



Savings | Choice | Service

AUDIO VIDEO CAPTIONING AND TRANSCRIPTION SERVICES

REQUEST FOR PROPOSALS NUMBER 2019-351

Request for Proposals Issued On: December 5, 2019

Proponent's Information & OTP Demonstration Session: 2:00 pm on December 16, 2019

Proponent's Deadline to Submit Questions: 5:00 pm on January 6, 2020

**Proponent's Deadline to Submit Questions Related to
Addenda & Question and Answer Documents:** 5:00 pm on January 15, 2020

Closing Date: 2:00:00 pm on January 30, 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 5.1.1 for the complete RFP timetable.

OECEM shall not be obligated in any manner to any Proponent whatsoever until a written Master 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, per Category, from qualified Proponents for the provision of Audio Video Captioning and Transcription Services (“Services”) as described in Part 2 – Deliverables and Part 4 – Master Agreement Structure and Management.

Categories of Services include:

- (a) Category A1 – English Captioning and Transcription Services;
- (b) Category A2 – French Captioning and Transcription Services;
- (c) Category B1 – English Audio Description Services;
- (d) Category B2 – French Audio Description Services;
- (e) Category C1 – English Real-Time Captioning Services; and,
- (f) Category C2 – French Real-Time Captioning Services.

A Proponent may submit a Proposal for one (1), some or all Categories. Each Category will be evaluated, scored and awarded independently.

Translation services are out of scope for this RFP.

OECM intends to award up to three (3) Master Agreements, per Category, with an initial Term of the Master Agreement (“Term”) of three (3) years with an option in favour of OECM to extend the Term on the same terms and conditions for up to two (2) years. Refer to the details contained within the RFP for a full description of the requirements.

This RFP is issued by OECM.

1.1 Overview of OECM

OECM is a trusted not-for-profit partner for Ontario’s education sector educational entities (e.g. school boards or authorities, colleges, and universities), shared service organizations, not-for-profit organizations, municipalities, utilities and local boards, health and social service entities, provincially funded organizations (“PFO”), Crown corporations, and any other Broader Public Sector agencies, boards or commissions or similar entities.

OECM 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, OECM 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 OECM 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 OECM’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 OECM and its Customers resulting in continuous, long-term success; and,
- (f) Supporting supplier partners through a Supplier Recognition Program.

1.2 Background

This RFP is in collaboration between OECM and eCampusOntario.

eCampusOntario is a not-for-profit corporation and funded by the Government of Ontario to be a centre of excellence in online and technology-enabled learning for all publicly funded twenty-four (24) colleges and twenty-one (21) universities in Ontario.

eCampusOntario in its continuing process to advance an educational technology shared services strategy for Ontario public post-secondary institutions conducted a survey and workshops in 2018 with its members. One (1) of the recommendations is to establish captioning and transcription services for its members' audio and/or video content to ensure compliance to Accessibility for Ontarians with Disabilities Act ("AODA") and Web Content Accessibility Guidelines ("WCAG").

The resulting Master Agreement will provide Services for OECM Customers and eCampusOntario members to become WCAG compliant for their online audio and/or video content.

More information about eCampusOntario is available at - <https://www.ecampusontario.ca/>.

1.3 Objective of this RFP

The objective of this RFP is to provide OECM Customers and eCampusOntario members the ability to purchase Services to satisfy their requirements and to reduce cost of competitive procurement process associated with the Services on an ongoing basis.

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

- (a) Possess expertise and experience in providing Services to support Customers in meeting current and future requirements of the Accessibility for Ontarians with Disabilities Act ("AODA") and Web Content Accessibility Guidelines ("WCAG") requirements;
- (b) Be capable of providing quality Services in a consistent and timely manner, demonstrating value for money;
- (c) Provide professional and timely Customer service support and response to questions and issues that arise from daily operations related to the Services and its delivery;
- (d) Possess the ability to handle various mechanisms of authentication, including Federated SSO, for delivery of Services; and,
- (e) Provide volume discount and predictable Rates.

1.4 Supplier Expertise and Capabilities

The Supplier shall deliver the Services to meet the requirements set out in this RFP during the Term and should possess at a minimum:

- (a) Expertise on the requirements of the WCAG 2.0 Level AA as it relates to the proposed Category;
- (b) Capability to ensure Service providing personnel are trained to provide Services that are compliant to WCAG requirements;
- (c) Ability to provide AODA and WCAG knowledge transfer to Customers.

Compliance to AODA and WCAG is subject to verification by the Customer during the Term.

