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CLOUD TECHNOLOGY

REQUEST FOR PROPOSALS

Issued by OECEM

OECEM Request for Proposals Number: #2014-203

Request for Proposals Issued On: October 9, 2014

Proponent's Proposal Submission Deadline: 2:00:00pm on November 12, 2014 Local Time
in Toronto, Ontario, Canada

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

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation to prospective Proponents to submit Proposals for the provision of Cloud Technology (“Services”) on an as-and-when-required basis to support OECM Clients as further described in Part 2 – Deliverables (the “Deliverables”).

OECM Clients are:

- School Boards;
- Colleges of Applied Arts and Technology (“Colleges”);
- Universities; and
- Broader Public Sector (“BPS”) organization in the Province of Ontario.

This RFP is issued by OECM.

1.2 Ontario Broader Public Sector Procurement Directive

OECM Clients, as applicable, are obligated to adhere to the Ontario Broader Public Sector (“BPS”) Procurement Directive effective April 1, 2011 issued by the Ontario Management Board of Cabinet.

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

The purpose of the directive is:

- To ensure that goods and services, including construction, consulting services, and information technology are acquired by BPS organizations through a process that is open, fair, and transparent;
- To outline responsibilities of BPS organizations throughout each stage of the procurement process; and
- To ensure that procurement processes are managed consistently throughout the BPS. The directive applies to all School Boards, Colleges and Universities in Ontario; and

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

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

Visit the following website for the complete BPS Procurement Directive document - http://www.fin.gov.on.ca/en/bpssupplychain/documents/bps_procurement_directive.html.

1.3 BPS Organizations

BPS entities are public sector entities defined under the *Broader Public Sector Accountability Act, 2010*, include the following:

- Every hospital;
- Every school board;
- Every university in Ontario and every college of applied arts and technology and post-secondary institution in Ontario whether or not affiliated with a university, the enrolments of which are counted for purposes of calculating annual operating grants and entitlements;
- Every approved agency designated as a children’s aid society under subsection 15 (2) of Part I of the *Child and Family Services Act*;

- Every community care access corporation;
- Every corporation controlled by one or more designated broader public sector organizations that exists solely or primarily for the purpose of purchasing goods or services for the designated broader public sector organization or organizations;
- Every publicly funded organization that received public funds of 10 million dollars or more in the previous fiscal year of the Government of Ontario; and
- Every organization that is prescribed for the purposes of this definition.

1.4 Overview of OECM

OECM, incorporated in 2006, is a non-for-profit/non-share corporation that leads collaborative strategic sourcing initiatives to lower costs and increase efficiencies for publicly assisted Ontario School Boards, Colleges and Universities as well as other BPS organizations.

Working in collaboration with Clients, OECM:

- Establishes, promotes and manages non-mandatory agreements for services commonly used throughout their Client community;
- Supports Client's access and use of OECM agreements through analysis, reporting and the development of tools, guides, and other materials;
- Actively promotes adherence to the Ontario BPS Procurement Directive in all phases of the sourcing and agreement lifecycle;

OECM currently has the following Clients using one (1) or more OECM agreements:

- Two-hundred and sixty-five (265) Clients in total;
- One-hundred and fourteen (114) School Boards, Colleges and Universities; and
- One-hundred and fifty-one (151) other BPS organizations.

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

Year over Year	Spend Growth %
2011 over 2010	158%
2012 over 2011	60%
2013 over 2012	50%
August 2014 over August 2013	38%

The above information is as of August 2014. For more information about OECM, please visit <http://www.oecm.ca/>.

1.5 OECM Geographical Zones

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

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

1.6 School Board, College and University Zone Information

OECM supports collaborative sourcing initiatives for one-hundred-and-eighteen (118) SCU's. The approximate number of SCU's and students in each Zone is set out below and further illustrated in Appendix H:

SCUs	# of SCU's	Approximate Number of:	
		Staff	Students
School Boards	72	127,213	2,031,205
Colleges	24	36,113	220,743
Universities	22	Not available	447,336
Totals:	118	163,326	2,699,284

The above information is as of July 2014. Refer to the following websites for more information:

- <http://www.edu.gov.on.ca/eng/educationFacts.html>
- <https://www.ocls.ca/FTEs>
- <http://www.ocul.on.ca/node/21>

1.7 Other BPS Clients

One hundred and fifty-one (151) other BPS Clients are currently using one (1) or more OECM agreements. The approximate number of organizations in each Zone is set out below.

Zone	Developmental, Community Care & Other Health Agencies	Agencies	Municipalities	Libraries	Hospitals	Grand Total
Central Zone	24	15	30	13	0	82
East Zone	3	5	8	2	0	18
North East Zone	5	9	14	2	0	30
North West Zone	0	2	2	2	2	8
West Zone	5	4	1	0	3	13
Totals:	37	35	55	19	5	151

The above information is as of August 2014.

1.8 OECM Client Advisory Group

The following OECM Clients have been involved with the development of the requirements set out in this RFP:

Client	Client's Website
Algoma District School Board	http://www.adsb.on.ca/
Catholic School Board of Eastern Ontario	http://www.cdsbeo.on.ca/
Waterloo Region District School Board	http://www.wrdsb.ca/

In addition, the following OECM Clients have provided feedback on the requirements set out in this RFP:

Client	Client's Website
Cambrian College of Applied Arts and Technology	www.cambriancollege.ca/
Fanshawe College of Applied Arts and Technology	www.fanshawec.ca

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

1.9 Objective of this RFP

The primary objective of this RFP is to procure Services for OECM Clients to satisfy their needs as described in Part 2 – The Deliverables.

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

- Provide Clients with reliable and scalable Services, demonstrating value for money;
- Provide Clients excellent technical and project management supports for migration;
- Provide Clients responsive, timely customer and account management support;
- Reduce the costs of competitive procurement processes associated with the provision of Services and Services.

1.10 Type of Agreement for Deliverables

It is OECM's intention to enter into provincial wide multi-supplier Master Agreement ("Agreement") with up to three (3) Preferred Proponents, based on the terms and conditions set out in Appendix A of this RFP, for the provision of the Deliverables to Clients who execute a Client Supplier Agreement ("CSA").

The Term of the Agreement is intended to be for a period of three (3) years, with an option in favour of OECM to extend the Term of the Agreement on the same terms and conditions for two (2) additional period of up to two (2) years each.

Client participating in the Agreement will execute a CSA with the Supplier as attached in Appendix A. The Supplier and Client, when executing a CSA, may mutually agree to additional terms and conditions (e.g. Client's business hours, reporting, invoice formatting, payment terms, security clearance checks, ensuring the additional terms and conditions are not in any way inconsistent with the Form of Agreement agreed to by OECM and the Supplier.

It is anticipated that the Agreement will be executed on or about December 2014. The Agreement must be signed before the provision of any Deliverables commences.

By submitting a Proposal, a Proponent is agreeing to all of the requirements of this RFP.

1.11 Limited Negotiation

The Preferred Proponent may be invited to discuss the Agreement finalization with OECM with respect to the terms and conditions set out on the Proponent's submitted Appendix I – Compliance to Agreement, and any reduction in Rates and/or any increases in benefits to OECM Clients related to any negotiated outcome.

The Proponent is advised that in the course of limited negotiations, OECM will not agree to Rates that exceed those proposed in the Proponent's Rate Bid Form or to change or modify the Form of Agreement (Appendix A) that in OECM's opinion are beyond the scope of the limited negotiations.

By asking the Proponent to set out its concerns with any proposed changes to the Appendix A, OECM is not agreeing to make any such changes. Non-conflicting terms and conditions from the Supplier may be included in the Agreement, upon mutual agreement between the parties.

OECM reserves the right to terminate negotiations of clauses of the Agreement or Appendix I with the Preferred Proponent, in OECM's sole and absolute discretion, at any time and will not be held accountable to the Preferred Proponent as a result of OECM exercising this right to terminate. For certainty, OECM makes no commitment to the Preferred Proponent that the Agreement will be executed. The Preferred Proponent acknowledges that the commencement of any discussions does not obligate OECM to execute the Agreement.

1.12 Client-Supplier Agreements

To encourage the use of the Agreement resulting from this RFP, OECM and the Supplier will work together to engage Clients in this sourcing initiative.

OECM encourages the Supplier to actively promote the Agreement to Clients by:

- Executing CSAs with interested Clients;
- Providing excellent customer and technical service;
- Providing a well-defined implementation plan with applicable Client involvement; and
- Identifying improvement opportunities.

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

- Using online communication tools to inform and educate;
- Holding information sessions and/or webinars, as required;
- Attending, where appropriate, Client events;
- Facilitating CSA execution;
- Providing effective business relationship management;
- Facilitating issue resolution; and
- Marketing improvement opportunities.

1.13 Proponent Consortium Information

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

- One (1) of the members of the consortium shall identify itself as the Proponent and shall complete, sign, and submit with its Proposal the Form of Offer (Appendix B) on behalf of the consortium;
- The Proponent must also complete, sign and submit the Consortium Information (Appendix F) listing all other consortium members and what each will supply; and
- The Proponent shall assume full responsibility and liability for the work and actions of all consortium members with respect to the obligations to be assumed pursuant to this RFP.

1.14 No Guarantee of Volume of Work or Exclusivity of Agreement

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

Nothing in this RFP is intended to relieve the Proponent from forming its own opinions and conclusions with respect to the matters addressed in this RFP. Transaction activity described is an estimate only and may not be relied on by the Proponents. Estimates are intended to be used by OECM for the purpose of evaluating the Proposals.

