Agreement activity reporting to OECEM;
- (d) On-time Cost Recovery Fee remittance; and,
- (e) Continuous improvement.

Reporting, as described in Appendix F – Reporting Requirements is mandatory for the Supplier to submit as they provide evidence and justification of adherence to the Master Agreement. Through consolidation of reporting information, OECEM provides Customers a thorough understanding of the Master Agreement aiding the adoption of the Master Agreement.

By providing the reports, OECEM is able to analyze and maintain the integrity of the Master Agreement and ensure that our core principles of Savings, Choice and Service are communicated to the Customer community.

Failure to provide accurate reports by the deadline may be deemed as poor performance and will reflect on the Suppliers Performance Management Scorecard.

During the Term, the Supplier shall collect and report the agreed upon performance measures as requested by OECEM. The Performance Management Scorecard and other performance indicators will be used to measure the Supplier's performance throughout the Term, ensuring Customers receive Services deemed acceptable and delivered on time. The Supplier's performance score will be considered when OECEM contemplates Master Agreement decisions such as:

- (a) The approval or rejection, in whole or in part, of the Supplier's Rate refresh requests;
- (b) The approval or rejection of the Supplier's request to add other related Services to the Master Agreement;
- (c) Master Agreement extensions; and,
- (d) Master Agreement termination.

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

The key performance indicators ("KPIs") include but are not limited to the following:

Supplier Performance Measures			
Key Performance Indicator	Performance Measurement	Performance Goal	Penalties
For SaaS based Software Platform			
Service Availability	Overall availability of the Service	99.6% minimum	

Supplier Performance Measures			
Key Performance Indicator	Performance Measurement	Performance Goal	Penalties
Time to Restore	Time to restore the functionality of systems, including mainframe and servers.	One hour, 98% of the time	As per Customer's requirements
System Downtime – Unscheduled	The amount of time that the system has an unscheduled downtime;	No more than 1 hour per month	
Disaster Recovery	Ability to recover the systems in the event of a disaster, with all systems functional and effectively working.	2 to 8 hours	
Timeliness Backup	Percentage of time that the backups are performed on time and free from errors and omissions.	99.9% minimum	
Service Desk Availability	Response time by a service desk agent to an inquiry received via phone, email, web site, or fax during the business hours (7 days per week, 12 months per year)	99.9% minimum	
For On-Prem based Software Platform			
Application Availability	Overall availability of the Application	99.6% minimum	

Key Performance Indicator	Performance Measurement	Performance Goal
Integrated Reporting Template Remittance	On time	98% of the time
Cost Recovery Fee Payment Remittance	Day of	98% of the time
Response Time to OECM Inquiries	24 Hours	98% of the time

During the business review meetings, OECM will review the KPIs and Supplier Recognition Program results with the Supplier.

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

A Customer may, when executing a CSA, seek other KPIs.

Penalties and Rewards

The Supplier shall be responsible for all liquidated damages incurred by the Customers as a result of Supplier's failure to perform according to the Master Agreement and/or Customer-Supplier Agreement. Additional penalties for failure to meet or rewards for exceeding the Master Agreement and/or Customer-Supplier Agreement requirements may be mutually agreed upon between the Customer and the Supplier, at the time of Customer-Supplier Agreement execution. Any penalty and/or reward shall be reported to OECM.

APPENDIX H - CODE OF CONDUCT

The Supplier will take every measure to comply with OECEM's Supplier Code of Conduct ("SCC") principles set out below and to adopt behaviours and practices that are in alignment with these principles or those of OECEM's Customers as mutually agreed upon between the Customer and Supplier. OECEM's core values are in alignment with and entrenched within the key principles of the SCC. The SCC applies to the Supplier's owners, employees, agents, partners and subcontractors who provide Products to OECEM and/or Customers.

The Supplier will manage their operations according to the most stringent standards of ethical business, integrity and equity. The Supplier must therefore:

- (a) Refrain from engaging in any form of non-competitive or corrupt practice, including collusion, unethical bidding practices, extortion, bribery and fraud;
- (b) Ensure that responsible business practices are used, including ensuring that business continuity and disaster recovery plans are developed, maintained and tested in accordance with applicable regulatory, contractual and service level requirements, and that healthy and safe workplaces that comply with relevant health and safety laws are provided;
- (c) Ensure the protection of the confidential and personal information they receive from OECEM, and only use this information as part of their business relations with OECEM;
- (d) Comply with intellectual property rights relating to the Products provided to OECEM and its Customers;
- (e) Never place an OECEM employee in a situation that could compromise his/her ethical behaviour or integrity or create a conflict of interest;
- (f) Divulge all actual and potential conflicts of interest to OECEM; and,
- (g) Disclose to OECEM any behaviour deemed unethical on the part of an OECEM employee.

