



Savings | Choice | Service

Electric Vehicle Supply Equipment

REQUEST FOR PROPOSALS NUMBER: RFP 2018-323

Request for Proposals Issued On: December 18, 2018

Proponent's Information & OTP Demonstration Session: January 7, 2019

Proponent's Deadline for Questions: 5:00:00 pm on January 10, 2019

Proponent's Deadline for Questions Pertaining to Issued Documents: 5:00:00 pm on January 18, 2019

Closing Date: 2:00:00 p.m. on February 5, 2019 local time in Toronto, Ontario, Canada

All times specified in this RFP timetable are local times in Toronto, Ontario, Canada.
Please refer to Section 4.1.1 for the complete RFP timetable.

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

TABLE OF CONTENTS

PART 1 – INTRODUCTION	5
1.1 Invitation to Proponents	5
1.2 Objective of the RFP	5
1.3 Supplier Expertise and Capabilities.....	5
1.4 Type of Agreement for Deliverables.....	5
1.5 No Contract A and No Claims	6
1.6 No Contract until Execution of Written Agreement	6
1.7 Non-Binding Rates Estimates	6
1.8 No Guarantee of Volume of Work or Exclusivity of Agreement	6
1.9 Overview of OECM	6
1.10 OECM Geographical Zones	7
1.11 OECM Client Advisory Group.....	7
1.12 Ontario Broader Public Sector Procurement Directive	7
1.13 Client Participation in OECM Marketplace Agreements	8
1.14 Client’s Usage of Agreements.....	8
1.15 Client Supplier Agreements	8
1.16 Proponent Consortium Information	9
1.17 Rules of Interpretation.....	9
1.18 Definitions	10
PART 2 - THE DELIVERABLES	13
2.1 Overview of the Scope of Work.....	13
2.2 PHASE ONE; Supply, Delivery, Installation, and Testing.....	13
2.2.1 Networked EVSE Design	13
2.2.1.1 Appendix L- EVSE Specifications	14
2.2.1.2 Level 1 Charging Station.....	14
2.2.1.3 Level 2 Charging Station.....	14
2.2.1.4 Level 3 Direct Current (DC) Fast Charge Charging Station	14
2.2.2 Data Collection.....	14
2.2.2.1 USER Requirements.....	14
2.2.2.2 Client Requirements.....	15
2.2.3 Data Transmission	15
2.2.4 Data Service.....	15
2.2.5 EVSE Identification	15
2.2.6 Accessories.....	16
2.2.7 Compliance to Standards.....	16
2.2.8 Certification	16
2.2.9 Equipment Documentation	17
2.2.10 Delivery of EV Charging Stations and Equipment.....	17
2.2.11 Installation of EVSE	17
2.2.12 Lead Time	17
2.2.13 Damaged or Defective Shipments.....	18
2.2.14 Dead-on-Arrival Products.....	18
2.2.15 Product Recalls	18
2.2.16 Return	18
2.2.17 Signage and Striping.....	18
2.2.18 Protection and Restoration of Existing Property.....	18
2.2.19 Adjustments and Upgrades.....	18
2.2.19.1 Adjustments	18
2.2.19.2 Upgrades	19
2.2.20 Optional Process to Add Other Resources	19
2.3 PHASE TWO; Maintenance, Operation and Services.....	19
2.3.1 Servicing and Maintenance.....	19
2.3.2 End User Support.....	20
2.3.3 Customer Support to Clients	20
2.4 Invoicing.....	20
2.4.1 Payment Terms and Methods	21
2.4.1.1 Electronic Fund Transfer	21
2.5 Agreement Management Support to OECM	21