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

1.15 Rules of Interpretation

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

- Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender;
- Words in the RFP shall bear their natural meaning;
- References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”;
- In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words;
- Unless otherwise indicated, time periods will be strictly applied; and
- The following terminology applies in the RFP:
 - Whenever the terms “must” or “shall” are used in relation to OECM or the Proponent, such terms shall be construed and interpreted as synonymous and shall be construed to read “OECM shall” or the “Proponent shall”, as the case may be.
 - The term “should” relates to a requirement that OECM would like the Proponent to address in its Proposal.
 - The term “will” describes a procedure that is intended to be followed.

1.16 Definitions

Unless otherwise specified in this RFP, capitalized words and phrases have the meaning set out in the Form of Agreement attached as Appendix A to this RFP.

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

“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;

“Business Continuity Plan” means the documents created by the Proponent which describes how the Proponent will maintain continuity of its operations and its commitment and ability to provide to the Clients the Deliverables identified as time critical during an event of force majeure, or other emergency, disaster or disruption;

“Business 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;

“Broader Public Sector” or “BPS” means all Municipalities, Academic Institutions, School Boards, Health Care Providers and Major Transfer Payment Recipients in the Province as set out in the Ontario *Broader Public Sector Accountability Act, 2010*. Please see <http://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/EN/bpsdef.html> for more details of these organizations;

“Client” means publicly assisted School Boards, Colleges of Applied Arts and Technology, Universities, and Ontario Broader Public Sector organizations including Publicly Funded Organizations (“PFOs”) and Not For Profit Organizations (“NFPs”) that may acquire the Deliverables under the resulting Agreement;

“Client Supplier Agreement” or **“CSA”** means the agreement in the form of Schedule 2 of the Form of Agreement to be entered into between the Supplier and a Client setting out specific Deliverables required by the Client. The Supplier must provide OECM with a copy of all executed CSAs;

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

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

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

“Deliverables” means the Services identified in this RFP to be delivered or provided by the Preferred Proponent in accordance with the requirements set out in this RFP during the Term of the Agreement;

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

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

“OECM” means the Ontario Education Collaborative Marketplace;

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

“Personal Information” has the meaning set out in the Agreement;

“Preferred Proponent” means the Proponent that OECM has identified as the highest scoring Proponent in accordance with the evaluation process set out in this RFP;

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

“Proponent’s Proposal Submission Deadline” means the Proposal submission date and time as set out in Section 4.1.1 and may be amended from time to time in accordance with the terms of this RFP;

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

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

“Rate Bid Form” means the form contained in Appendix C of this RFP;

“Request for Proposals” or **“RFP”** means this Request for Proposals #2014-203 issued by OECM for the provision of Cloud Technology, including all amendments or addenda thereto;

“RFP Coordinator” means the individual identified on the front cover and in Section 4.2.1 of this RFP;

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

“Subcontractor” includes the Supplier’s subcontractors or third party service providers or its respective directors, officers, agents, employees or independent contractors, who shall fall within the meaning of Supplier for the purposes of the Agreement;

“Supplier” means a Preferred Proponent who has assumed full liability and responsibility for the provision of Deliverables to a Client pursuant to an Agreement;

“Term” has the meaning set out in Section 1.10;

“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

“Zones” means the OECM geographical boundaries within the Province of Ontario as identified in Appendix G.

[End of Part 1]

PART 2 - THE DELIVERABLES

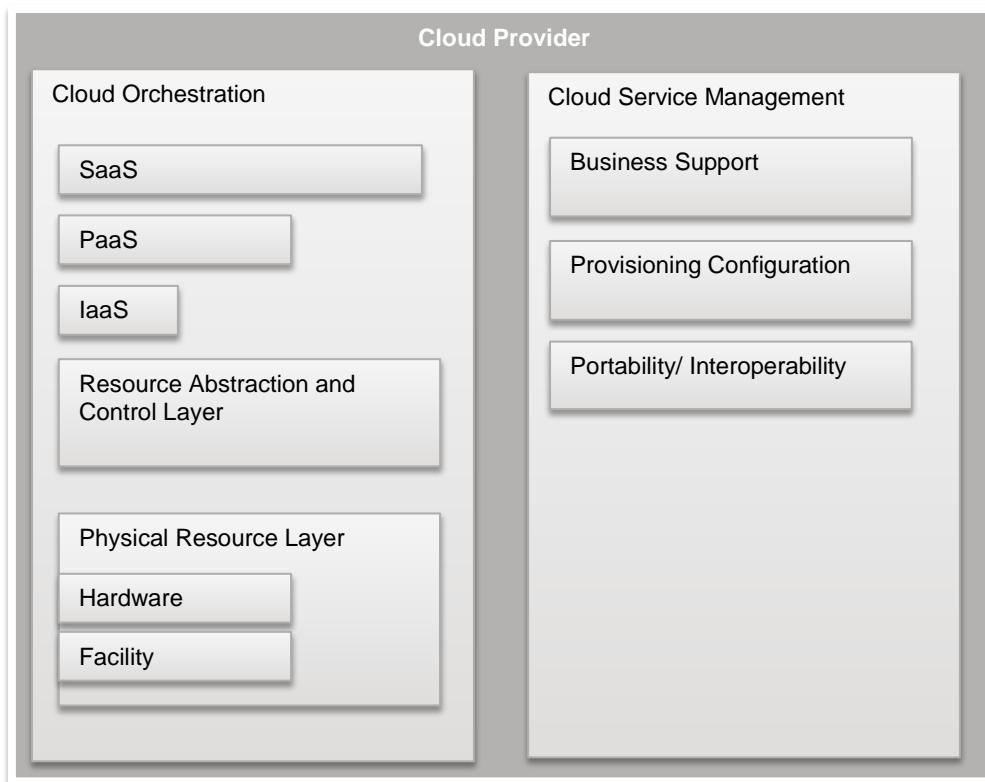
2.1 Current Cloud Computing Environment

OECM Clients have various plans to use cloud computing services and some are in various stages of implementing the suitable cloud computing solutions that are applicable to their requirements, contributing to Client's overall information communication technology management, and to support Clients in teaching, learning and general administration.

Clients may have already adopted Hyper-V, XenServer, or VMware in their cloud environment as a hypervisor.

The overall objective of adopting cloud computing services is to adopt a service oriented approach to provide an agile enterprise IT environment where common infrastructure and services can be shared, reused and provisioned on demand to meet business needs, while achieving cost savings.

The cloud computing framework, as illustrated below, provides a high-level overview of the key functional components for Client's Cloud Computing Services.



2.2 Supplier Experience and Capabilities

The Supplier is expected to possess the following experience and capabilities:

- Have demonstrated experience in provisions of proposed Services to organizations of similar size;
- Have a minimum of three (3) geographically dispersed data centers within United States and Canada;
- Have knowledgeable resources (e.g. technical expertise, project management) to support a variety of project specific requirements (e.g. migration) of participating Clients;

- Provide Clients with reliable and scalable Services with robust data security;
- Provide professional and timely customer service on questions and issues that arise from daily operations; and
- Work in a cooperative manner with Clients to provide savings resulting from operational efficiencies.

2.3 Mandatory Requirement

The Supplier must meet Ontario's privacy legislation requirements during the Term of the Agreement.

2.4 General Technical Requirements

The Supplier shall provide Services that meet the following Cloud Computing essential characteristics as defined by National Institute of Standards and Technology ("NIST"):

- On-demand self-service;
- Broad network access;
- Resource pooling;
- Rapid elasticity; and
- Measured service.

For definition and description of each essential characteristic, please refer to NIST website <http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf>

2.5 Description of Deliverables

The Supplier shall provide a broad range of Services that are available to meet the Cloud Technology needs of Clients including but not limited to the following:

- Infrastructure as a Services ("IaaS")
 - Storage;
 - Virtual Machines; and
 - Virtual Network
- Platform as a Service ("PaaS")

2.6 Infrastructure as a Service

The Supplier shall provide IaaS that meets the needs of Clients including but not limited to the following:

- A managed network, storage, server and virtualization layer with managed technology refresh cycle;
- Virtual machines, storage and bandwidth dynamically or on-demand, as required;
- A secure, dual factor method of remote access which allows Clients use the infrastructure; and
- Appropriate patch management.

2.6.1 Storage

The Supplier shall provide storage that meets the following requirements at a minimum:

- Online, on-demand virtual storage for files and/or objects;
- Ability to access and modify files and/or objects (e.g. data objects) stored via the internet;
- Ability for Clients to perform a variety of commands on the files and/or objects (e.g. VIEW, COPY, MOVE, DELETE); and
- Sufficient bandwidth to transfer files and/or objects in and out of the provided infrastructure meeting Client's requirements.

2.6.2 Virtual Machine

The Supplier shall provide scalable, redundant, dynamic computing capabilities or virtual machines. The requirements include but not limited to the following:

- On-demand virtual server instances;
- Ability to dynamically allocate virtual machines based on load with no service interruptions;
- Ability to copy or clone virtual machines for archiving, troubleshooting and testing;
- Support a multi-tenant environment;
- Central Processing Unit ("CPU") processors that support 32-bit or 64-bit operations;
- Supports various types of operating systems (e.g. Windows, LINUX) including specific distributions (e.g. Ubuntu, Windows Server 2008 R2 and 2012/2012 R2);
- Various sizes of Random Access Memory ("RAM") meeting Client's requirements;
- Various sizes of disk space meeting Client's requirements; and
- Sufficient bandwidth to transfer files and/or objects in and out of the provided infrastructure meeting Client's requirements.

2.6.3 Virtual Network

The Supplier shall provide virtual network that meet the following requirements at a minimum:

- Ability to provision network resources on demand;
- Ability to support a networked multi-tenant environment;
- Network security boundaries separating different tenants; and
- Ability to acquire public IP addresses on demand.