1.5 Project Advisory Committee

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

- (d) Carleton University;
- (e) Humber Institute of Technology and Advanced Learning;
- (f) La Cité Collégiale; and,

(g) University of Windsor.

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

1.6 Use of OECM Master Agreements

As of September 2019, seven hundred and forty-three (743) Customers were using one (1) or more OECM agreements with a cumulative spend of more than one billion dollars over the last ten (10) years. The annual spend for 2018 increased by thirty-eight percent (38%) when compared to 2017.

More information about OECM 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 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" relates to a requirement that OECM would like the Supplier to fulfil; and,
 - iii. The term "will" describes a procedure that is intended to be followed.

[End of Part 1]

PART 2 – THE DELIVERABLES

This Part of the RFP describes the Audio Video Captioning and Transcription Service Deliverables, per Category, which will be incorporated into the final Master Agreement. The Supplier shall meet all RFP requirements.

2.1 Description of Deliverables

The Deliverables in this RFP are in the following Categories:

| Category | Category Title | RFP Section Reference |
|----------|---|-----------------------|
| A1 | English Captioning and Transcription Services | 2.2 |
| A2 | French Captioning and Transcription Services | |
| B1 | English Audio Description Services | 2.3 |
| B2 | French Audio Description Services | |
| C1 | English Real-Time Captioning Services | 2.4 |
| C2 | French Real-Time Captioning Services | |

A Proponent may submit a Proposal for one (1), some or all Categories. Each Category will be evaluated, scored and awarded independently.

Deliverables in Sections 2.5 to 2.14 are applicable to all Categories.

The Supplier shall provide remote Services.

Customers will not accept any Service provided only using software assistance (i.e. automatic speech recognition or captioning software). The Supplier may provide Services assisted by software, but shall not replace a skilled individual (e.g. captioner, transcriber, and/or describer).

2.2 Category A1 and Category A2

The Supplier shall provide captioning and/or transcription Services including, but not limited to:

- (a) Open and/or closed captioning Services for source media content in the language of the source media content provided;
- (b) Transcription for source media content in the language of the source media content provided into verbatim text document;
- (c) Time-stamped transcription Services, as required; and,
- (d) Output content shall convey background noise and other sounds in the source content, as required.

2.2.1 Source Media Content Supported Formats

The Supplier shall provide captioning and/or transcription Services for the source media content in various formats including, but not limited to:

| File Format | File Extension |
|------------------------|----------------|
| MP3 | .mp3 |
| MP4 | .mp4 |
| QuickTime File Format | .mov |
| Audio Video Interleave | .avi |

| File Format | File Extension |
|-------------|----------------|
| Flash Video | .flv |

2.2.2 Output Content Formats

The Supplier shall provide the output content in various formats including, but not limited to:

| File Format | File Extension |
|---------------|----------------|
| SubRip | .srt |
| WebVTT | .vtt |
| Timed Text | .ttml |
| Plain Text | .txt |
| Word Document | .docx |

2.2.3 Service Lead Times

The Supplier shall complete captioning and transcription Services from the time the Customer orders the Services in the following lead times as requested:

- (a) Same day lead time of within eight (8) hours;
- (b) Rush lead time of within one (1) Business Day;
- (c) Expedited lead time of within two (2) Business Days; and,
- (d) Standard lead time of within four (4) Business Days.

Service lead time for embedded captioning Services shall be one (1) additional Business Day to the above-mentioned Service lead times.

Understanding that there may be extenuating circumstances (e.g. Difficult Audio), which must be communicated immediately to the Customer, alternative lead times may be mutually agree upon between the Customer and Supplier.

2.2.4 Order Changes and/or Cancellation

The Supplier shall accommodate order changes and/or cancellation requested by the Customer, at no additional cost to the Customer, prior to the Supplier's personnel (e.g. a captioner and/or transcriber) has been assigned to fulfill the Service.

2.3 Category B1 and Category B2

The Supplier shall provide the audio description Services including, but not limited to:

- (a) Audio description Services for source media content in the language of the source media content provided;
- (b) Output content to convey non-verbal actions and other sounds in the source media content; and,
- (c) Rendering the source media content to allow pauses for detail audio explanations, as required.

