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CASHLESS TRANSACTION MANAGEMENT SOLUTION AND RELATED SERVICES

REQUEST FOR PROPOSALS #2019-349

Request for Proposals Issued On: December 18, 2019

Proponent's Information & OTP Demonstration Session: 2:00 pm on January 10, 2020

Proponent's Deadline to Submit Questions: 5:00 pm on January 17, 2020

**Proponent's Deadline to Submit Questions Related to
Addenda & Question and Answer Documents:** 5:00 pm on January 31, 2020

Closing Date: 2:00:00 pm on February 18, 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 from qualified Proponents for the provision, implementation, maintenance and continuous improvement of a Cashless Transaction Management Solution (“System Solution”) and Related Services (“Services”) as described in Part 2 – The Deliverables and in Part 4 – Master Agreement Structure and Management.

OECM intends to award one (1) or more Master Agreements, with an initial Term of the Master Agreement (“Term”) of five (5) years with an option in favour of OECM to extend the Term on the same terms and conditions for up to two (2) additional years.

This RFP is issued by OECM.

1.1. Objective of this RFP

The objective of this RFP is to provide OECM Customers (i.e. Ontario District School Boards) the ability to purchase a System Solution and related Services that meet the Deliverables in this RFP to support “Customer” requirements and reduce the costs of competitive procurement processes on an ongoing basis (i.e. fewer competitive procurement documents issued by Customers) and to award Master Agreements to qualified Supplier(s) that provide:

- (a) Commercially off the shelf (“COTS”) System Solution that is configurable and, if necessary, customizable to meet the Customer’s needs;
- (b) Suite of services including, but not limited to:
 - i. On-line portal and payment processing;
 - ii. Accounts and transactions;
 - iii. On-line registration and user management;
 - iv. Digital forms;
 - v. Reporting;
 - vi. Training; and,
 - vii. Customer support.
- (c) Planning and delivery of an implementation and transition plan;
- (d) User friendly, intuitive browser and device agnostic system accessible to students, parents and others which is easy to learn, easy to use, and supported by an application appropriate self-serve documentation and/or training/tutorial to facilitate self-learning;
- (e) Consistent visual conformity for all user interfaces and be fully responsive;
- (f) Integration Services with in-house or third-party systems;
- (g) Reporting and configuration capabilities; and,
- (h) Established common standards and business practices and follow industry standards such as, but not limited to Information Technology Infrastructure Library (“ITIL”) and Project Management Book of Knowledge (“PM-BOK”).

1.2. Project Advisory Committee

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

- (a) Conseil scolaire de district catholique de l'Est ontarien;
- (b) District School Board Ontario North East;

- (c) Halton District School Board;
- (d) Internal Audit Team Ontario East;
- (e) London District Catholic School Board;
- (f) Limestone District School Board;
- (g) Peel District School Board;
- (h) Peterborough, Victoria, Northumberland and Clarington Catholic School Board;
- (i) Simcoe County District School Board;
- (j) Thames Valley District School Board;
- (k) Toronto District School Board;
- (l) Toronto Catholic District School Board;
- (m) Trillium Lakelands District School Board;
- (n) Waterloo Region District School Board; and,
- (o) York Catholic District School Board.

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

1.3. Project Background and Historical Spend

The Educational Computing Network of Ontario (“ECNO”) issued a request for proposal in 2012 for the provision of an On-line Payment and Banking System for ECNO members, which is expiring on May 31, 2020. In 2019 OECM was engaged to conduct a formal competitive sourcing process to provide Customers with technically sound and cost-effective Master Agreements for a Cashless Transaction Management Solution and Related Services.

OECM is issuing this RFP on behalf of seventy-two (72) Customers including approximately two (2) million students, in conjunction with Ontario Association of School Business Officials (“OASBO”) Information & Communication Technology (“ICT”) Committee and OASBO Finance Committee.

The current ECNO agreement is being utilized by eighty-five (85%) of Customers in Ontario.

Customers using the current ECNO agreement are **not**, in any way, obligated to participate in Master Agreements resulting from this RFP.

1.4. Data Residency

The Suppliers’ host servers and backup servers shall be located on Canadian soil in a secure data centre. The Supplier shall follow the *Personal Information Protection and Electronic Documents Act* (“PIPEDA”) requirements and adhere to encryption standards mentioned in section 2.5.3. of this Act.

1.5. Source Code Escrow

The Supplier shall enter into and maintain a source code escrow agreement with respect to the proposed System Solution and any configuration/customization performed to meet the RFP Deliverables with OECM, on behalf of itself and any or all Customers, who shall be named as the beneficiaries thereunder. The escrow agreement shall be made with a nationally recognized escrow agent, in accordance with industry standards, under which the System Solution, as well as any updates will be provided to the escrow agent so that the escrow agent shall hold the proposed System Solution, and any updates for the Term.

The subject matter of the escrow agreement shall, at a minimum include:

- (a) A requirement that the Supplier shall deliver to the escrow agent the System Solution, within thirty (30) calendar days of the escrow agreement being executed;