Also, the Supplier shall:

- (a) Comply with all foreign and domestic applicable federal/provincial/municipal laws and regulations including, but not limited to the environment, health and safety, labour and employment, human rights and Product safety and anti-corruption laws, trade agreements, conventions, standards, and guidelines, where the Products are provided to OECEM Customers. Fair competition is to be practised in accordance with applicable laws. All business activities and commercial decisions that restrict competition or may be deemed to be uncompetitive are to be avoided;
- (b) Not try to gain improper advantage or engage in preferential treatment with OECEM employees and Customers. The Supplier must avoid situations that may adversely influence their business relationship with OECEM or can be directly or indirectly perceived as a conflict of interest and interfere with the provision of the Products to OECEM or its Customers. The Supplier must disclose any actual or potential conflicts of interest promptly to OECEM;
- (c) Never offer to OECEM staff bribes, payments, gifts of entertainment or any type of transactions, inducements, services, discounts and/or benefits that may compromise or appear to compromise an OECEM's employees' ability to make business decisions in the best interest of OECEM and its Customers. If a Supplier is unsure whether a gift or entertainment offer to an OECEM employee complies with OECEM's SCC, the Supplier should consult with the intended recipient's manager;
- (d) Not engage in any improper conduct to gain influence or competitive advantage especially that which would put OECEM or its Customers at risk of violating anti-bribery and/or anti-corruption laws. The Supplier must ensure that the requirements of all these applicable laws are met, and not engage in any form of corrupt practices including extortion, fraud or bribery;
- (e) Ensure that any outsourcing and/or subcontracting used to fulfill Products are identified and approved by the Customer and monitored to ensure compliancy with contractual obligations and adherence to OECEM's SCC. Supplier's employees, subcontractors and other service providers must adhere to the requirements of the SCC, which must be made available as necessary. The Supplier must also ensure that its subcontractors and other service providers are paid properly and promptly to avoid any disruption in the provision of Products by the Supplier to OECEM or its Customers;

- (f) Maintain workplace professionalism and respect for the dignity of all employees, Customers, and individuals. The Supplier must never exercise, tolerate or condone harassment, discrimination, violence, retaliation and any other inappropriate behaviour;
- (g) Abide by applicable employment standards, labour, non-discrimination and human rights legislation. Where laws do not prohibit discrimination, or where they allow for differential treatment, the expectation of the Supplier is to be committed to non-discrimination principles and not to operate in an unfair manner. The Supplier must be able to demonstrate that their workplaces operate under the following principles:
 - i. Child labour is not accepted;
 - ii. Discrimination and harassment are prohibited, including discrimination or harassment based on any characteristic protected by law;
 - iii. Employees are free to raise concerns and speak up without fear of reprisal;
 - iv. Appropriate and reasonable background screenings, including investigations for prior criminal activity, have been completed to ensure integrity and character of the Supplier's employees; and,
 - v. Clear and uniformly applied employment standards are used that meet or exceed legal and regulatory requirements;
- (h) Provide healthy and safe workplaces for their employees. These workplaces must comply with applicable health and safety laws, statutes and regulations to ensure a safe and healthy work environment. Employers must also ensure that their employees are properly trained and that they have easy access to information and instructions pertaining to health and safety practices; and,
- (i) Give high priority to environmental issues and implement initiatives to foster sound environmental management through practices that prevent pollution and preserve resources. The Supplier must conduct business in an environmentally responsible and sustainable manner. The Supplier must comply with all applicable environmental laws, statutes and regulations, including, but not limited to, waste disposal (proper handling of toxic and hazardous waste), air emissions and pollution, to ensure that they meet all legal requirements and strive to prevent or mitigate adverse effects on the environment with a long-term objective of continual improvement.

The Supplier is expected to:

- (a) Abide by OECM's SCC;
- (b) Report violations of the SCC or identify any Customer requests that might constitute violations; and,
- (c) Cooperate and collaborate with OECM and bring about the resolution of SCC compliance issues.

Compliance with SCC principles is a criterion that is taken into consideration in OECM's supplier selection process and ongoing performance and relationship management.