2.3.1 Source Media Content Supported Formats

The Supplier shall provide audio description Services for source media content in various formats including, but not limited to:

| File Format | File Extension |
|------------------------|----------------|
| MP3 | .mp3 |
| MP4 | .mp4 |
| QuickTime File Format | .mov |
| Audio Video Interleave | .avi |
| Flash Video | .flv |

2.3.2 Output Content Formats

The Supplier shall provide output content for source media content in various formats including, but not limited to:

| Filename Extension | Description |
|---------------------|-------------|
| MP3 | .mp3 |
| MP4 | .mp4 |
| Waveform Audio File | .wav |

2.3.3 Service Lead Times

The Supplier shall provide audio description Services within five (5) Business Days.

Understanding that there may be extenuating circumstances (i.e. Difficult Audio), which must be communicated immediately to the Customer, alternative lead time may be mutually agree upon between the Customer and Supplier.

2.3.4 Order Changes and/or Cancellation

The Supplier shall accommodate order changes and/or cancellation requested by the Customer, at no additional cost to the Customer, prior to the Supplier's personnel (e.g. a transcriber and/or describer) has been assigned to fulfill the Services.

2.4 Category C1 and Category C2

The Supplier shall provide real-time captioning Services including, but not limited to:

- (a) Real-time closed captioning Services for real-time source media content in the language of the source media content provided;
- (b) Qualified captioner to provide real-time captioning Service; and,
- (c) Assistance and set up for any required equipment and/or software at Customer's site to receive the Services at no additional cost.

2.4.1 Resulting Output Format

The Supplier shall provide the output content for the real-time captioning Services provided in various formats including, but not limited to:

| File Format | Description |
|-------------|-------------|
| SubRip | .srt |
| WebVTT | .vtt |
| Timed Text | .ttml |

| File Format | Description |
|---------------|-------------|
| Plain Text | .txt |
| Word Document | .docx |

2.4.2 Service Lead Time

The Supplier shall provide resulting output content for the real-time source media content within one (1) Business Day.

Different Service lead times may be mutually agreed upon between the Customer and Supplier.

2.4.3 Order Changes and/or Cancellation

The Supplier shall take Service orders up to one (1) Business Day prior to when the real-time captioning Service is required. The Supplier shall accommodate order changes and/or cancellation, at no additional cost to the Customer, if the Supplier is notified at least one (1) Business Day prior to the date the Service is required.

2.5 Source Media Content Submission

The Supplier shall accept source media content, from the Customer, in various methods including, but not limited to:

- (a) Upload to the Supplier's online platform;
- (b) Upload to the Supplier's file transfer protocol ("FTP") client/application;
- (c) Link to public uniform resource locator ("URL");
- (d) Link to the Customer's third-party platform; and,
- (e) Email.

2.6 Output Content Delivery

The Supplier shall provide the output content (e.g. caption, transcript, and audio description) to the Customer using various methods including, but not limited to:

- (a) Download from the Supplier's online platform; and,
- (b) Email.

2.7 Third-Party Platform Integration

The Supplier shall possess Application Program Interface ("API") capabilities.

If required, the Supplier should possess the capability to support automation of workflows for Customers, details and cost to be mutually agreed upon between the Supplier and the Customer.

The Supplier should have the capability to integrate with various third-party platforms including, but not limited to:

- (a) Echo360;
- (b) JW Player;
- (c) Kaltura;
- (d) Learning Management Systems;
- (e) Panopto;

- (f) TechSmith;
- (g) Youtube; and,
- (h) Vimeo.

2.8 Data Privacy

If requested by the Customer, the Supplier and its personnel completing the Service (e.g. captioners and transcribers) shall sign a confidentiality agreement and/or non-disclosure agreement related to the privacy of the Customer's data.

2.8.1 Data Residency

The Supplier's host servers and backup servers should be located on Canadian soil in a secure data centre.

If the Supplier's data centre (e.g. servers and back up servers) must be located on Canadian soil for a Customer and the Supplier cannot immediately meet this requirement, the Supplier shall have a plan to ensure data centre will be located in Canada within three (3) to six (6) months after the Customer's Customer-Supplier Agreement ("CSA") execution date.

The Supplier shall provide, at minimum, one (1) Business Day prior notifications to Customers in the event of any planned down time.

2.8.2 Data Retention and Disposal

The Supplier shall purge and dispose of any data of the Customers' from the Supplier's system at the Customer's request. A scheduled periodic purging and disposal of the data should be available at the Customer's request. Upon any purging and disposal of the Customer's data, the Customer shall be provided proof of the purging and disposal in paper or electronic format.

Source media content shall be purged from the Supplier's system, at a minimum, one-hundred eighty (180) days after Service completion.