- (b) A requirement that the Supplier shall deliver to the escrow agent any and all updates to the System Solution within thirty (30) calendar days of the Supplier finalizing the update for release to any Customer;
- (c) A requirement that the Supplier shall deliver to the escrow agent a copy of the most-recent System Solution including any and all updates made thereto, within five (5) Business Days of the first release date and any subsequent releases;
- (d) A requirement that the Supplier shall deliver to the escrow agent every sixty (60) calendar days from the date in which the escrow agreement is executed a copy of the configurable and, if necessary, customizable System Solution;
- (e) Compilation instructions in written format or recorded on video format;
- (f) Inventory of installed versions of third party software, including operating systems, communication protocols, security software, system and remote management tools, database management software, middleware and utilities, as well a development toolkit (which includes without limitation third party products, such as source code editors, compilers, debuggers, libraries, utilities, reverse engineering tools, and language support);
- (g) A requirement that if any term or condition of the escrow agreement conflicts with a term or condition of the Master Agreement, the term or condition of the Master Agreement shall prevail;
- (h) The release of escrow materials pursuant to the escrow agreement shall occur in the event that the Supplier becomes bankrupt, insolvent, makes an assignment for the benefit of creditors, has a trustee or receiver appointed for all or a substantial portion of its property, ceases to operate as a going concern, repudiates the Master Agreement, where the Master Agreement is terminated due to the Supplier's breach, or where the Supplier breaches the terms of any applicable license or support agreement or is otherwise unable or unwilling to support, maintain or adequately develop the System Solution, or provide any other aspect of the Deliverables. Upon release of the escrow materials to OEMC and to each Customer, OEMC and each Customer are permanently and irrevocably granted a royalty free license with all permissions necessary to use, modify and/or distribute the System Solution;
- (i) OEMC shall have the right to request, from time to time by written notification during the Term, that the Supplier demonstrate to OEMC, at OEMC expense, that the escrowed materials are indeed what they purport to be, by taking the deposited materials and compiling it into machine executable code in the OEMC/Customer test environment or at another facility of OEMC's choosing;
- (j) All costs related to establishing and maintaining the requested escrow agreement shall be the Supplier's responsibility;
- (k) OEMC reserves the right to approve the Supplier's proposed escrow agent and may require that the Supplier select another escrow agent acceptable to OEMC, acting reasonably; and,
- (l) OEMC also reserves the right to reject a Supplier's proposed escrow agreement and may request that the Supplier use OEMC escrow agreement.

The Supplier shall allow OEMC, or any person acting on behalf of OEMC, to use and access, for all development, maintenance and support purposes necessary to the fulfillment of any terms or conditions contained in the Master Agreement which the Supplier is unable to unwilling to maintain or support and which, as a consequence, places the Supplier in default of the terms and conditions of the Master Agreement.

1.6. Overview of OEMC

OEMC is a trusted not-for-profit partner for Ontario's education sector, Broader Public Sector ("BPS") entities, Provincially Funded Organizations ("PFO"), Crown Corporations, and other not-for-profit organizations. OEMC 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, OEMC 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 OEMC 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 OEMC'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 OEMC and its Customers resulting in continuous, long-term success; and,
- (f) Supporting supplier partners through a Supplier Recognition Program.

1.7. Use of OEMC Master Agreements

As of October 2019, seven hundred and thirty-one (731) OEMC customers were using one (1) or more OEMC agreements with a cumulative spend of more than one billion dollars over the last ten (10) years. The annual spend for 2018 increased by 38% when compared to 2017.

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

1.8. The Ontario Broader Public Sector Procurement Directive

OEMC, 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>.

1.9. Trade Agreements

OEMC 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.

1.10. Rules of Interpretation

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

- (a) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender;
- (b) Words in the RFP shall bear their natural meaning;
- (c) References containing terms such as "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation";
- (d) In construing the RFP, general words introduced or followed by the word "other" or "including" or "in particular" shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words;
- (e) Unless otherwise indicated, time periods will be strictly applied; and,
- (f) The following terminology applies in the RFP:

- i. The terms “must” and “shall” relate to a requirement the Supplier will be obligated to fulfil. Whenever the terms “must” or “shall” are used in relation to OECM or the Supplier, such terms shall be construed and interpreted as synonymous and shall be construed to read “OECM shall” or the “Supplier shall”, as the case may be;
- ii. The term “should” 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 System Solution and related Services Deliverables which will be incorporated into the final Master Agreement. The Supplier shall provide **all** RFP requirements.

2.1 System Solution Scope

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

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

- (a) Providing the ability to process payments twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days per year via a secure gateway solution;
- (b) Providing and maintaining application and business workflows for current and revised workflow processes;
- (c) Providing the Services on a Software as a Service ("SaaS") model;
- (d) Integrating with the Customer's Student Information System ("SIS"), other third-party school funds accounting software or a Customer's financial system;
- (e) Providing data validation rules for commonly used fields (e.g. phone numbers, dates, address, email address);
- (f) Providing the capability to extend access to other users as desired by the Customers;
- (g) Providing the ability to accommodate Customers with one (1) bank account for the entire school board or multiple accounts for each school;
- (h) Providing flexibility as it relates to the roll out of additional features mutually agreed upon (e.g. number of schools within the board, the feature may need to be rolled out in a phased manner);
- (i) Scalability to incorporate future System Solution expansion; and,
- (j) Compatible with the Customer's technological infrastructure including, but not limited to:
 - i. TCP/IP network configurations;
 - ii. Open data base connectivity ("ODBC");
 - iii. Microsoft Windows servers;
 - iv. Microsoft internet information server;
 - v. Microsoft SQL server;
 - vi. Microsoft Windows active directory;
 - vii. Operating system compatibility (e.g. Windows 10 and Mac OS ten point fourteen (10.14) and higher);
 - viii. Email systems compatibility (e.g. Outlook); and,
 - ix. Browser compatibility (e.g. Opera version fifty-seven (57) or higher, Edge version forty-two (42) or higher, Safari version eleven point one (11.1) or higher, Chrome version sixty-six (66) or higher, Firefox version fifty-nine (59) or higher) at a minimum.