2.7 Platform as a Service

The Supplier shall provide Client hosting Services including but not limited to the following:

- Web application hosting in the cloud, enabling scalable, redundant and dynamic web hosting;
- Central Processing Unit ("CPU") processors that support 32-bit or 64-bit operations;
- Supports various types of operating systems (e.g. Windows, LINUX) including specific distributions (e.g. Ubuntu, Windows Server 2008 R2 and 2012/2012 R2);
- A variety database services;
- Support Content Delivery Network ("CDN") capabilities to provide balanced delivery of content Province wide;
- Domain Name System ("DNS") management;
- Load balancer;
- Database backup and restore; and
- Sufficient disk space and data transfer bandwidth to meet Client's requirement.

2.8 Security

The Supplier shall ensure it has sufficient security to protect its premises including data centers.

The Supplier shall also ensure it complies with relevant IT security standards, policies and reporting requirements.

Where the Supplier will maintain, access and view information that Client considers as confidential (e.g. student profile), the Supplier shall sign confidentiality agreement with Client, as required. In addition, the Supplier shall provide personnel security clearance if required by Client.

2.9 Data Management

The Supplier shall provide data management including but not limited to the following:

- Data isolation in a multi-tenant environment;
- Data remanence throughout the data life cycle; and
- Security mechanism for handling data at rest and in transit.

2.10 Monitoring and Updating Service Status

The Supplier shall provide a global status report page, which should be available online, to allow Clients access the latest and most accurate Services status (e.g. availability of network, server, virtual machine and database).

In addition, the Supplier shall provide monitoring and regular updates to Clients in a timely fashion, as requested, on elements including but not limited to the following:

- Catastrophes;
- Order placement of the accounts;
- Service failures; and
- Actual time to repair.

2.11 Additional Backup Services

The Supplier shall provide additional backup Services to Client as required (e.g. subscription backup services, offsite FTP server backup).

2.12 Disaster Recovery and Business Continuity

The Supplier shall have a well-defined disaster recovery and business continuity programs including processes, policies, and procedures related to preparing for recovery or continuation of Services.

OECM and its clients may require the Supplier to provide information and /or elements about the Suppliers disaster recovery and business continuity plan.

2.13 Additional Disaster Recovery Services

The Supplier shall provide Clients additional Disaster Recovery (“DR”) Services for replication and recovering applications and/or data as requested.

2.14 Managed Solution

The Supplier shall provide managed solutions to Clients as requested, the managed solution may include but is not limited to the following:

- Off-site backup retention;
- Operating System (“OS”) monitoring, patching, administration and security;
- Portal and cloud operations;
- Scheduled backup and restore Directory services; and
- Virtual machines and OS deployment.

2.15 Other Services

During the Term of the Agreement, Clients may request other Services including but not limited to the following:

- Bare metal servers;
- Identity management;
- Software as a Service (“SaaS”); and
- Training related to Cloud.

2.16 Transition and Implementation

The Supplier should provide Clients supports on account setup at no costs, ensuring seamless transition and minimal service disruption. The Supplier will provide implementation and training plans to Clients prior to implementation as required. The plan should include activities, estimated timeline, personnel and required Client resources.

2.16.1 Migration Services

The Supplier shall provide Client migration Services including but not limited to the following:

- Applications;
- Servers; and
- Databases.

2.17 Resource Provision

The Supplier shall provide Client customizable online tools (e.g. portal and/or interface) and Application Programming Interface (“API”) to enable Service provisioning and de-provisioning.

Client may also use other methods (e.g. phone, fax, email) as needed to communicate on issues related to account management (e.g. new account setup, request for support).

2.18 Optional Collaborative Initiatives

During the Term, OEMC may work with Clients to aggregate Services (e.g. virtual machines, storage, RAM), standardize configurations (e.g. security, backup, DR requirements) and/or standardize processes among multiple Clients. OEMC may request a higher minimum discount percentage and/or lower maximum Rates. The expectation is the Supplier will work with OEMC and Clients to provide savings resulting from better operational efficiency.

2.19 Technology Refresh

During the Term, new Services and /or features may be available as a result of technology advancement, the Supplier shall keep Clients and OEMC informed and make these Services and / or features available to Clients.

2.20 Invoicing

The Supplier shall submit to the Client invoices after Services have been provided. The invoices will be in either paper or electronic format, as detailed in the Client’s CSA. The invoice shall be itemized and contain, at a minimum, the following information:

- Invoice number;
- Client’s organization;
- Client’s contact person who placed orders;
- Itemized Service type;
- Service description;
- Period of Services provided;
- Unit Rate per Service charged; and
- Extended total (Unit price x Quantity, excluding taxes).

2.21 Payment Terms

The Client’s standard payment terms are net thirty (30) days. Different payment terms (e.g. prepay) may be agreed to when executing CSAs.

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

2.22 Agreement Administration and Support to Client

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

2.22.1 Customer Support

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

- A responsive account executive (or a team of personnel lead by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing administrative support;
- The Supplier's team must be responsive to the needs of the Clients (i.e. next Business Day response), provide requested information and documentation in a timely manner and issue resolution;
- Ensuring minimal disruption to the Client;
- Easy access to the Supplier (i.e. by toll free telephone number, email, voicemail, and fax);
- Day-to-day support (e.g. process issues, help desk/technical, and administrative support);
- Establishing an ongoing communications program with the Client (e.g. new Services available);
- Attending quarterly business reviews with Clients or other meetings, as requested; and
- Providing reports to Clients, as required.

Where the Supplier is part of a consortium, reseller network, it is the Supplier's responsibility to ensure Clients receive the same customer support.

2.22.2 Reporting to Clients

The Supplier should provide Client reports including but not limited to the following:

- Service Level Agreement ("SLA") report including service availability, major outages and other SLA violations;
- Average mean time to respond and resolution; and
- Service utilization rate.

The Supplier and Client may mutually agree upon the type of report and related reporting frequency, such requirements if any shall be detailed in Client's CSA.

2.23 Agreement Management Support to OEM

2.23.1 Account Management Support

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

- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement, including respecting the Clients mandatory requirement to fulfill their supply chain code of ethics as set out in the BPS Procurement Directive;
- Promoting the Agreement as set out in Section 1.12 of this RFP within the Client community;
- Attending quarterly business review meetings with OEM to review SLA performance metrics, CSAs, Deliverables, sales, issue management, opportunities for improvement, and other appropriate business activities;
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- Monitoring, managing and reporting pricing, savings and service quality (including customer support);
- Conducting comparative analysis (e.g. saving analysis to Clients) and surveys regularly during the Term of the Agreement to ensure customer satisfaction and support Client's strategic directions; and
- Submission of Service sales report, any ad hoc reports and the applicable Cost Recovery Fee ("CRF") on time.

2.23.2 Performance Management

During the quarterly business review as mentioned in Section 2.23.1 above, OECM may review the Key Performance Indicators (“KPIs”) with the Supplier. The KPIs, related definitions and measurement may include one (1), several or all of the following:

Service-level category	KPIs	Definition	Unit of measurement
Availability	Service Window	Time window within which KPIs are measured	Time Range
	Service/System Availability	Percentage of time that service or system is available	Percentage (%)
	Meantime between failure (“MTBF”)	Meantime between failure	Time Units
	Meantime to repair (“MTTR”)	Meantime to repair	Time Units
Performance	Response time	Response time for composite or atomic service	Seconds
Performance	Elapsed time	Completion time for a batch or background task	Time units
	Throughput	Number of transactions or requests processed per specified unit of time	Transaction or request count
Capacity	Bandwidth	Bandwidth of the connection that supports a service	Bps
	Processor speed	Clock speed of a processor	MHz
	Storage capacity	Capacity of a temporary or persistent storage medium, such as RAM, SAN, disk, or tape	Percentage (%)
Reliability	Service/System reliability	Probability that service or system is working flawlessly over time	Percentage (%)
Scalability	Service/System scalability	Degree to which the Service or system can support a defined growth scenario	Yes/No, or description of scalability upper limit
Security	Standard Level of Security for: - Building facility; and - Systems and network.	Security events and incidents	Number of events per day

The unit of measure of the KPIs will be based on the proposed responses and finalized during Agreement finalization.

2.23.3 Reporting to OECM

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

- Client’s organization name;
- Client contact;

- Invoice date;
- Invoice number;
- Itemized Service type;
- Service description;
- Period of Services provided;
- Unit Rate per Service charged;
- Extended total (Unit price x Quantity, excluding taxes);
- Subcontractor name if available;
- Client Sector (e.g. School Board, College, University, BPS);
- OECM Zone; and
- Cost Recovery Fee (i.e. subtotal, HST and total);

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

- Client-Supplier Agreement status (e.g. executed in the previous month, pending execution);
- SLA report including service availability, major outages and other SLA violations;
- Service utilization rate; and
- Quick Quote report including the following information:
 - Quick Quote references;
 - Client's organization name;
 - Client contact;
 - Nature of the Quick Quote (e.g. committed volume, project based requirements);
 - Value of the Quick Quote; and
 - Quick Quote status (e.g. submitted to Client, due date to Client);

The Supplier shall be responsible for any other ad hoc reports requested by OECM.

2.24 Unilateral Amendments to Service Features

The Supplier shall notify OECM and Clients significant changes in terms of Service in writing at least thirty (30) days prior to the change effective date.

2.25 Termination

At the time of termination, the Supplier shall provide Client the following at a minimum:

- Retention and access periods to allow Client an opportunity to transfer data out;
- Retention period or purge requirements to help Client ensure security, compliance and confidentiality;
- Allow data to be exported in a format that can be used by Client; and
- Migration support to transfer data out to Client's specified location (e.g. in house, another provider) as required.