2.8.3 Data Transmission

The Supplier shall ensure that data is securely stored and transmitted, at a minimum, using the following:

- (a) Secure Sockets Layer ("SSL");
- (b) Transport Layer Security ("TLS"); and,
- (c) Advanced Encryption Standard ("AES") 256.

If the Customer chooses to upload and/or receive data via email as the method of source media content submission and/or output content delivery, the above requirements shall not be applicable.

Data is accessible to the Supplier's personnel only to the extent necessary to perform the required Services. The Supplier's personnel shall no longer have access to the data once Service is completed and shall not copy the data onto their hard drive. The data shall be processed using a web-based interface and sent directly to the Supplier's server where it is stored.

2.8.4 Privacy Impact Assessment

If requested by the Customer, the Supplier shall conduct Privacy Impact Assessments ("PIAs") related to the data use, retention and ownership. Cost to complete the PIA shall be mutually agreed upon between the Supplier and the Customer. Reports resulting from PIAs shall be available for the Customer's review.

2.9 Order Management

The Supplier shall provide a variety of ways for Customers to order Services including, but not limited to the following:

- (a) Email;
- (b) Telephone;
- (c) Toll free phone; and/or,
- (d) Supplier's online ordering process.

2.9.1 Minimum Order

The Supplier shall not have any minimum purchase value or volume requirements.

2.9.2 Order Acknowledgement

The Supplier shall acknowledge the receipt of a Service order by Customer immediately or within one (1) Business Day. The Supplier will include in this acknowledgement, any Service order that cannot be completed within the requested lead time.

The Customer, at its sole discretion may:

- (a) Cancel some or the entire Service order; and,
- (b) Agree to an alternative lead time based on anticipated Service order.

2.10 Invoicing

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

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 Services provided;
- (d) Quantities (i.e. minutes);
- (e) Rates; and,
- (f) HST and total cost.

2.10.1 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 or Electronic Funds Transfer ("EFT") at no additional cost to the Customer.

Different payment terms may be mutually agreed upon between the Customer and the Supplier when executing a CSA.

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

2.10.2 Electronic Fund Transfer

The Supplier shall provide the Customer with the necessary banking information to enable EFT, at no additional 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.

2.11 Support to Customers

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. AODA and WCA);
- (f) Adhering to the Customer's confidentiality and privacy policies (e.g. related to student's private information);
- (g) Providing written notice to Customers on any scheduled shut down that would impact Services (e.g. website maintenance);
- (h) Provide Customer reporting;
- (i) Attending meetings with Customers, as requested; and,
- (j) Additional Service specific requirements.

2.11.1 Financial Incentive to Customers

Where feasible, the Supplier should offer financial incentives to Customers to promote additional cost savings resulting from the Customer's total annual invoice amount. Additional cost savings should be provided back to the Customer as a rebate. The rebate amount should be dependent on the Customer's total annual invoice amount using a tiered system.

The Customer may negotiate specific details of the financial incentive with the Supplier, details 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 financial incentive to Customers can be reviewed and adjusted annually as required.

2.12 Social Procurement

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

2.13 Disaster Recovery and Business Continuity

The Supplier shall possess and provide to OECM and/or Customers upon request, information about disaster recovery and business continuity programs including processes, policies, and procedures related to safety standards, preparing for recovery or continuation of Service availability critical to Customers.

2.14 Licences, Right to Use and Approvals

The Supplier shall obtain all licences, right to use and approvals required in connection with the supply of the Services 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 per Category:

| Stage | Type of Evaluation | Refer to RFP Section | Maximum Points per Category (if applicable) | Minimum Threshold Requirement (if any) |
|-----------|-------------------------------|----------------------|---|--|
| Stage I | Qualification Response | 3.2 | Pass/Fail | Pass |
| Stage II | Technical Response | 3.3 | 100 | 50 |
| Stage III | Commercial Response | 3.4 | 100 | Not Applicable |
| Stage IV | Cumulative Score | 3.5 | 200 | 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 |
| 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.

3.3 Stage II – Technical Response per Category

Stage II will consist of an evaluation and scoring of the Technical Response per Category 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. There are Technical Response questions applicable to:

- (a) All Categories; and,
- (b) Specific Category.

If a Proponent is submitting a Proposal for more than one (1) Category, the Technical Response questions applicable to all Categories should be answered only once.

Technical Response questions applicable to a specific Category, should only be answered for the specific Categories being proposed.