The practices adopted by the Supplier must be verifiable. Such verification may be conducted by way of a Supplier's self-evaluation and/or an audit completed by OECM at its discretion. The Supplier must provide, upon request, OECM with documents attesting to their compliance with the SCC.

In addition, OECM may elect to visit the Suppliers' facilities if OECM so chooses. Appropriate notice will be provided to the Supplier. Whenever a situation of non-compliance is identified, OECM will endeavor to work with the Supplier in order to develop a corrective plan to resolve the non-compliant issues in a timely manner.

Failure to comply with OECM's SCC may result in termination of this Master Agreement.

For more information, visit OECM's website at <https://oecm.ca/oecm-advantage/our-Supplier-partners/Supplier-code-of-conduct>.

APPENDIX I - OECM SCHOOL BOARD, COLLEGE AND UNIVERSITY CUSTOMERS IN ONTARIO

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

APPENDIX J – OEM UNDERTAKING IS AMENDED AS OF JUNE 19, 2020

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

To: OECEM and the Proponent

Proponent's Name: _____

OEM's Name: _____

Re: Proponent's Proposal in response to OECEM's RFP 2020-348, IT Software Platform and Related Services (for ITSM and ESM),

The OEM Software Platform proposed by the above-noted Proponent are:

- [Insert Software Platform information]
- [Insert Software Platform information]
- [Insert Software Platform information]

The OEM:

1. Agrees and confirms that:
 - a. It is the OEM of the above identified Software Platform;
 - b. It meets the minimum Key Performance Indicators ("KPI") listed in Appendix G - Performance Management Scorecard agreed as described in the RFP and any other Service Level Agreements ("SLA") that may be mutually agreed upon between the Supplier and the Customer during the optional Second Stage;
 - c. It will support the Proponent with respect to Software Platform issues, and repairs;
 - d. It authorizes the Proponent to sell:
 - i. The above-noted OEM Software Platform; and,
 - ii. Provide Key Performance Indicators ("KPI") listed in Appendix G - Performance Management Scorecard coverage.
2. Shall honour the minimum Key Performance Indicators ("KPI") listed in Appendix G - Performance Management Scorecard as described in the RFP and any other Service Level Agreements ("SLA") that may be mutually agreed upon between the Supplier and the Customer during the optional Second Stage, as if such has been acquired directly from the OEM, despite payment for such being paid to the Proponent.
3. Shall immediately provide written notice to OECEM, indicating the effective date of loss, if the Proponent prior to Master Agreement award or the Supplier during the Term of the Master Agreement loses authorized reseller status. If such date is on or after the Effective Date of the Master Agreement, the OEM shall:
 - a. Find another authorized reseller with respect to the OEM's Software Platform acceptable to OECEM acting reasonably, to assume the Master Agreement (including existing and establishing new Customer-Supplier Agreements with Customers);
 - b. Assume the Master Agreement (including existing and establishing new Customer-Supplier Agreements with Customers) and comply with all provisions of the Master Agreement applicable to the Supplier in addition to the terms applicable to the OEM, for the period specified in the Master Agreement; or,

- c. Enter into a new Master Agreement (including existing and establishing new Customer-Supplier Agreements with Customers) with OEMC on the same or similar terms and conditions.
4. Agrees that, if OEMC terminates the Master Agreement with the Supplier for cause, the OEM shall:
- a. Find another authorized reseller with respect to the OEM's Software Platform acceptable to OEMC acting reasonably, to assume the Master Agreement (including existing and establishing new Customer-Supplier Agreements with Customers);
 - b. Assume the Master Agreement (including existing and establishing new Customer-Supplier Agreements with Customers) and comply with all provisions of the Master Agreement applicable to the Supplier in addition to the terms applicable to the OEM, for the period specified in the Master Agreement; or,
 - c. Enter into a new Master Agreement (including existing and establishing new Customer-Supplier Agreements with Customers) with OEMC on the same or similar terms and conditions.

OEM's Name

OEM's Representative's Name

I have authority to bind the OEM

OEM's Representative's Title

OEM's Representative's Telephone Number

OEM's Representative's Email Number

Date

APPENDIX K – OEM AUTHORIZED RESELLER LETTER

Proponent to provide a duly signed and dated OEM authorized reseller letter as per section 3.2.1 of the RFP and uploaded into OTP with a Proponent's Proposal if the Proponent is not the OEM of the proposed Software Platform. Therefore, if the Proponent is the OEM of the proposed Software Platform, the Proponent is not required to submit this authorized reseller letter, but all other Proponents are.