2.2 Compliance

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

- (a) Freedom of Information and Protection of Privacy Act (“FIPPA”); Municipal Freedom of Information and Protection of Privacy Act (“MFIPPA”); the Personal Health Information Protection Act (“PHIPA”); and the PIPEDA;
- (b) Accessibility for Ontarians with Disabilities Act (“AODA”) Web Content Accessibility Guidelines (“WCAG” 2.0 and 2.1);
- (c) Federal and Provincial (Ontario) regulations; and,
- (d) Customer’s established information security policies and controls and protecting sensitive data while adapting to Customer’s policies and procedures without the need for significant workarounds or complexity.

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

2.3 System Solution Requirements

The Supplier’s System Solution shall have the following functional requirements including, but not limited to.

2.3.1 On-Line Portal

The Supplier shall ensure that the System Solution includes an intuitive, user friendly on-line portal that is configurable and, if necessary, customizable to meet the Customers specific needs and provides the ability for various users (e.g. office administration, teachers (restricted to their own school) and authorized school council members, parents, students) to set up and maintain activities including associated payment terms/schedules and post online in real-time.

The following are examples of different activities that may be within an online portal:

- (a) Field trips;
- (b) Year books;
- (c) Tuition or course fees;
- (d) Lunches (e.g. pizza, hotdog);
- (e) Fundraising (e.g. Terry Fox, Jump Rope for Heart);
- (f) Student activities (e.g. dances, plays, concerts);
- (g) Donations requiring a charitable tax receipt;
- (h) Uniforms and spirit wear;
- (i) Before and after school programs;
- (j) Language courses (e.g. English as a Second Language (“ESL”));
- (k) School permit requests;
- (l) Student transcript requests; and,
- (m) Continuing education.

2.3.2 Payment Processing

The Supplier’s System Solution shall be capable of processing payment transactions electronically for Customer’s activities including, but not limited to:

- (a) Processing payments made via:
 - i. Credit cards (e.g. Visa, MasterCard, Discover and American Express);

- ii. Pin-less debit cards (e.g. Visa Debit and MasterCard Debit);
 - iii. Electronic transfer (e-transfer);
 - iv. E-wallet;
 - v. Cash;
 - vi. Cheque; and,
 - vii. Other online payment modes.
- (b) Providing the capability of generating automatic report/letter/email reminders when payment is processed by cash or cheque;
 - (c) Processing payments via Application Program Interfaces (“APIs”), web services, form submission or mobile interface;
 - (d) Linking purchases to students (based on the student identifications or unique identifiers) as provided by the Customers);
 - (e) Electronically issuing receipts;
 - (f) Auto-generating receipts for online payments and have them retrievable by the parent both at time of payment and afterwards (e.g. user notifications and emails); and,
 - (g) Electronically process refunds; collect funds from students not attached to the SIS (e.g. adult students in Continuing Education).

2.3.3 Account and Transaction Setups

The Supplier’s System Solution shall meet account and transaction requirements including, but not limited to:

- (a) Providing data tables that meet reporting requirements as set by the Customers;
- (b) Allowing an account to be added or deleted to the data table as per the Customer’s requirements;
- (c) Allowing for flexibility to change data tables between accounting years to reflect the Customer’s chart of accounts;
- (d) Managing invalid accounts, non-sufficient funds (e.g. non-sufficient funds (“NSF”) payments, and refunds);
- (e) Providing the ability to change additional markup costs (e.g. for various events per the Customer’s choice);
- (f) Providing the ability for the Customers to hide/show break down or total charges to end users; and,
- (g) Providing for options to allow additional fees.

2.3.4 On-Line Registration and User Management

The Supplier’s System Solution shall be capable of meeting the registration needs of various Customers as mutually agreed upon for user access control practices including, but not limited to:

- (a) Single sign on feature (for Customers that have active directory on a cloud platform);
- (b) Provision for entering unique Customer’s user identification number (e.g. student number) field as provided by the Customers during registrations and login into the portal;
- (c) Provision for entering date of birth field as required by the Customers;
- (d) Provision for configurable on-line permission forms; and,

(e) Ability to have a role-based access control; such as:

- i. Managing user accounts; and,
- ii. Super user account.

2.3.5 Digital Forms

The Supplier's System Solution shall support the Customers requirements including incorporating graphics (e.g. pictures and organizational logo) for digital forms throughout the Term including, but not limited to:

- (a) Permission forms/slips;
- (b) Item order forms, and,
- (c) Registration Forms (e.g. program course selection).

2.3.6 Reporting and Analytics

The Supplier's System Solution shall support Customer's reporting requirements including, but not limited to:

- (a) Providing a standard set of reports (e.g. operational reports, board specific, internal and external);
- (b) Providing the capability for Customers to configure reports; and,
- (c) Providing reports in multiple formats (e.g. pdf, xls, csv).

The Supplier's System Solution shall provide data analytics that allows review, analysis and reporting (both built-in and Customer defined) on all data components aligned with the Customer's operational needs, but not limited to:

- (a) Providing the ability for analytics to be shared on the parent/student interface (e.g. fundraisers);
- (b) Providing the ability to integrate data from the System Solution into the Customer's accounting systems; and
- (c) Providing the ability for the Customer to view deposit batch details and drill down for detailed information.

2.3.7 Language Requirements

The Supplier shall ensure the System Solution meets language requirements including translations in multiple languages (e.g. French, Arabic, Chinese (simplified), Farsi, Hindi, Korean, Somali) in the public facing components of the on-line portal and payment (e.g. online parent portal/administration), based on specific Customer requirements.

Language requirements set out shall be available within the first year of signing the Customer-Supplier Agreement ("CSA") and should be included in the Supplier's System Solution roadmap.

2.3.8 Data Validation

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

- (a) Phone numbers;
- (b) Addresses;
- (c) Email addresses;
- (d) Alpha numeric validation (e.g. date data field should restrict Customer's users from alphabetical inputs); and,

- (e) Ability to designate fields as mandatory or non-mandatory for data entry.