For example, if a Proponent is submitting a Proposal for Category B1 and Category C1, the Proponent should answer Technical Response questions applicable to all Categories only once, along with Technical Response questions specific to Category B1 and Category C1.

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. While the overall threshold for the Technical Response is fifty percent (50%) or fifty points (50), the Technical Response section 1 is the only individual section that has a minimum threshold of thirty-seven point five (37.5) points.

Point allocations for the Technical Response sections per Category are as follows:

| Technical Response Sections | Available Points per Category | Minimum Threshold, if any |
|---|-------------------------------|---------------------------|
| Applicable to All Categories | | |
| 1. Service Deliverables | 75 | 37.5 |
| 2. Customer Support and Account Management | 15 | N/A |
| Applicable to Each Specific Category | | |
| 3. Category Specific Services Deliverables | 10 | N/A |
| TOTAL POINTS: | 100 | 50 |

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.

Only information contained within the Technical Response will be evaluated in Stage II.

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

3.4 Stage III – Commercial Response per Category

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

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

Point allocations for the Commercial Response sections per Category, are as follows:

| Commercial Response Sections | Available Points per Category | | | | | |
|--------------------------------|-------------------------------|----|----|----|-----|-----|
| | A1 | A2 | B1 | B2 | C1 | C2 |
| 1. Service Rates | 60 | 60 | 60 | 60 | 70 | 70 |
| 2. Volume Commitment Discounts | 30 | 30 | 30 | 30 | 30 | 30 |
| 3. Additional Services | 10 | 10 | 10 | 10 | N/A | N/A |
| TOTAL POINTS: | 100 | | | | | |

Detailed sub-point allocations per Category are set out in the Appendix C – Commercial Response on OTP.

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

3.4.1 Maximum Rate Evaluation per Category

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

| EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR CATEGORY A1 – ENGLISH CAPTIONING AND TRANSCRIPTION SERVICES 1.0 SERVICE RATES, PART I – CAPTIONING SERVICES, 1.4 MAXIMUM RATE (\$) PER MINUTE FOR STANDARD SERVICE LEAD TIME | | |
|---|-----------------------------------|-------------------------|
| Proposed Maximum Rates | Calculation | Resulting Points |
| If Proponent 1 proposes the lowest Rate of \$10.00, it would receive 100% of the points allocated. | $\$10 \div \10×10 Points | 10 |
| If Proponent 2 proposes the second lowest Rate of \$20.00, it would receive 50% of the points allocated. | $\$10 \div \20×10 Points | 5 |
| If Proponent 3 proposes the third lowest Rate of \$40.00, it would receive 25% of the points allocated. | $\$10 \div \40×10 Points | 2.5 |

Where \$0.00 is entered in any Rate cell, it is deemed to mean that the particular 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.

3.4.2 Minimum Percentage Discount Off Rates Evaluation per Category

The below is an example how points will be calculated for proposed minimum percentage discount off maximum Rate:

| EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR CATEGORY A1 – ENGLISH CAPTIONING AND TRANSCRIPTION SERVICES 2.0 VOLUME COMMITMENT DISCOUNT, 2.1 MINIMUM PERCENTAGE (%) DISCOUNT OFF OF MAXIMUM RATE FOR VOLUME COMMITMENT OF 30 TO 100 HOURS | | |
|---|-------------------------------------|-----------------------------|
| Proposed Minimum Percentage Discount Off of Maximum Rate | Calculation | Resulting Points |
| If Proponent 1 proposes the highest percentage discount of 50%, that Proponent will receive 100% of the points allocated. | $50\% \div 50\% \times 10$ Points | 10 |
| If Proponent 2 proposes the second highest percentage discount of 25%, that Proponents will receive 50 % of the points allocated. | $25\% \div 50\% \times 10$ Points | 5 |
| If Proponent 3 proposes the third highest percentage discount of 12.5 %, that Proponent will receive 25 % of the points allocated. | $12.5\% \div 50\% \times 10$ Points | 2.5 |

Where a percentage discount 100% is entered in any Rate cell, it is deemed to mean that the particular Service **will be provided to Customers at no additional cost**. Therefore, when evaluating and scoring the Rates, a Proposal specifying percentage discount 100% 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 100% Rate as per below example.

| EXAMPLE – WHERE FIVE (5) PROPOSALS WERE RECEIVED WITH 100% DISCOUNT PROPOSED | | |
|--|--|---|
| Number of Proposals with a proposed Rate of 100% 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 Product and/or 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 Service.

Stage III resulting scores per Proposal by Category 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 and Category.