2.26 Licenses, 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. 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 Laws to hold or obtain any such licence, right to use and approval to carry on an activity contemplated in its Proposal or in the Agreement, neither acceptance of the Proposal nor execution of the Agreement by 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.

2.27 Accessibility for Ontarians with Disabilities Act

OECM and its Clients are committed to the highest possible standards for accessibility. The Supplier must be capable to recommend and deliver, as appropriate for each Deliverable, accessible and inclusive

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

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

Suppliers are required to comply with the Client's accessibility standards, policies, practices, and procedures, which may be in effect during the Term of the Agreement and which apply to the Deliverables to be provided by the Supplier.

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

2.28 Pay Per Use

The Supplier shall support pay per use based pricing model which Client only pays for the actual resource time used, if required by Client.

2.29 Pricing Methodology

Two (2) types of Rates shall be applicable to the Services in the Agreement resulting from this RFP:

- Minimum percentage discount off list (e.g. Canadian public price list, Education price list or the Supplier's price list); and
- Maximum Rates for data transfer.

The Proponent shall provide in Microsoft Excel format, a list of resource configuration (e.g. GB) included in its price list.

2.29.1 Quick Quote Process

Clients will have two (2) options when purchasing Services from the Agreements resulting from this RFP:

- Purchase required Services directly from a Supplier based on the available Services using the minimum percentage discount off set out in the Agreement (i.e. without using a Quick Quote process); or
- Issue a Quick Quote to obtain the Services, solutions and / or better Rates based on unique or specific requirements including but not limited to the following:
 - Committed usage;
 - Project based requirements; and
 - Managed solution.

If a Quick Quote is issued, the Client or OECM will invite one (1) or more Suppliers, via email, to submit a quote for the specific Services, volume and/or requirements at that specific time. The Supplier shall respond, setting out the following at a minimum:

- Net Rates; and
- Response to any unique requirements (e.g. migration Services), if applicable.

Responses to Quick Quotes will be assessed. More than one (1) Supplier may be chosen to provide Services based on a variety of factors such as, but not limited to:

- Lowest Rate;
- Proposed Solution;
- Project timeline; and
- Service availability.

2.29.2 Optional List Price Refresh

The appropriate list (e.g. Canadian public price list, Education price list or the Supplier's price list) price shall be held firm until March 31, 2015 and refreshed every three (3) months thereafter. During the list price refresh, the minimum percentage discount off list will not be changed.

Any decreases to the Canadian public price list, Education price list or the Supplier's price list shall be accepted at any time during the Term of the Agreement.

2.30 Optional Pricing Refresh

Proposed minimum percentage off list and maximum Rates for data transfer submitted in response to this RFP will remain firm until December 31, 2015. For certainty, the Supplier cannot reduce the minimum percentage off list on Services or increase the maximum Rates on Services between the effective date of the Agreement and December 31, 2015 inclusive.

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

As part of any review OECM will consider pricing adjustments that reflect changes in operation adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, or ordinances. OECM may use a third party index (e.g. CPI) in its Rates review. OECM will not consider any fixed costs or overhead adjustments in its review. Supplier performance received under the Agreement will be considered when contemplating any proposed Rate increase.

The Supplier shall provide a written notice to OECM at least ninety (90) days prior January 1, 2016 if requesting pricing refresh.

Should the Supplier request a pricing refresh, the following table provides an example of activities and related timelines for a January 1, 2016 pricing refresh, if applicable:

Activity	Deadline
Supplier submits request to OECM together with supporting documents:	October 1, 2015
OECM analyzes Rates on or about:	November 1, 2015
Deadline to send communication to Clients:	December 1, 2015
Effective date of new agreed upon Rates:	January 1, 2016

After January 1, 2016, there will be an opportunity for price refresh every twelve (12) months.

Clients require a minimum of thirty (30) days prior notice on any Rate change. If for any reason, the Supplier and OECM cannot agree on the new Rates within the specified timeframe, the effective date of new Rates will be adjusted to allow for thirty (30) days prior notice to Clients.

If a pricing refresh is not requested the minimum discount percentage or the maximum Rates will remain the same until next scheduled pricing refresh.

Increases to any minimum discount percentages or decreases to any maximum Rates shall be accepted at any time during the Term of the Agreement.

Agreements will be amended accordingly, if necessary.

2.31 OECM Cost Recovery Fee ("CRF")

As a not-for-profit/non-share corporation, OECM recovers its operating costs from its agreements through CRF.

CRF from the resulting Agreement from this RFP and other OEMC agreements are structured to support OEMC's financial model, while providing savings to Clients.

The Supplier shall pay to OEMC a CRF of three percent (3%), based on before tax amount invoiced by the Supplier to the Clients for Deliverables acquired through the Term of the Agreement.

The CRF shall include all sales, and the Supplier shall pay to OEMC by the fifty (5th) Business day following the end of each calendar quarter. HST is applicable on the CRF payments made to OEMC:

- The first CRF shall be paid to OEMC by April 7th, 2015 and include any Client purchases made between the Agreement effective date and March 31, 2015; and
- The CRF shall be paid to OEMC quarterly based on calendar quarter thereafter.

Detailed reporting requirements are set out in Appendix A – Form of Agreement.

[End of Part 2]

PART 3 - EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

OECEM will conduct the evaluation of Proposals in the following six (6) stages:

Stages	Evaluation	Scoring Methodology Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Mandatory Requirements	Pass/Fail	Pass
Stage II	Rated Requirements	700	See Section 3.3 and Appendix E
Stage III	Optional Demonstration & Presentation	No Point Allocation	Not Applicable
Stage IV	Pricing	465	Not Applicable
Stage V	Cumulative Score	1165	Not Applicable
Stage VI	Tie Break	No Point Allocation	Not Applicable

3.2 Stage I – Review of Mandatory Requirements (Pass/Fail)

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

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

Any Proposal that is not considered, by OECEM, to meet all mandatory requirements will be disqualified and not evaluated further.

A Proposal must include the following four (4) completed mandatory forms:

Appendix	Title of Appendix
Appendix B	Form of Offer
Appendix C	Rate Bid Form
Appendix F	Consortium Information (if applicable)
Appendix J	Compliance to Mandatory Requirements

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

If a Proponent fails to insert any information required in Appendix B, or fails to sign Appendix B or Appendix F, OECEM may provide such Proponent with an opportunity to rectify such deficiency within a period of two (2) Business Days from notification thereof. Proposals satisfying the mandatory requirements within such period will proceed to Stage II. Proposals failing to satisfy the mandatory requirements within such period will be disqualified and not evaluated further.

3.2.1 Form of Offer - Appendix B (Mandatory Form)

Each Proposal must include a Form of Offer (Appendix B) completed fully and signed by the Proponent.

(a) Conflict of Interest

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

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

(b) Insurance

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

(c) General

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

Other than inserting the information requested and signing the Form of Offer, a Proponent may not make any changes to or qualify the Form of Offer in its Proposal. A Proposal that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the RFP may be disqualified. If a Proposal is not disqualified despite such changes or Proposals, the provisions of the Form of Offer as set out in this RFP will prevail over any such changes or Proposals in or to the Form of Offer provided in the Proposal.

3.2.2 Rate Bid Form – Appendix C (Mandatory Form)

The Rate Bid Form completed by the Proponent in accordance with the instructions contained below and in Appendix C, provided that the following shall apply:

- The Proponent shall propose minimum percentage discount off list;
- All Rates shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, materials, fuel, office support, profit, permits, licenses, labour, carriage, insurance, Workplace Safety Insurance Board costs, travel, and warranties;
- All Rates shall be quoted exclusive of the HST, or other similar taxes, each of which, if applicable, should be stated separately;
- All Rates quoted, unless otherwise instructed in this RFP, shall remain firm for the Term of the Agreement; and,
- In the event of any discrepancy in the Rates within a Proposal, the lowest Rate submitted shall prevail.

The Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the RFP, that it has factored all of the provisions of the Agreement, if any, into its pricing assumptions, calculations and into its proposed Rates indicated on the Rate Bid Form.

A Proposal that includes conditional, optional, contingent or variable Rates that are not expressly requested in the Rate Bid Form may be disqualified.

3.2.3 Consortium Information – Appendix F (Mandatory Form)

Each Proposal must include a completed and signed Consortium Information (Appendix F) if applicable to the Proponent.

3.3 Stage II – Rated Requirements (700 Points)

Stage II will consist of an evaluation and scoring of each Eligible Proposal on the basis of rated requirements.

The maximum points allocated for rated requirements are 700 points. Sub-Point allocation and minimum thresholds (if any), for each rated requirement, are set out in Appendix E.

Minimum thresholds, if required, must be achieved in order for the Proposal to receive a **pass** in this stage and proceed to Stage III of the evaluation process.

Any Proposal that does not meet the required minimum threshold for applicable rated requirements will receive a **fail** and not proceed to Stage III of the evaluation process.

Each Proposal will be awarded points based on the Proponent's response to the information contained in Appendix E of this RFP.

It is important that Proposals clearly provide all the necessary information so that a thorough assessment of the Proponent's experience, qualifications, and capabilities can be made. Responses and substantiating documentation should be direct and grouped together in Appendix E to ensure the evaluation team is able to locate particular information.

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

Proposals that do not respond to a particular rated requirement, are left blank or contain a response or n/a or not applicable will receive a zero (0) point score for that requirement. Where the evaluation team cannot reasonably find responses to a rated requirement, a zero (0) point score will be assessed for that rated requirement.

The response to **each** rated requirement in Appendix E should:

- Be complete (bullet point format is acceptable);
- Be limited to **two (2)** pages excluding appendices and exhibits;
- Be concise and factual; and
- Demonstrate the Proponent's understanding of Clients' business needs by providing answers validating its capabilities.