2.4 Integration

The Supplier should provide the use of open, documented bi-directional, and comprehensive APIs or a future equivalent to integrate the System Solution of the Customer's choosing. At a minimum, the System Solution should be capable of integrating with the following, at no additional cost to the Customer including, but not limited to:

- (a) Customer's SIS;
- (b) Customer's financial and/or accounting systems;
- (c) Customer's human resource systems;
- (d) Customer's third-party technology systems;
- (e) Banking systems (e.g. Bank of Montreal, Toronto-Dominion Bank, Royal Bank of Canada, Canadian Imperial Bank of Commerce, Credit Unions) for various functions (e.g. batch number information, reconciliation reports, refunds);
- (f) Other systems or applications as mutually agreed between the Supplier and the Customer; and,
- (g) The Customer's third-party point of sale technology.

If the Supplier's System Solution includes a Point of Sale ("POS") technology offering additionally with the Deliverables as listed in Part 2 – The Deliverables, the Customer may choose to utilize the POS offered or their own as mutually agreed by Customer and the Supplier and to be included in the CSA.

2.5 Security

The Supplier's System Solution shall meet security compliance requirements including, but not limited to:

2.5.1 Security Breaches

The Supplier shall immediately notify the Customer of the particulars of a security breach occurrence or likely occurrence including, but not limited to:

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

In order to mitigate security breaches, the proposed System Solution shall have the capability to lock out:

- (a) All or some users;
- (b) All users with a specific role; or,
- (c) All users with a specific security level.

Should the Customer decide to conduct a security breach review, the Supplier shall participate in the review as agreed upon by the Customer and the Supplier.

The Customer reserves the right to audit data security practices and the Supplier shall cooperate with the Customer in the event of a regulatory investigation.

2.5.2 Security for SaaS Offering

The Supplier should have an established information security policy that conforms to International Organization for Standardization/International Electro Technical Commission ("ISO/IEC") 27001:2013 code of practice for information security policy and controls. In addition, the Supplier will provide the latest evidence of the following security reports including, but not limited to:

- (a) Service Organization Control (“SOC”) 2 type 11 report; and,
- (b) Cloud Security Alliance Security Trust (“CSAST”) and Assurance Registry (“STAR”) certification report.

The Supplier should utilize a cloud service provider whose data is certified to the highest Industry standards (i.e.15027001 and 15027018) and are regularly audited (e.g. Cloud Security Alliance STAR certification, FEDRAMP, SOC1, 2 and 3).

2.5.3 Encryption

The Supplier’s System Solution shall utilize 128-bit SSL encryption, or higher, between the Customer browser and the application tier for any or all modules or sub-modules at each individual Customer’s discretion. The Supplier’s System Solution should use secured protocols such as Secured Shell (“SSH”), Pretty Good Privacy (“PGP”), and/or Secure File Transfer Protocol (“SFTP”) encrypted connections where applicable.

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

2.5.4 PCI-DSS Requirements

The Supplier shall be liable for the System Solution to be Payment CARD Industry Data Security Standard (“PCI-DSS”) compliant if, the Supplier directly provides PIN entry services, payment applications and merchant services or has contracted with a third-party provider to provide the services stated.

The third-party shall be liable for the PCI-DSS compliancy if, the Customer has contracted with a third-party provider for PIN entry services, payment applications and merchant services.

The PCI standards shall be Level 1 as per PCI Security Standards Council in all cases. Further information can be found in the link provided below:

https://www.pcisecuritystandards.org/pci_security/maintaining_payment_security

2.6 Optional Modules

During the Term, if mutually agreed by OEMC and the Supplier, other modules may be added to the Master Agreement. OEMC Customers have indicated interest in an accounting module associated with a Cashless Transaction Management Solution (CTMS).

The following requirements should be considered, but not limited:

2.6.1 Accounting Module

- (a) Support school level accounting as a separate company with their own chart of accounts and security levels, bank accounts, bank reconciliations, bill payments, receipts, deposits, and general ledger (“GL”) reports;
- (b) Track HST and all Customer funds;
- (c) Allow Customers accounting staff to view a school’s accounting data online simultaneously with individual school staff;
- (d) Operate and reconcile more than one (1) bank account at each school if multiple accounts were needed;
- (e) Create journal entries within bank reconciliations;
- (f) Print school chart of accounts at Customer’s school and/or District Board level;
- (g) Ability within any transaction to select the GL code from a drop-down menu or type in manually;

- (h) Access a number of prior years' data at the school level, in same format as the current year's data;
- (i) Show nil-balance accounts in reports;
- (j) Generate e-cheques individually and batched;
- (k) Create invoices without accrual-based accounting;
- (l) Generate receipts individually or in batches and reprint receipts when required;
- (m) Record receipt method of payment as cash, e-cheque, Visa, MasterCard, or direct deposit;
- (n) Attach payment/owing information to student accounts/student information record;
- (o) Allow schools to configure and, if necessary, customize receipts and other documents with school logo to the Customer's standards;
- (p) Allowing for entry of an explanation/comment; including, explanations for all adjustments;
- (q) Allowing for back-up documentation to be scanned and attached for drill-down purposes;
- (r) Updating GL as required after every transaction and adjustment (e.g. real time reporting);
- (s) Providing the ability to de-activate account numbers but retain the account numbers information in reports for a period to be mutually agreed upon by the Customer and the Supplier;
- (t) Allowing for Customers to have access to accounting system via a web browser. Customers access shall be restricted to their individual information only;
- (u) Allowing for multi-year reporting without having to switch years by log-in;
- (v) Allowing Customer's accounting staff to access all set-up, reporting and accounting functions;
- (w) Providing the capability to provide automated year end roll over process as mutually agreed;
- (x) Allowing Customers to allow or restrict transaction entry based on reporting period (e.g. monthly); and,
- (y) Providing configurable and, if necessary, customizable reports to meet the Customer's Ministry reporting relating to School Generated Funds ("SGF") guidelines (e.g. Schedule 14).