Subject to the express and implied rights of OECM; the Proponents with the highest scoring Proposals per Category or all Proponents per Category 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 for a particular Category, OECM may invite all Proponents to negotiations or break the tie by selecting the Proposal with the highest score in Stage III – Commercial Response for that particular Category.

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:

- (c) Services;
- (d) Master Agreement management (e.g. performance, KPIs, penalties, reporting);
- (e) Master Agreement terms and conditions;
- (f) Additional references, if required;
- (g) Rates; and,
- (h) 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 Suppliers, 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 three (3) Suppliers per Category for the provision of the Services to ensure choice for OECM Customers.

The Term is intended to be for three (3) years, with an option in favour of OECM to extend the Term on the same terms and conditions for up two (2) 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 Services a Customer may select a Supplier, or seek Rates and other relevant 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 Services requirements. If selected by the Customer, the Supplier shall provide the 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 Services, or it may request the Supplier to propose appropriate 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 Services;
- (b) Lead times for Services; and,
- (c) Final, net Rates. The Rates should be valid for a period of not less than 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.

Customers are not obligated to sign a CSA to obtain specific Services Rates. However, a CSA must be signed before the provision of any Services commences.

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 Service Rates shall be firm Rates per Category for the first year of the Master Agreement and shall be:

- (a) Maximum Rates and minimum percentage discount off of 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.

No travel expenses shall be included in the Rates or invoice to Customers. Supplier will provide Services remotely. No Services will be completed on the Customer's facilities.

The Supplier may, however, lower its Rates for specific 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, 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")) in its Rates review. The Supplier must submit documentation (i.e. Rate impact analysis) demonstrating how the request affects the delivery of Services 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 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 (e.g. in December 2019) 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, 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) 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.

4.2.2 OECM Geographical Zones

OECM Customers are located in five (5) geographical Zones (as set out below and detailed in Appendix D – OECM Geographical Zones) throughout the Province of Ontario. The Supplier shall provide Services for all Zones.

- (a) Central Zone;
- (b) East Zone;
- (c) North East Zone;
- (d) North West Zone; and,
- (e) West Zone.

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

4.2.3 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 a CRF of two- point nine five percent (2.95%) on all Services invoiced by the Supplier to the Customers through the Term.

The CRF shall be paid to OECM, via EFT, on a quarterly basis based on the calendar year by the tenth (10) 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 first CRF, including any Customer purchases made between the Master Agreement execution date and June 30, 2020 shall be paid to OECM by: | July 15, 2020 |
| The next CRF, including any Customer purchases made between July 1, 2020 to September 30, 2020, shall be paid to OECM by: | October 15, 2020 |

| CRF Payments | Payment Date |
|---|--------------------------------------|
| Subsequent CRF payments shall be paid to OECM on the tenth (10) Business Day following each calendar quarter. | January 15, 2021, and April 15, 2021 |

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.

4.2.4 Financial Administration Act (“the FAA”) Section 28

In accordance with the requirements of the FAA, notwithstanding anything else in the CSA, or in any other agreement between the Customer and the Supplier executed to carry out the Services provided for herein, the remedies, recourse or rights of the Supplier shall be limited to the Customer and to the right, title and interest owned by the Customer in and to all of its real or personal property, whether now existing or hereinafter arising or acquired from time to time. The Supplier unconditionally and irrevocably waives and releases all other claims, remedies, recourse or rights against the Crown in right of Ontario in respect of the CSA, and agrees that it shall have no remedies, recourse or rights in respect of the CSA against the Crown in right of Ontario, any Ontario Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or representative of a Crown agency or a corporation in which the Crown holds a majority of the shares or appoints a majority of the directors or members, other than against the Customer and its assets.

If the Supplier and the Customer agree that a CSA is exempt from the application of subsection 28(1) of the *Financial Administration Act* pursuant to Ontario Regulation 376/18: Section 28 Exemptions – Colleges, the Customer represents and warrants that the CSA (i) complies with all applicable policies of the Customer; (ii) complies with all applicable laws and Ontario government directives applicable to it; and, (iii) relates to activities of the Customer that are permitted under its objects and that are undertaken within Canada. The Supplier represents and warrants that the CSA complies with all Applicable Laws and Ontario government directives applicable to it.

4.2.5 Saving Calculation

OECM tracks, validates, and reports on savings on all of its agreements. Collaborative procurement processes enables 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 Master Agreement Rate versus Rate invoiced to Customer, additional Services at no cost 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 OECEM's and Customer's confidentiality by not disclosing Confidential Information without the prior written consent of OECEM 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 OECEM 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 OECEM 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 OECEM).