The following is an overview of the point allocation and minimum score requirements, if any, for the applicable rated requirement components of this RFP:

Rated Requirement Components	Available Points	Minimum Threshold Required (if applicable)
1. Proponent's Overview, Experience & Logistic Capability	60	36
2. Operational Management	180	108
3. Data Management	150	90
4. Ordering Management	100	Not Applicable
5. Account Management	100	Not Applicable

Rated Requirement Components	Available Points	Minimum Threshold Required (if applicable)
6. Project Management	50	Not Applicable
7. Customer Support & Account Management	50	Not Applicable
8. Other Services	10	Not Applicable
TOTAL POINTS FOR RATED REQUIREMENTS:	700 Points	Not Applicable

Detailed rated requirements, including sub-point allocations are set out in Appendix E.

A minimum threshold for rated requirements, as noted above, must be achieved for any Proponent to move onto the next evaluation stage.

3.4 Stage III – Optional Demonstration & Presentation

OECM may invite up to five (5) Proponents with the highest scoring Proposals to a demonstration and presentation process. For example, if only two (2) Proponents are invited, the Proponent whose Proposal has the highest score will be invited as will the Proponent whose Proposal has the second highest score. This session is optional and will be determined at the sole discretion of OECM.

It is anticipated that the session will occur at OECM office. The Proponent should ensure its key resources are available to attend the session, if necessary.

OECM will send a notice and further detail to the Proponent being invited to present its Proposal and ordering process at least five (5) Business Days and not more than ten (10) Business Days in advance of the proposed date and time for the presentation. If the Proponent is unable to conduct the presentation at the proposed date and time, OECM will use reasonable efforts to: (i) find a mutually agreeable time on the date proposed by OECM; and (ii) if OECM and Proponent are unable to do so, find a mutually agreeable time on a day prior to the date originally proposed by OECM. Proponents may be required to answer questions from the evaluation team during this evaluation. There may be a time restriction to the question and answer period.

OECM reserves the right to revisit the Proponent's scores in the rated requirements based on information learned during the session, should it reveal that there is inconsistency between the Proponent's answers to the rated requirements and the results of the demonstration /presentation session.

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

3.4.1 Content

The Proponent may be asked to address its capabilities and processes as they relate to the deliverables in this RFP:

- Exhibit its experience and Services capability;
- Describe its operational management (e.g. scalability, technology refresh cycle, data security, SLA);
- Describe its proposed ordering process (e.g. portal, interface, API);
- Describe its customer support (e.g. technical supports); and
- Exhibit how its technology brings value, savings and innovation.

3.4.2 Attendance

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

3.5 Stage IV – Pricing (465 Points)

The Proponent shall submit one (1) completed Appendix C – Rate Bid Form.

A scenario based evaluation will be conducted for the purpose of pricing evaluation, refer to Appendix C – Rate Bid Form for scenarios.

Only at the completion of Stage III, the proposals pass the minimum thresholds in Stage II will proceed to pricing evaluation.

All Rates applicable to the Services proposed in this RFP or identified in the Proposal must be provided in the Proponent's Rate Bid Form (Appendix C).

3.5.1 Pricing Evaluation

For each category, the evaluation and scoring of the pricing will occur in the following three (3) Steps:

- Step 1 – evaluation and scoring of proposed total net Rates for scenarios;
- Step 2 – evaluation and scoring of proposed Maximum Rate for data transfer; and
- Step 3 – total scores for above two (2) steps.

Step 1 – evaluation and scoring of proposed total net Rates for each scenario:

The total net Rate of each scenario will be evaluated and scored using a relative formula (i.e. by dividing that Proponent's rate into the lowest rate bid) for proposed Rates on the Rate Bid Form.

The table below illustrates how points will be calculated for proposed Rates for each scenario:

Step 1 - EXAMPLE OF PRICING EVALUATION OF SCENARIO 1A – COMPUTATIONAL INTENSIVE		
Proposed Rates	Calculation	Resulting Points
If Proponent 1 proposes the lowest total net rate of \$100.00, that Proponent will receive 100% of the possible points.	$\$100.00 \div \100.00×75.00	75.00
If Proponent 3 bids the second lowest total net rate of \$125.00 it will receive 80% of the possible points.	$\$100.00 \div \125.00×75.00	60.00
If Proponent 2 bids the third lowest total net rate of \$200.00, it will receive 50% of the possible points.	$\$100.00 \div \200.00×75.00	37.50

This process will repeat for all scenarios and the scores will be totaled.

At the end of Step 1, the process will result in the following **hypothetical** scores on proposed Rates:

- Proponent 1 = 400 points
- Proponent 2 = 200 points
- Proponent 3 = 320 points

In this example, Proponent 1 would have the highest scoring Proposal, Proponent 3 would have the second highest scoring Proposal and Proponent 2 would have the third highest scoring Proposal for Step 1.

Step 2 – evaluation and scoring of proposed maximum Rate for data transfer:

The Maximum Rate for data transfer will be evaluated and scored using a relative formula (i.e. by dividing that Proponent's rate into the lowest rate bid) for proposed Rates on the Rate Bid Form.

The table below illustrates how points will be calculated for proposed Rates for each Rate:

Step 2 - EXAMPLE OF PRICING EVALUATION OF DATA TRANSFER, TIER 1		
Proposed Rates	Calculation	Resulting Points
If Proponent 1 proposes the lowest rate of \$1.00, that Proponent will receive 100% of the possible points.	$\$1.00 \div \1.00×15.00	15.00
If Proponent 3 bids the second lowest rate of \$1.25 it will receive 80% of the possible points.	$\$1.00 \div \1.25×15.00	12.00
If Proponent 2 bids the third lowest rate of \$2.00, it will receive 50% of the possible points.	$\$1.00 \div \2.00×15.00	7.50

When a cell is left blank or \$0.00 is entered in any cell on the Rate Bid Form, it is deemed to mean that the particular data transfer is provided to Clients **free** of charge. Therefore when evaluating and scoring the proposed Rate, the Proponent will receive the maximum sub-point allocation. The remaining Proponents will be evaluated, also using a relative formula, based on the remaining percentage of available points. For example, in a hypothetical situation where five (5) Proposals were received and one (1) Proponent proposed \$0.00 or the cell is left blank, that particular Proponent will receive the maximum sub-point allocation, and the remaining four (4) Proponents will be evaluated based on eighty percent (80%) of the available sub-point allocation.

This process will repeat for all tiers and the scores will be totaled.

At the end of Step 2, the process will result in the following **hypothetical** scores on proposed Rates:

- Proponent 1 = 65 points
- Proponent 2 = 32.5 points
- Proponent 3 = 52 points

In this example, Proponent 1 would have the highest scoring Proposal, Proponent 3 would have the second highest scoring Proposal and Proponent 2 would have the third highest scoring Proposal for Step 2.

Step 3 – total scores for above two (2) steps:

The resulting scores of steps one (1) and two (2) will be totaled.

At the end of Step 3, the process will result in the following **hypothetical** scores:

- Proponent 1 = 465 points
- Proponent 2 = 232.5 points
- Proponent 3 = 372 points

In this example, Proponent 1 would have the highest scoring Proposal, Proponent 3 would have the second highest scoring Proposal and Proponent 2 would have the third highest scoring Proposal for Stage IV, pricing.

3.6 Stage V – Cumulative Score

At the conclusion of Stage IV, the scores from Stages II and IV will be totaled and, subject to the express and implied rights of OECM, the highest scoring Proponents will become the Preferred Proponents and be invited to enter into the Form of Agreement, attached in Appendix A.

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 rated requirements scores related to the information obtained during the reference check.

3.7 Stage VI - Tie Break Process

At this stage, where two (2) or more of the highest scoring Proposals achieve a tie score on completion of the evaluation process, OECM shall break the tie by selecting the Proposal with the highest score in Stage IV – Pricing as the Preferred Proponent.

3.8 Execution of Agreement with Preferred Proponent

The Preferred Proponent will be invited to discuss the Agreement finalization, where applicable, with OECM based on its responses in Appendix I – Compliance to Agreement. OECM expects that the Agreement will be finalized within fifteen (15) days after notification of award.

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

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

3.9 Agreement Launch and Marketing

OECM will promote the use of the Agreement with Clients as set out in Section 1.12. During the post award period, the Supplier will be expected to meet with OECM, as-and-when-required, to discuss an effective collaborative Agreement launch approach.

OECM will work closely with the Supplier and requests that, where available, communications and marketing experts join discussions to achieve the desired outcome. During this period, OECM may request the following information:

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

[End of Part 3]

PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 RFP Timetable

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

RFP Timetable	
Event	Date
OECEM's Issue Date of RFP:	October 9, 2014
Proponent's Information Session:	3:00pm on October 21, 2014
Proponent's Deadline for Questions:	5:00pm on October 24, 2014
OECEM's Deadline for Issuing Addenda:	October 29, 2014
Proponent's Deadline for Questions Pertaining to Issued Addenda only:	5:00pm on October 31, 2014
OECEM's Deadline for Issuing Final Addenda:	November 4, 2014
Proponent's Proposal Submission Deadline:	2:00:00pm on November 12, 2014
Anticipated Agreement Execution:	December 2014
Agreement Start Date:	On or about December 2014

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

OECEM may amend any timeline, including the Proponent's Proposal Submission Deadline, without liability, cost, or penalty, and within its sole discretion.

In the event of any change in the Proponent's Proposal Submission Deadline, the Proponents may thereafter be subject to the extended timeline.

4.1.2 Proponent Information Session

A Proponent may, but are not required to, participate in the Proponent Information Session, which will take place at the time set out in Section 4.1.1.