2.7 Future Features

In order to allow stakeholders (e.g. parents, staff) to become self-sufficient, the Supplier shall invest in emerging technologies and make a commitment to ongoing modernization and development efficiencies, and those identified by Customers through various channels (e.g. OASBO School Cash Committee).

Some examples may include, but are not limited to:

- (a) Data technologies for automation and integration; and,
- (b) Artificial Intelligence (e.g. adaptive typing predictions, chatbots.)

2.8 Related Services

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

2.8.1 Implementation Support Services

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

- (a) Project initiation and start-up services (e.g. Gap assessment);

- (b) Project planning (communication and change management) and awareness;
- (c) Project execution services including, but not limited to:
 - i. Infrastructure setup;
 - ii. Support setup;
 - iii. Data transition;
 - iv. Development and test environment;
 - v. System test requirements;
 - vi. User Acceptance Testing (“UAT”); and,
 - vii. Integration and testing;
- (d) Assessments (Privacy Impact Assessment (“PIA”) and Threat Risk Assessment (“TRA”));
- (e) Training;
- (f) Project close out; and,
- (g) Lessons learned.

2.8.2 User Acceptance Testing

The Supplier shall perform all testing required to verify the System Solution functional requirements outlined, are met for each Customer.

The Supplier shall provide a sandbox environment to the Customers for testing purposes.

The Supplier in conjunction with the Customer will conduct User Acceptance Testing (“UAT”) cycles to confirm the System Solution meets the documented requirements.

2.8.3 Assessments

The Supplier shall conduct Privacy Impact Assessment (“PIA”) and Threat Risk Assessment (“TRA”) to identify any potential privacy and security risk at the Supplier’s costs.

(a) Privacy Impact Assessment

The Supplier shall conduct a PIA at its own expense relating to the Personal Information, which will be available for review by OECM and/or any individual Customer within the first six (6) months of signing a CSA. PIAs shall also be performed by the Supplier, prior to any material change to the delivery of the System Solution.

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

(b) Vulnerability assessment and Penetration Testing

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

(c) Threat Risk Assessment

The Supplier shall conduct a TRA at its own expense, which will be available for review by OECM and/or any individual Customer within the first six (6) months of signing a CSA TRAs shall also be performed by the Supplier, prior to any material change to the delivery of the System Solution.

2.8.4 Integration and Testing

In consultation with the Customer the Supplier shall conduct integration testing to ensure the System Solution creates a seamless user experience and a successful delivery.

The Supplier shall have a formal signoff process for all testing.

The Customer will ensure that the System Solution integrates with all in-house and third-party applications via the use of the Supplier's API. The Supplier will ensure the System Solution APIs will meet the Customer's integration needs.

2.8.5 Change Management and Communication plan

The Supplier shall provide the Customer a change management and communication plan including, but not limited to:

- (a) Determining the impact of the change and define the information that will be delivered in the communication plan;
- (b) Identifying stakeholders (e.g. parents and students) and stakeholder expectations;
- (c) Defining the team members who will deliver the types of information; and,
- (d) Defining the format, timing and release of the communication and provide templates, formats, or documents that will be used for communicating.

2.8.6 Training

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

- (a) Providing multiple options for training (e.g. computer-based training, instructor-led, and train-the-trainer, online training videos; remote and onsite training) at different levels;
- (b) Train-the-trainer knowledge transfer to the Customer's Project Team;
- (c) Trainers to conduct training for end users, as determined by the Customers during the development of the training plan;
- (d) Training on all modules;
- (e) Training for end users through methods (e.g. videos, webinars, onsite);
- (f) Provide updated and detailed training manuals annually or as processes and system functionalities change;
- (g) Provide online frequently answered questions ("FAQs") to be updated as per the frequency mutually agreed; and,
- (h) Provide a training environment for user training.

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

2.8.7 Pilot Project

The Supplier shall conduct a pilot as requested by the Customer. The Supplier shall take all steps to ensure a successful completion prior to implementation.

2.8.8 Ongoing Services

The Supplier shall perform all required handoff tasks to ensure successful delivery and ongoing support of the System Solution. Ongoing services include, but are not limited to:

- (a) Service Support:

- i. Maintaining a ninety-nine percent (99.9%) uptime excluding routine maintenance;
- ii. Notifying Customers of potential widespread issues, bugs as they become known;
- iii. Notifying each Customer of any new updates and/or patches, sixty (60) days before release, unless otherwise agreed, in writing, by the Customers;
- iv. Providing to the Customers a copy of the Supplier's maintenance policies;
- v. Adhering to Services Level Agreements ("SLA") as agreed upon signing a CSA;
- vi. Releasing patches in such a manner that it does not interfere with each Customer's operations;
- vii. Providing support Services for the current and previous two (2) versions of the System Solution; and,
- viii. Providing provision for alert and update messaging (e.g. when system is not working based on user profiles).

(b) Release Management:

- i. Development and management of release strategy; including software vulnerability testing is completed prior to the deployment of each major and/or minor release; and,
- ii. Provide management for each major and/or minor patch release.

(c) Continuous Improvement

- i. Design and implement processes to monitor service delivery and develop and implement opportunities for improvement.

(d) Other Services:

- ii. Any other services that the Supplier, OEM and the Customer agree are necessary to support the System Solution.

2.9 Infrastructure and Application

2.9.1 Software as a Service ("SaaS")

The Supplier shall be responsible for the ongoing support and maintenance of all infrastructure and hosting components within the Customer's implemented System Solution.