4.3.1 Master Agreement Launch

Once the Master Agreement is awarded, the Supplier will meet with OECEM 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 OECEM Master Agreements

To support Customers, OECEM 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).

OECEM 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 OECM 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 OECM 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 |
| OECM's Issue Date of RFP: | December 5, 2019 |
| Proponent's Information and OTP Demonstration Session: | 2:00 pm on December 16, 2019 |
| Proponent's Deadline to Submit Questions: | 5:00 pm on January 6, 2020 |
| OECM's Deadline for Issuing Answers: | January 10, 2020 |
| Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents: | 5:00 pm on January 15, 2020 |
| OECM's Deadline for Issuing Final Documents: | January 20, 2020 |
| Closing Date: | 2:00:00 pm on January 30, 2020 |
| Anticipated Master Agreement Start Date: | April 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 | √ | |
| 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 OECM and/or its Customers.

5.6.9 Cancellation

OECM 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/OQTCA-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;

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

“Broader Public Sector” or **“BPS”** means:

- (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>;

“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;

“Closing Date” means the Proposal submission date and time as set out in OTP and in Section 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 OECEM 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 OECEM, the Customer, the Proponent or any third-party; (ii) all information (including Personal Information) that OECEM 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 OECEM 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 OECEM 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 OECEM'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 OECEM's competitively sourced agreements. Once Customer-Supplier Agreements have been executed, this fee is remitted by the Supplier to OECEM on a quarterly basis;

“Customer” is typically an organization such as educational entities (e.g. school boards or authorities, colleges, and universities), shared service organizations, not-for-profit organizations, municipalities, utilities and local boards, health and social service entities, provincially funded organizations (“PFO”), Crown corporations, and any other Broader Public Sector agencies, boards or commissions or similar entities not specifically 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;

“Deliverable” means all 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;

“Difficult Audio” means source media content with inaudible audio, poor audio quality, difficult accents, and/or specialized vocabulary that require more resources from the Supplier;

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

“Master Agreement” or **“Agreement”** means the agreement to be made between the Preferred Proponent and OECCM 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 OECCM and the Supplier;

“OECCM” means the Ontario Education Collaborative Marketplace;

“OECCM’s Deadline for Issuing Final Addenda” means the date and time as set out in Section 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 OECCM 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, minimum percentage discount, in Canadian funds, for the Services as set out in the Proponent’s submitted Appendix C - Commercial Response;

“Request for Proposals” or **“RFP”** means this Request for Proposals #2019-351 issued by OECCM, 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 OECCM on behalf of a Customer, seeking Rates and relevant Services specific to a Customer’s organization;

“Service” means all captioning and transcription services, audio description services, and real-time captioning services for various audio and/or video content 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;

“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 OECCM 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 Section 4.1 of this RFP; and,

“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.