A Proponent wishing to participate should register, noting its full legal name and the names of the representatives by emailing the RFP Coordinator **prior to 12:00pm on October 21, 2014**. Access to the teleconference and any applicable information will be emailed to the registered Proponents.

The Proponent Information Session may provide an opportunity for Proponents to enhance its understanding of this RFP.

The Proponent Information Session is not an opportunity for Proponent's to direct questions about the RFP document – Proponents must submit questions to the RFP Coordinator as set out in Section 4.2.1 below.

Any changes to the Proponent Information Session meeting date will be issued in an addendum on MERX™ and Bidding.

Information provided during this session will be posted on MERX™ and Biddingo.

4.1.3 Proponents to Follow Instructions

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

4.1.4 Proposals in English

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

4.1.5 OECM's Information in RFP Only an Estimate

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

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

4.1.6 Proponent's Costs

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

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

4.2 Communication after RFP Issuance

4.2.1 RFP Coordinator Contact Information

All communications regarding any aspect of this RFP must be emailed to the following RFP Coordinator:

Name: David Chan
Title: Business Analyst
Email: david.chan@oecm.ca

Proponents that fail to comply with the requirement to direct all communications to the RFP Coordinator may be disqualified from this RFP process. Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with the following as it relates to this RFP:

- Any employee or agent of OECM (other than the RFP Coordinator);
- Any member of OECM's governing body (such as Board of Directors, or advisors);
- Any employee, consultant or agent of the OECM's Clients, including working group members;
- Any elected official of any level of government, including any advisor to any elected official; and,
- Any member of the Consortium (such as Board of Governors, Board of Directors, or advisors).

4.2.2 Proponents to Review RFP

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

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

All questions submitted by Proponents shall be deemed to be received once the email has entered into the RFP Coordinators' email inbox.

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

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

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

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

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

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

4.2.3 Proponent to Notify

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

If appropriate, the RFP Coordinator will then clarify the matter for the benefit of all Proponents. Proponents shall not:

- After submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in Section 4.2.2 were present with respect to the RFP; and,
- Claim that OECM is responsible for any of the circumstances listed in Section 4.2.2 of this RFP.

4.2.4 All New Information to Proponents by way of Addenda

This RFP may only be amended by an addendum in accordance with this Section.

If OECM, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda by way on MERX™ and Bidding. 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. Proponents are responsible for obtaining all addenda issued by OECM. In the space provided in the Form of Offer, Proponents shall confirm its receipt of all addenda by setting out the number of addenda in the space provided in the Form of Offer.

Proponents who intend to respond to this RFP are requested not to cancel the receipt of addenda or amendments option provided by MERX™ and or Bidding, since it must obtain through all of the information documents that are issued on MERX™ and or Bidding.

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

4.3 Proposal Submission Requirements

4.3.1 General

To be considered in the RFP process, a Proposal must be received **on** or **before** the Proponent's Proposal Submission Deadline as set out in Section 4.1.1, in a sealed package and should bear the Proponent's name, return address, RFP number, and the RFP Coordinator's name.

Proposals received **after** the Proponent's Proposal Submission Deadline shall **not** be considered and shall be returned to the Proponent unopened.

Regardless of the method of delivery chosen by Proponent (such as courier, delivery service, Canada Post), each Proponent is responsible for the actual delivery of its Proposal to the address set out below.

Submission address:

- **OECM**
90 Eglinton Avenue East, Suite 504
Toronto, Ontario, Canada
M4P 2Y3

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

4.3.2 Proposal Submission Requirements

Proposals should be submitted in accordance with the instructions set out in this RFP in two (2) separate **sealed** packages as set out below.

Package 1 - Proposal:

- **Must** include:
 - A completed and signed Appendix B - Form of Offer; and
 - A completed and signed Appendix F – Consortium Information (if applicable); and
 - A completed and signed Appendix J – Compliance to Mandatory Requirements.
- **Should** include:
 - Appendix D – Reference Form;
 - Appendix E – Rated Requirements;
 - Appendix I – Compliance to Agreement; and
 - Any other (non-mandatory) information.

Please do **not** include any financial information in Package 1 – Proposal.

Package 2 – Pricing:

- **Must** include:
 - A completed Appendix C – Rate Bid Form.
 - The Proponent’s Canadian public price list, education price list, or its price list, with resource configurations (e.g. GB) in a searchable and unlocked Microsoft Excel format.

The following table sets out the required quantities of documents per submission package:

Requirements	Submit the following quantities in each Package:	
	Package 1 – Proposal	Package 2 – Pricing
Original (bound)	1	1
Photocopy (bound)	1	0
Photocopy (unbound)	1	0
Electronic copy (searchable and not locked)	1 (Microsoft Word)	1 (Microsoft Excel)

In the event of a conflict or inconsistency between the **original** and the electronic copy of the Proposal or the Rate Bid Form, the **original** versions shall prevail.

Proposals should be completed without delineations, alterations, or erasures. In the event of a discrepancy between the **original** Proposal and any of the copies, the **original** shall prevail.

The Proponent should identify and mark any trade secret or proprietary intellectual property in its Proposal.

Proposals submitted in any other manner may be subject to disqualification.

4.3.3 Other Proposal Considerations

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

- All pages should be numbered;
- An index and/or table of contents should be included;
- Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored;
- Respond to the requirements in all applicable Appendices, or as may be directed in this RFP;
- Completely address, on a point-by-point basis, each rated requirement identified in Appendix E. Rated requirements left blank and/or unanswered will receive a score of zero (0). Refer to Section 3.3 – Stage II Rated Requirements; and,
- The Proposal should be complete in all respects. Proposal evaluation and scoring applies only to the information contained in the Proposal, or accepted clarifications as set out in Section 4.3.13 Clarification of Proposals.

4.3.4 Proposal Receipt by OECM

Every Proposal received will be date/time stamped at the location referred to in Section 4.3.1. A receipt will be provided upon request.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is received **on** or **before** the Proponent’s Proposal Submission Deadline.

4.3.5 Withdrawal of Proposal

A Proponent may withdraw its Proposal only by providing written notice to the RFP Coordinator before the Proponent's Proposal Submission Deadline. A Proposal may not be withdrawn after the Proponent's Proposal Submission Deadline. OECM has no obligation to return withdrawn Proposals.

4.3.6 Amendment of Proposal

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the Proponent's Proposal Submission Deadline.

The Proponent must provide notice to the RFP Coordinator in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFP.

OECM has no obligation to return amended Proposals.

4.3.7 Completeness of Proposal

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

4.3.8 Proposals Retained by OECM

All Proposals submitted by the Proponent's Proposal Submission Deadline shall become the property of OECM and will not be returned to the Proponents.

4.3.9 Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 4.3.5, a Proposal shall be irrevocable by the Proponent for one-hundred-and-twenty (120) days from the Proponents Proposal Submission Deadline.

4.3.10 Acceptance of RFP

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

4.3.11 Amendments to RFP

Subject to Section 4.1.1 and Section 4.2.4, OECM shall have the right to amend or supplement this RFP in writing prior to the Proponent's Proposal Submission Deadline. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

4.3.12 Proposals will not be Opened Publicly

Proponents are advised that there will not be a public opening of this RFP. OECM will open Proposals at a time subsequent to the Proponent's Proposal Submission Deadline.

4.3.13 Clarification of Proposals

OECM shall have the right at any time after the Proponent's Proposal Submission Deadline to seek clarification from any Proponent in respect of the Proposal, without contacting any other Proponent.

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

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

4.3.14 Verification of Information

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

- Verify any Proponent's statement or claim made in its Proposal or made subsequently in a clarification, interview, site visit, oral presentation, demonstration, or discussion by whatever means OECM may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Proponent statement or claim, if such statement or claim or its Proposal is patently unwarranted or is questionable, which may result in changes to the scores for the Proponent's rated requirements; and,
- Access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and OECM shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. OECM and the Proponent shall each bear its own costs in a connection with access to OECM's premises.

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

4.3.15 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.

4.3.16 RFP Incorporated into Proposal

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

4.3.17 Exclusivity of Contract

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

4.3.18 Substantial Compliance

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

4.3.19 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.

4.4 Execution of Agreement, Notification and Debriefing

4.4.1 Selection of Proponents

OECM anticipates that Preferred Proponents will be selected within ninety (90) days of the Proponent's Proposal Submission Deadline. Notice of selection by OECM to the Preferred Proponent will be in writing by email from the RFP Coordinator.

The Preferred Proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP within fifteen (15) days of notice of selection. This provision is solely to the benefit of OECM and may be waived by OECM at its sole discretion. Proponents are reminded that there is a question and answer period available if they wish to ask questions or seek clarification about the terms and conditions set out in the Form of Agreement. OECM will consider such requests for clarification in accordance with Section 4.2.2 of the RFP.

4.4.2 Failure to Agree to Form of Agreement

In addition to all of OECM's other remedies, if the Preferred Proponent and OECM fails to agree upon the Form of Agreement or if the Preferred Proponent fails to satisfy any other applicable conditions within fifteen (15) days of notice of selection, OECM may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent.

4.4.3 Notification to Other Proponents of Outcome of RFP Process

Once the Supplier and OECM execute the Form of Agreement, the other Proponents will be notified in writing by email of the outcome of the RFP process, including the name of the Supplier.

4.4.4 Debriefing

The RFP Coordinator will invite Proponents to attend a debriefing from OECM after award notification.

OECM will not disclose submission information from other Proponents.

The intent of the debriefing information session is to aid the Proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

4.4.5 Bid Dispute Resolution

In the event that a 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 the RFP Coordinator 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 shall include the following:

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

For the purpose of a protest, OECM will review and address any protest in a timely and appropriate manner.