Hosting facilities shall demonstrate compliancy with Canadian Standard on Assurance Engagements ("CSAE") 3416 (formerly CICA 5970), or equivalent, audit requirements.

2.9.2 Disaster Recovery and Business Continuity

The Supplier shall have a disaster recovery or contingency plan to ensure that data is recoverable and a business continuity plan to ensure the System Solution can continue to be provided as a result of a variety of circumstances including, but not limited to:

- (a) Providing a disaster recovery plan with details concerning the strategy and time required for complete system recovery caused by server failure, power outage and loss of network connectivity at host location (e.g. alternative location, back-up and recovery of servers' configuration);
- (b) Providing response time for fixes to bugs or performance failure related the functionality of software (minimum: within 24 hours); and,
- (c) Providing representative expected or standard operational performance statistics with other Customers including projected system uptime, technical support response time, help desk response time, and accessible bandwidth to accommodate the Customer needs.

2.10 Service Level Agreement

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

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

2.11 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) Providing options for a dedicated helpline operating twenty-four (24) hours a day, seven (7) days a week to all user groups (e.g. students, parents, board and school staff) as mutually agreed with the Customers;
- (b) Managing issue resolution in a timely manner;
- (c) Complying with agreed upon escalation processes to resolve outstanding issues;
- (d) Responding to Customer's inquiries (e.g. to day-to-day activities) within one (1) Business Day;
- (e) Ensuring minimal disruption to the Customer;
- (f) Providing easy access to the Supplier (e.g. online, toll free telephone number, email, voicemail, chat or fax);
- (g) Providing training/demonstrations, knowledge transfer, and no-cost educational events (e.g. webinars), if available;
- (h) Establishing an ongoing communications program with the Customer (e.g. new initiatives, innovation, sustainability);
- (i) Adhering to the Customer's confidentiality and privacy policies (e.g. related to student's private information);
- (j) Providing written notice to Customers on any scheduled shut down that would impact services (e.g. website maintenance);
- (k) Provide Customer reporting;
- (l) Attending meetings with Customers, as requested; and,
- (m) Additional project specific requirements.

2.11.1 Incentives to Customers

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

- (a) Increased user adoption;
- (b) Early payment discount for Customers (e.g. a Customer purchases three (3) years of subscription to be paid at the beginning of the CSA may receive a specific percentage discount for the three (3) years); and,
- (c) Overall growth.

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

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

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

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

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

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

The Supplier shall provide initial planning for all Customers and establish all the foundational components that are required to transition Customers to a new System Solution.

In an event where an existing Supplier is unable to provide the contracted services and or System Solution to the Customer, the Supplier shall as mutually agreed with the Customer, assist the Customer to extract the legacy data, validate the data and integrate the data with the proposed system.

Upon termination of the Master Agreement, all reasonable efforts should be made to return any funds held electronically on deposit/in trust by customers within thirty (30) days and at no additional fee to the Customer.

2.12 Invoicing

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

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

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

- (a) Customer name and location;
- (b) Customer service order number (if applicable) and order date;
- (c) Description of Services provided (i.e. detailed supporting information on charges, customizations) quantities and Rates; and,
- (d) HST and total cost.

2.12.1 Payment Terms and Methods

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

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

Different payment terms may be agreed to when executing a CSA (e.g. 2%/10 early payment discount for Customers).

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

2.12.2 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.

2.13 Environmental and Sustainability Considerations

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

2.14 Social Procurement

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

2.15 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:

Stage	Type of Evaluation	Refer to RFP Section	Scoring Methodology and Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	3.2	Pass/Fail	Pass
Stage II	Technical Response	3.3	600	360
Stage III	Commercial Response	3.4	400	Not Applicable
Stage IV	Cumulative Score	3.5	1000	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

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

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

Only Proposals that meet or exceed the minimum thresholds will receive a **pass** in this stage and proceed to Stage III of the evaluation process. There is an overall minimum threshold of sixty percent (60%) i.e. three hundred and sixty points (360).

Point allocations for the Technical Response sections are as follows:

Technical Response Sections	Available Points	Minimum Threshold, per section, if any
- Experience and Capability	80	40
- System Solution Requirements	275	165

Technical Response Sections	Available Points	Minimum Threshold, per section, if any
- Implementation and Ongoing Services	175	105
- Customer Support and Service Management	70	35
- Total Overall Points and Minimum Threshold	600	360

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

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

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

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

3.4 Stage III – Commercial Response

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

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

Point allocations for the Commercial Response sections are as follows:

Commercial Response Sections	Available Points
- Annual Subscription (per Student)	300
- Implementation	100
TOTAL POINTS:	400

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

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

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR ANNUAL SUBSCRIPTION CHARGES		
Proposed Rates	Calculation	Resulting Points
If Proponent 1 proposes the lowest Rate of \$100.00 for Annual Subscription, it would receive 100% of the points allocated.	$\$100 \div \100×300 Points	300.00
If Proponent 2 proposes the second lowest Rate of \$200.00 for Annual Subscription, it would receive 50% of the points allocated.	$\$100 \div \200×300 Points	150.00
If Proponent 3 proposes the third lowest Rate of \$400.00 for Annual Subscription, it would receive 25% of the points allocated.	$\$100 \div \400×300 Points	75.00

Where \$0.00 is entered in any Rate cell, it is deemed to mean that the particular Product/Service **will be provided to Customers at no additional cost**. Therefore, when evaluating and scoring the Rates, a Proposal specifying \$0.00 in a Rate cell in the Commercial Response shall receive the maximum point allocation for

that particular Product/Service. The remaining Proposals will be evaluated using a relative formula based on the remaining percentage of available points regardless of the Proposals of \$0.00 Rate as per below example.