APPENDIX B – FORM OF MASTER AGREEMENT

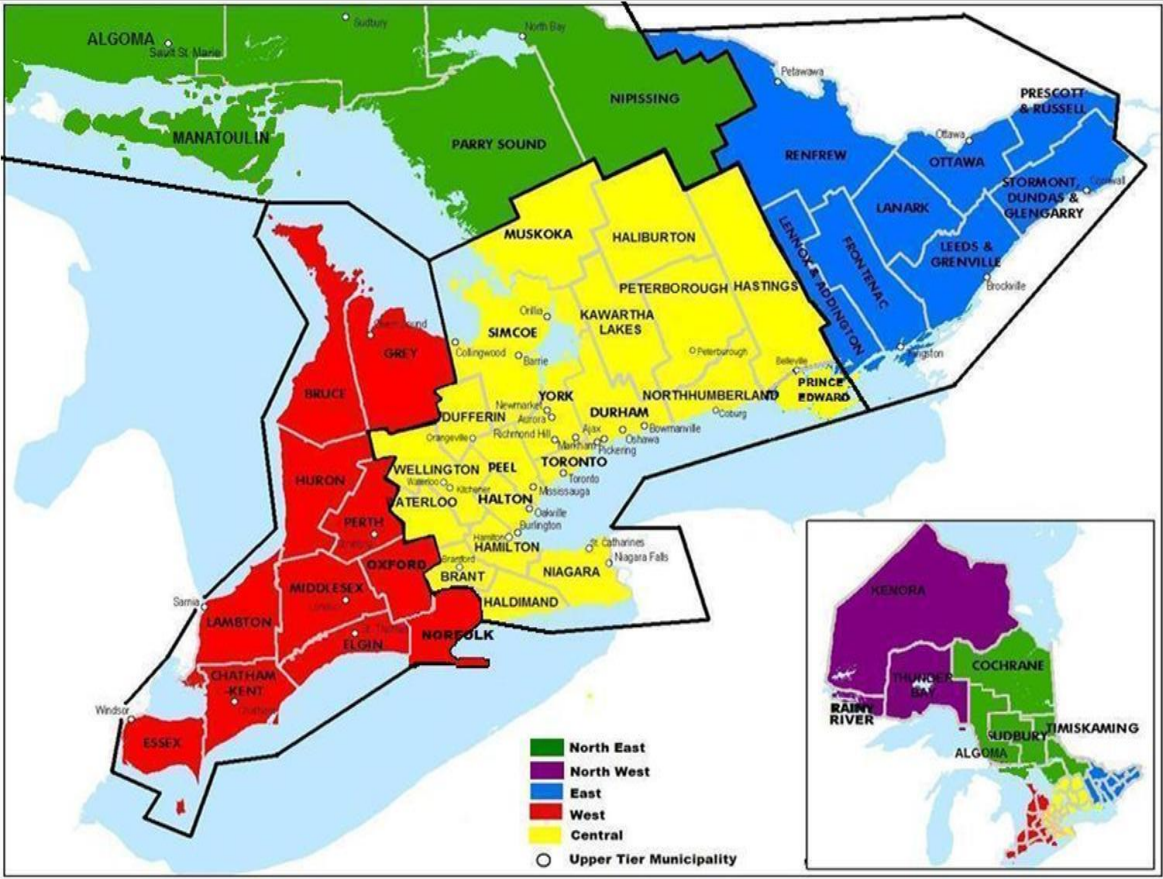
This appendix is posted as a separate PDF document.

APPENDIX C – COMMERCIAL RESPONSE

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

APPENDIX D – OEMC GEOGRAPHICAL ZONES

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



APPENDIX E – 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 |
| | Keewatin-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 | | | |

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

APPENDIX F – REPORTING REQUIREMENTS

Once CSAs have been executed, the Supplier must provide the following reports to OECM 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> | | |
| <ol style="list-style-type: none"> 1. Sales Report including, but not limited to: <ol style="list-style-type: none"> (a) Customer's name; (b) Invoice number and date; (c) Service provided (or Service Category provided); (d) Service description; (e) Quantity purchased; (f) Rate per minute; (g) Total Rate per Service/minute; (h) Savings (i.e. list Rate minus discount, net Rate, savings); and, (i) Cost Recovery Fees plus HST. 2. CSA Status Report including, but not limited to: <ol style="list-style-type: none"> (a) The number of executed CSAs; and, (b) CSAs pending execution. 3. Second Stage Report including, but not limited to: <ol style="list-style-type: none"> (a) Customer's name; (b) Reference number; (c) Number of requests received and submitted; (d) Service requirement (e.g. captioning, transcription, committed volume); (e) Resulting savings; and, (f) Status (e.g. complete, due date to return to Customer). | Monthly | 8th Business Day |
| <u>Performance Reporting</u> | | |
| <ol style="list-style-type: none"> 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, back order, delivery) | 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 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:

| Key Performance Indicator | Performance Measurement | Performance Goal |
|----------------------------|--|--|
| Accurate Invoicing | Number of invoicing errors per quarter | Less than 2% of all invoices per quarter |
| Second Stage Response Rate | Response rate to Second Stage requests | 98% of the time |
| Service Lead Time | Service provided within the Customer indicated lead time | 98% of the time |

| Key Performance Indicator | Performance Measurement | Performance Goal |
|---------------------------------|---|------------------|
| Account Executive Response Time | Response time of less than one (1) Business Day | 98% of the time |

| Key Performance Indicator | Performance Measurement | Performance Goal |
|--|---|------------------|
| Integrated Reporting Submission | On time | 98% of the time |
| Executed CSAs received within 30 days of execution | On time | 98% of the time |
| Cost Recovery Fee Payment Remittance | Day of | 98% of the time |
| Response Time to OEMC Inquiries | Response time of less than one (1) Business Day | 98% of the time |

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

Other KPIs, and penalties, as mutually agreed upon between the Supplier and OEMC, 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 OEMC.

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 Services 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 Services 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 Services 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 Services 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 Services 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 Services 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>.