4.5 Prohibited Communications, Confidential Information and FIPPA

4.5.1 Confidential Information of OECM

All correspondence, documentation, and information of any kind provided to any Proponent in connection with or arising out of this RFP or the acceptance of any Proposal:

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

4.5.2 Confidential Information of the Proponent

Except as provided otherwise in this RFP, or as may be required by Applicable Laws, OECM shall treat the Proposal and any information gathered in any related process as confidential, provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by OECM.

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

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

4.5.3 Proponent's Submission

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proposal.

If a portion of a Proposal is to be held confidential, such provisions must be clearly identified in the Proposal.

4.5.4 Personal Information

Personal Information shall be treated as follows:

- Submission of information – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide Products unless specifically requested. OECM shall maintain the information for a period of seven (7) years from the time of collection. Should OECM request such information, OECM will treat this information in accordance with the provisions of this Section;
- Use – Any personal information as defined in the *Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5* that is requested from a Proponent by OECM shall only be used to select the qualified individuals to undertake the Products and to confirm that the work performed is consistent with these qualifications; and,
- Consent – It is the responsibility of the Proponent to obtain the consent of such individuals prior to providing the information to OECM. OECM will consider that the appropriate consents have been obtained for the disclosure to and use by OECM of the requested information for the purposes described.

4.5.5 Non-Disclosure Agreement

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

4.5.6 Freedom of Information and Protection of Privacy Act

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

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

4.5.7 Competition Act

Under Canadian law, a Proposal must be prepared without conspiracy, collusion, or fraud. For more information, refer to the Competition Bureau website at <http://www.cb-bc.gc.ca/eic/site/cb-bc.nsf/eng/01240.html>, and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34.

4.5.8 Trade Agreements

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

For more information, please refer to the Internal Trade Secretariat website at www.ait-aci.ca/ or to the Trade and Cooperation Agreement between Quebec and Ontario at <http://www.marcan.net/assets/trade%20arrangements/Quebec-Ontario%20Trade%20and%20Cooperation%20Agreement%20English.pdf>.

4.5.9 Intellectual Property

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

4.6 Reserved Rights and Governing Law of OECM

4.6.1 General

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

- (a) Make public the names of any or all Proponents;
- (b) Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information, if accepted, into the Proposal, at OECM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- (c) Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in OECM's sole and absolute discretion;
- (d) Verify with any Proponent or with a third party any information set out in a Proposal;
- (e) Check references other than those provided by Proponents;
- (f) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with OECM impedes

the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP;

- (g) Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached a contract with OECM, or has otherwise failed to perform such contract to the reasonable satisfaction of OECM (i.e. has not submitted required reporting and or cost recovery fees to OECM), the Proponent has been charged or convicted of an offence in respect of a contract with OECM, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM;
- (h) 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;
- (i) 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;
- (j) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (k) Reject a Subcontractor proposed by a Proponent within a consortium;
- (l) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;
- (m) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
 - o OECM determines it would be in the best interest of OECM not to award an Agreement,
 - o the Proposal prices exceed the bid prices received by OECM for Products acquired of a similar nature and previously done work,
 - o the Proposal prices exceed the costs OECM or its Clients would incur by doing the work, or most of the work, with its own resources,
 - o the Proposal prices exceed the funds available for the Products, or
 - o the funding for the acquisition of the proposed Products 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.
- (n) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal;
- (o) Accept any Proposal in whole or in part; or
- (p) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM or is otherwise engaged in a dispute with OECM.

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

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

4.6.2 Rights of OECM – Preferred Proponent

In the event that the Preferred Proponent fails or refuses to execute the Agreement within fifteen (15) days from being notified of its position as the Preferred Proponent, OECM may, in its sole discretion:

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

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

4.6.3 No Liability

The Proponent agrees that:

- Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;
- It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis; and
- It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.

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

4.6.4 Assignment

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

4.6.5 Entire RFP

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

4.6.6 Priority of Documents

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

4.6.7 Governing Law

The laws of Ontario and the federal laws of Canada applicable shall govern the RFP, the Proposal, and any resulting Agreement therein.

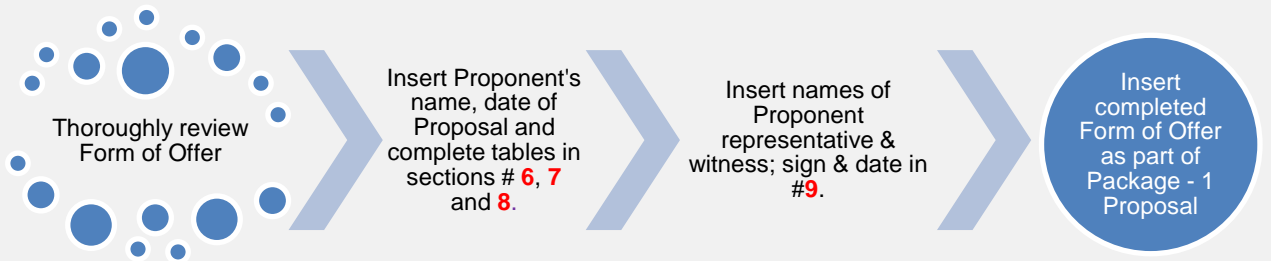
[End of Part 4]

APPENDIX A – FORM OF AGREEMENT

The Form of Agreement is posted as a separate PDF file.

APPENDIX B – FORM OF OFFER

The submission of this Form of Offer is a mandatory requirement of this RFP. Complete the Form of Offer as set out below:



Proposals, which do not comply with all mandatory requirements, may, subject to the express and implied rights of OECM, be disqualified and not be evaluated further.

To: OECM

From: [Insert Proponent's Name]

Re: **IN THE MATTER OF** our Proposal dated [Insert date] to which this Form of Offer is an integral part, submitted in response to RFP #2014-203 issued by OECM on October 9, 2014, as the same may be amended.

I am duly authorized by the Proponent, including the persons, firms, corporations, and advisors joining in the submission of this Proposal, to execute this Form of Offer. I solemnly declare and certify as follows:

1. Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting its Proposal including this Form of Offer, the Proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement, except as otherwise noted, and offers to provide the Products in accordance therewith at the Rates set out in Appendix C - Rate Bid Form.

2. Rates for Deliverables

As a mandatory requirement, the Proponent has submitted its Rates in accordance with the instructions in the RFP and in the form set out in Appendix C – Rate Bid Form.

3. Proposal Irrevocable

The Proponent agrees that its Proposal shall be irrevocable for one-hundred-and-twenty (120) Days following the Proponent's Proposal Submission Deadline.

4. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to OECM's advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

5. Proof of Insurance and Good Standing under the *Workplace Safety and Insurance Act (Ontario)*

By signing this Form of Offer, the Proponent agrees, if selected, that it has verified its capability to do so and will provide proof of insurance coverage and a Certificate of Good Standing under the *Workplace Safety and Insurance Act (Ontario)* as set out in the Form of Agreement.

6. Addenda and Questions/Answers

The onus remains on Proponents to make any necessary amendments to its Proposals based on all addenda and question/answer documents issued by OECM prior to OECM's Deadline for Issuing Final Addenda.

Addenda and Question/Answers	The Proponent is deemed to have read the following:
The number of addenda posted =	[Enter the number of addenda, if any.]
The number of question/answer documents posted =	[Enter the number of question/answer documents, if any.]

7. Unfair Advantage and Conflict of Interest Statement

Prior to completing this Form of Offer, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 1.12 of this RFP.

Conflict of Interest	Response
Is there an actual or potential Unfair Advantage or Conflict of Interest, relating to the preparation of its Proposal, or if the Proponent foresees an actual or potential Unfair Advantage or Conflict of Interest in performing the contractual obligations contemplated in the RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	[If yes, please enter details here.]

The Proponent agrees to provide any additional information, which may be requested by the RFP Coordinator, in the form prescribed by the RFP Coordinator.

Where, in its sole discretion, OECM concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Proposal, or declare that any Agreement awarded to the Proponent under the RFP should be terminated.

8. Proponent Information

Insert the required information in the table below.

Information Required	Response
Full legal name of the Proponent is:	[Enter response here.]
Any other relevant name under which the Proponent carries on business is:	[Enter response here.]

Information Required	Response
The jurisdiction under which the Proponent is governed is:	[Enter response here.]
The name, address, telephone and fax numbers, and email address of the Proponent's contact person are:	[Enter response here.]
The Proponent's business model:	<p style="text-align: center;">[Enter response here.]</p> <p> <input type="checkbox"/> individual <input type="checkbox"/> partnership <input type="checkbox"/> sole proprietorship <input type="checkbox"/> consortium* <input type="checkbox"/> corporation </p> <p><small>*If the Proponent is a consortium, Appendix F must be completed, signed, and submitted with the Proponent's Proposal.</small></p>

9. Execution of Agreement

If its Proposal is selected by OECM, the Proponent agrees to finalize and execute the Agreement substantially in the form set out in the Form of Agreement in accordance with the terms of the RFP.

Witness:
Signature:
Printed Name:
Date:

Proponent's Representative:
Signature:
Printed Name:
Date: <i>I have the authority to bind the Proponent.</i>

APPENDIX C – RATE BID FORM

Appendix C is attached as a separate Microsoft Excel file.

APPENDIX E – RATED REQUIREMENTS

Appendix E is attached as a separate Microsoft Excel file.

APPENDIX F – CONSORTIUM INFORMATION

This Appendix **must** be completed, signed, and submitted with a Proponent’s Proposal, if a consortium submits the Proposal.