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

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

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

3.5 Stage IV – Cumulative Score

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

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

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

3.6 Stage V – Tie Break Process

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

3.7 Stage VI – Negotiations

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

The negotiations may include:

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

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

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

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

3.8 Stage VII – Master Agreement Finalization

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

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

[End of Part 3]

PART 4 – MASTER AGREEMENT STRUCTURE AND MANAGEMENT

4.1 Master Agreement Structure

OECM may, through this RFP process, enter into Master Agreements with one (1) or more qualified Suppliers for the provision of the System Solution and related Services to OECM Customers, if required, to seek Rates through a Second Stage Selection Process from a variety of Suppliers.

The Term is intended to be for five (5) years, with an option in favour of OECM to extend the Term on the same terms and conditions for up to 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 consists 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 System Solution and related Services a Customer may:

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

When a Second Stage request is issued, which does not constitute a contract A, contract B situation, it will identify the required System Solution and related Services or it may request the Supplier to propose appropriate System Solution and related Services to fulfill the Customer's requirements and any other applicable information. The Customer may negotiate their unique requirements with the Supplier and mutually agree to additional terms and conditions (e.g. reporting, Rates, payment terms) ensuring the additional terms and conditions are not in any way inconsistent with the Master Agreement.

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

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

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

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

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

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

4.2 Rates

The proposed System Solution and related Services Rates shall be firm Rates for the first year of the Master Agreement (e.g. until April 2021) and shall be:

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

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

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

4.2.1 Travel Expenses

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

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

- (a) Meals, snacks and beverages;
- (b) Gratuities;
- (c) Laundry or dry cleaning;

- (d) Valet services;
- (e) Dependent care;
- (f) Home management; and,
- (g) Personal telephone calls.

4.2.2 Optional Rate Refresh

OECM's goal is to keep Rates as low as possible for Customers. However, the Supplier may request a Rate refresh on the anniversary date of the Master Agreement in April 2021 and every anniversary thereafter.

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

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

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

If a proposed Rate refresh was agreed upon between OECM and the Supplier, the new Rates would only be applicable to Services ordered after the effective date of the new Rates. The effective date of the Rate change must allow Customers a minimum of thirty (30) days' prior notice from OECM. If, however, a proposed Rate increase is not accepted by OECM the Master Agreement may be terminated within twelve (12) months unless the Supplier agrees to withdraw its request for a Rate increase and continue the provision of the Services at the existing agreed upon Rates.

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

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

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

4.2.3 Optional Process to Add Other System Solution and Related Services

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

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

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

Volumes and Master Agreement management performance (i.e. Proponent's Performance Management Scorecard results) will be considered when contemplating adding Service Solution modules and/or Managed Services. In the event the Proponent's performance is poor and/or unacceptable, OECM may not agree to the Proponent's System Solution module and/or Related Services refresh request. All other modules and/or Managed Services shall remain unchanged.

The Proponent may request the addition of System Solution modules or Related Services quarterly. The Proponent shall provide a written notice to OECM at least ninety (90) days prior to the beginning of each calendar quarter if requesting a System Solution Module and/or Related Service refresh.

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

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

4.2.4 Pricing Audit and Management

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

4.2.5 OECM Geographical Zones

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

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

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

4.2.6 OECM Cost Recovery Fee

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

The Supplier shall pay to OECM a CRF of two-point five percent (2.5%) for all System Solution and related Services invoiced by the Supplier to the Customers throughout the Term.

The CRF shall be paid to OECM, via EFT, on a quarterly basis based on the calendar year by the fifteenth (15) 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 21, 2020
The next CRF, including any Customer purchases made between July 1, 2020 to September 30, 2020, shall be paid to OECM by:	October 21, 2020

CRF Payments	Payment Date
The next CRF, including any Customer purchases made between October 1, 2020 to December 31, 2020, shall be paid to OECM by:	January 21, 2020
The next CRF, including any Customer purchases made between January 1, 2020 to March 31, 2020, shall be paid to OECM by:	April 21, 2020

HST is applicable to the CRF payments made to OECM.

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

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

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

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

4.2.7 Saving Calculation

OECM tracks, validates, and reports on savings on all of its agreements. Collaborative procurement processes 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 (e.g. Master Agreement Rate versus Rate invoiced to Customer, total cost of ownership, cost avoidance and/or other savings).

4.3 Master Agreement Management Support to OECM

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

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

- (h) Complying with agreed upon escalation processes to resolve outstanding issues;
- (i) Timely submission of reports as described in Appendix F – Reporting Requirements; and,
- (j) Complying with Master Agreement close out processes (e.g. ensuring all Master Agreement obligations have been fulfilled, such as submission of final reporting and CRF payments to OECM).

4.3.1 Master Agreement Launch

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

To support Customers, OECM 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).

OECM 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 18, 2019
Proponent's Information and OTP Demonstration Session:	2:00 pm on January 10, 2020
Proponent's Deadline to Submit Questions:	5:00 pm on January 17, 2020
OECM's Deadline for Issuing Answers:	January 24, 2020
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on January 31, 2020
OECM's Deadline for Issuing Final Documents:	February 7, 2020
Closing Date:	2:00:00 pm on February 18, 2020
Anticipated Master Agreement Start Date:	May, 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>;

“Browser” means any browser toll used by Customers to access the System Solution;

“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 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 OECCM 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 OECCM, the Customer, the Proponent or any third-party; (ii) all information (including Personal Information) that OECCM 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 OECCM 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 OECCM 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;

“Configuration” means the bespoke set-up of the COTS System Solution as required to meet Customer needs;

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

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

“Customer” is typically an organization such as educational entities (e.g. Ontario District School Boards);

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

“Customization” means the development of new capabilities for the System Solution to meet Customer needs;

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

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

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

“Hosting” means the provision of a supported infrastructure environment on which the System Solution is installed;

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

“Integration” means the linking of the System Solution to any other system via an electronic interface;

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

“Maintenance” mean the proactive Services provided by the Supplier to maintain full functionality of the System Solution

“Master 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 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 in Canadian funds, for the System Solution and Related Services as set out in the Proponent’s submitted Appendix C - Commercial Response;

“Request for Proposals” or **“RFP”** means this Request for Proposals #2019-349 issued by 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 System Solution and related services to be provided or performed by the Supplier, under the Master Agreement, and includes everything that is necessary to be supplied, provided or delivered by the Supplier;

“System Solution” means all Deliverables to be provided 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 OECM and has assumed full liability and responsibility for the provision of Deliverables pursuant to the Master Agreement either as a single Supplier or a lead Supplier engaging other suppliers or Subcontractors;

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

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

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

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

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

APPENDIX B – FORM OF MASTER AGREEMENT

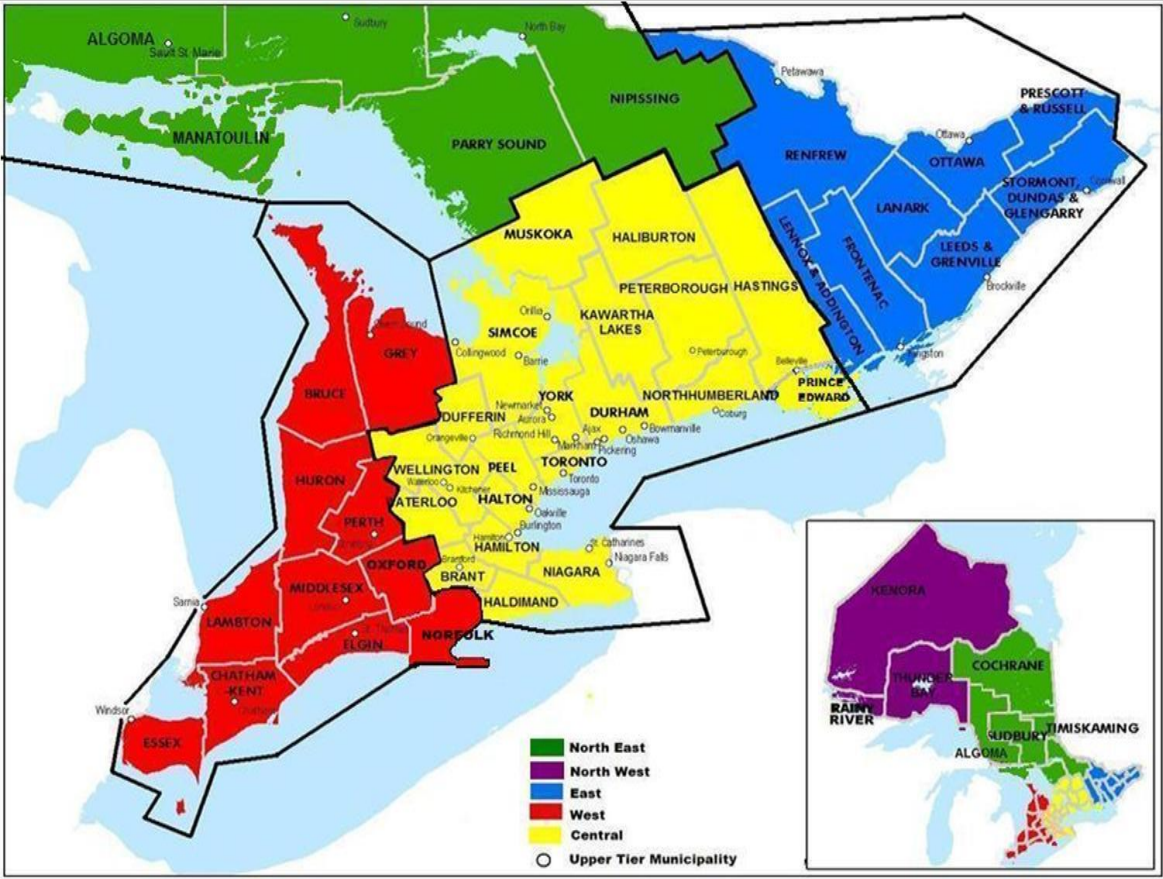
This appendix is posted as a separate PDF document.

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			

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

Final reporting requirements will be determined during negotiations.

APPENDIX G – PERFORMANCE MANAGEMENT SCORECARD

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

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

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

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

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

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

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

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

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

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

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

Supplier Performance Measures			
Key Performance Indicator	Performance Measurement	Performance Goal	Penalties
Service Availability	Overall availability of the Service	99.9% minimum	
Time to Restore	Time to restore the functionality of systems, including mainframe and servers.	One hour, 98% of the time	

Supplier Performance Measures			
Key Performance Indicator	Performance Measurement	Performance Goal	Penalties
System Downtime – Unscheduled	The amount of time that the system has an unscheduled downtime;	No more than 1 hour per month	As per Customer's requirements
Disaster Recovery	Ability to recover the systems in the event of a disaster, with all systems functional and effectively working.	2 to 8 hours	
Timeliness Backup	Percentage of time that the backups are performed on time and free from errors and omissions.	99.9% minimum	
Service Desk Availability	Response time by a service desk agent to an inquiry received via phone, email, web site, or fax during the business hours (7 days per week, 12 months per year)	99.9% minimum	
Initial Load Time	Time from request to completion of loading of last page element on logon screen	<1500 milliseconds	
Total Login Time	time from submission of valid logon credentials to loading of last page element of landing page	<2000 milliseconds	

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

APPENDIX H – CODE OF CONDUCT

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