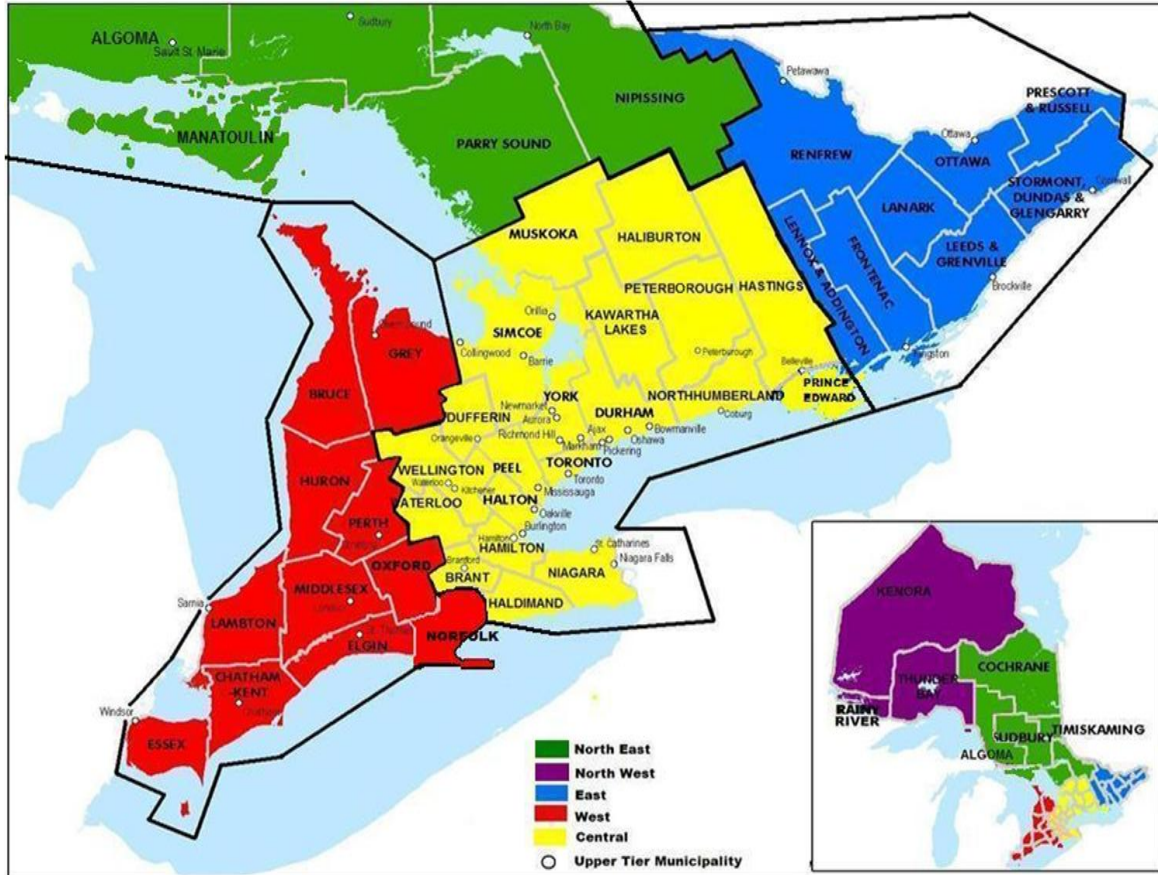
Information Required	Response
Name of the legal entity that is liable and responsible to OECM for the provision of the Deliverables in this RFP (i.e. the Proponent).	[Enter response here.]
<ul style="list-style-type: none"> Describe the consortium members and what each will supply. 	[Enter response here.]
<ul style="list-style-type: none"> Describe the contingency plan if a consortium member is no longer part of the consortium. 	[Enter response here.]

Witness:
Signature:
Printed Name:
Date:

Proponent Representative:
Signature:
Printed Name:
Date: <i>I have the authority to bind the Proponent.</i>

APPENDIX G – OECM GEOGRAPHICAL ZONES

Clients supported by OECM agreements are located in the following five (5) geographical Zones in the Province of Ontario. Refer to Sections 1.5, 1.6 and Appendix H of the RFP as well.



County, District or Municipality (CDRS)

CENTRAL	EAST	WEST
Brantford County	Frontenac County	Bruce County
Durham Region	Leeds & Grenville County	Chatham-Kent District
Halton Region	National Capital Region	Essex County
Hastings County	Prescott and Russell, United Counties	Grey County
Kawartha Lakes District	Renfrew County	Huron County
Niagara Region	NORTH EAST	Lambton County
Northumberland County	Algoma District	Middlesex County
Peel Region	Cochrane District	Perth County
Peterborough County	Nipissing District	
Prince Edward Region	Sudbury Region	
Simcoe County	NORTH WEST	
Toronto Region	Kenora District	
Waterloo Region	Rainy River District	
Wellington County	Thunder Bay District	
York Region		

APPENDIX H – OECM’S EDUCATION CLIENTS

School Boards, Colleges, and Universities are set out below in each applicable Zone. Refer to Sections 1.5, 1.6 and Appendix G of this RFP as well.

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

APPENDIX I – COMPLIANCE TO AGREEMENT

To: OECM

From: Insert Proponent's Name

Proponent should complete and submit this Appendix. The Proponent is deemed to agree to the entire Form of Agreement if this appendix is not submitted.

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

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

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

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

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

Please refer to the RFP Section 1.10 (Type of Agreement), Section 3.8 (Execution of Agreement with Preferred Proponent) and Section 1.16 (Definitions - for a definition of Agreement).

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
MASTER AGREEMENT					
Article 1 – Interpretation and General Provisions					
1.01	Defined Terms				
1.02	Entire Agreement				
1.03	Severability				
1.04	Interpretive Value of Contract Documents				

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
1.05	Force Majeure				
1.06	Notices by Prescribed Means				
1.07	Governing Law				
1.08	Third Party Benefits				
1.09	Counterparts				
1.10	Headings				
1.11	Extended Meanings				
1.12	Condonation Not a Waiver				
1.13	Changes by Written Amendment Only				
1.14	Rights and Remedies and Supplier Obligations Not Limited to Contract				
Article 2 – Legal Relationship Between OEM/Client, Supplier and Third-Parties					
2.01	Supplier's Power to Contract and Perform the Contract				
2.02	Representatives May Bind Parties				
2.03	Parties Not a Partner, Agent or Employee				
2.04	Responsibility of Supplier				
2.05	Liability of OEM				
2.06	Assignment				
2.07	Conflict of Interest				
2.08	Client-Supplier Agreement				
2.09	Contract Binding				

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
Article 3 – Performance by Supplier					
3.01	Supplier Performance and Client-Supplier Agreement				
3.02	Performance Warranty				
3.03	Use and Access Restrictions				
3.04	Notification by Supplier				
3.05	Work Volumes				
3.06	Reporting				
Article 4 – Payment for Performance and Audit					
4.01	Payment According to Contract Rates				
4.02	Invoicing				
4.03	Payment by Client				
4.04	Default Billing and Payment Process				
4.05	Hold Back or Set Off				
4.06	Expenses or Additional Charges				
4.07	Payment of Taxes and Duties				
4.08	OECM Cost Recovery Fee				
4.09	Interest on Late Payment				
4.10	Document Retention and Audit				
Article 5 – Confidentiality and FIPPA/MFIPPA					
5.01	Confidentiality and Promotion Restrictions				
5.02	Confidential Information				
5.03	Restrictions on Copying				
5.04	Injunctive and Other Relief				

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

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
8.04	Effect of Termination on Client-Supplier Agreements				
8.05	Supplier's Payment Upon Termination				
8.06	Scope of Termination Rights				
8.07	Expiry, Client-Supplier Agreement Survival and Extension of Contract				
8.08	Alternative Dispute Resolution				
Schedule 1 (Resources, Supplementary Provisions, and Rates)					
Appendix A – Resources and Supplementary Provisions		Not applicable	Not applicable	Not applicable	Not applicable
Appendix B – Rates		Not applicable	Not applicable	Not applicable	Not applicable
Schedule 2 (Client Supplier Agreement)					
Article 1 – Definitions					
Article 2 – The Master Agreement					
Article 3 – Representatives for Client-Service Agreement					
Article 4 – Term of CSA					
Article 5 – Resources, Rates and Payment Process					
Article 6 – Rates and Payment					
Article 7 – Insurance					
Article 8 – Notices					
Article 9 – Termination					
9.1	Termination by Either Party				
9.2	Termination by Client				
9.3	Supplier's Obligations on Termination				
9.4	Supplier's Payment Upon Termination				

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
9.5	Termination in Addition to Other Rights				
9.6	Survival Upon Termination				
Article 10 – Publicity					
Article 11 – Legal Relationship Between Client, Supplier and Third-Parties					
11.1	Supplier's Power to Contract				
11.2	Representatives May Bind the Parties				
11.3	Independent Contractor				
11.4	Subcontracting or Assignment				
Article 12 – General					
12.1	Severability				
12.2	Force Majeure				
12.3	Changes By Written Amendment Only				
12.4	Section 217 Education Act et. al.				
12.5	Criminal Records Check				
12.6	Purchasing Policies and Guidelines				
Appendix A – Resources and Supplementary Provisions		Not applicable	Not applicable	Not applicable	Not applicable
Appendix B – Rates		Not applicable	Not applicable	Not applicable	Not applicable
Appendix C – Client's Policies and Guidelines		Not applicable	Not applicable	Not applicable	Not applicable

APPENDIX J – COMPLIANCE TO MANADATORY REQUIREMENT

The Proponent shall complete Appendix J to confirm that is meets or exceeds the mandatory requirement.

Proponent's Name:	
Mandatory Requirement	Indicate (Meet or Exceed)
Meet Ontario's privacy legislation requirements.	