2.6	Supplier's Performance Management Scorecard.....	21
2.7	Reporting to OEMC.....	22
2.8	Disaster Recovery and Business Continuity	22
2.9	Environmental Considerations	22
2.10	Workplace Hazardous Materials Information System.....	22
2.11	Licences Right to Use and Approvals	22
2.12	Accessibility for Ontarians with Disabilities Act ("AODA")	23
2.13	Documentation.....	23
2.14	Rates.....	23
2.14.1	Travel Expenses	23
2.15	Quick Quote Process (Second Stage Selection Process).....	23
2.16	Optional Rate Refresh.....	24
2.17	Saving Calculation	24
2.18	OEMC Cost Recovery Fee.....	24
PART 3 – EVALUATION OF PROPOSALS.....		25
3.1	Stages of Proposal Evaluation	25
3.2	Stage I – Review of Qualification Responses (Pass/Fail)	25
3.2.1	Form of Offer – Appendix B (Qualification Response Form)	25
3.2.2	Commercial Response – Appendix C (Qualification Submission Form).....	26
3.2.3	Consortium Information Form – Appendix F (Qualification Submission Form, if Applicable)	26
3.2.4	Reseller Authorization:	26
3.2.5	Compliance with Agreement – Appendix G (Qualification Submission Form).....	27
3.3	Stage II – Appendix E – Technical Response	27
3.3.1	EVSE Specifications – Appendix L.....	28
3.4	Stage III – Optional Presentation	28
3.4.1	Content	28
3.4.2	Attendance	28
3.5	Stage IV – Commercial Response	28
3.6	Stage V – Cumulative Score	29
3.7	Stage VI - Tie Break Process.....	30
3.8	Stage VII – Negotiations	30
3.9	Agreement Finalization	30
3.9.1	Notification to Other Proponents	30
3.10	Agreement Launch and Marketing	30
PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS.....		32
4.1	General Information and Instructions	32
4.1.1	RFP Timetable	32
4.1.2	Proponent's Information and OTP Demonstration Session.....	32
4.1.3	Proponent to Follow Instructions	33
4.1.4	Proposal in English	33
4.1.5	OEMC's Information in RFP Only an Estimate.....	33
4.1.6	Proponent's Costs.....	33
4.2	Communication after RFP Issuance.....	33
4.2.1	Communication with OEMC	33
4.2.2	Proponent to Review RFP.....	33
4.2.3	Proponent to Notify	34
4.2.4	All New Information to Proponents by way of Addenda	34
4.3	Proposal Submission Requirements	34
4.3.1	General	34
4.3.2	Proposal Submission Requirements	35
4.3.2.1	Reseller Authorization	35
4.3.2.2	OEM-Authorization Products and Services (if applicable).....	36
4.3.3	Other Proposal Considerations	36
4.3.4	Proposal Receipt by OEMC	36
4.3.5	Withdrawal of Proposal	36
4.3.6	Amendment of Proposal on OTP	36
4.3.7	Completeness of Proposal	36
4.3.8	Proposals Retained by OEMC	36
4.3.9	Acceptance of RFP	36
4.3.10	Amendments to RFP.....	37

4.3.11	Proposals will not be Opened Publicly	37
4.3.12	Clarification of Proposals	37
4.3.13	Verification of Information	37
4.3.14	Proposal Acceptance	37
4.3.15	RFP Incorporated into Proposal	37
4.3.16	Exclusivity of Contract.....	37
4.3.17	Substantial Compliance	38
4.3.18	No Publicity or Promotion.....	38
4.4	Negotiations, Timelines, Notification and Debriefing	38
4.4.2	Negotiations with Preferred Proponent	38
4.4.3	Failure to Execute an Agreement.....	38
4.4.4	Notification to Other Proponents	38
4.4.5	Agreement	38
4.4.6	Debriefing.....	38
4.4.7	Bid Dispute Resolution.....	39
4.5	Prohibited Communications, Confidential Information and FIPPA	39
4.5.1	Confidential Information of OECM.....	39
4.5.2	Confidential Information of the Proponent.....	39
4.5.3	Proponent's Submission	40
4.5.4	Personal Information.....	40
4.5.5	Non-Disclosure Agreement	40
4.5.6	Freedom of Information and Protection of Privacy Act	40
4.5.7	Competition Act.....	40
4.5.8	Trade Agreements	40
4.5.9	Intellectual Property	41
4.5.10	Disqualification for Misrepresentation	41
4.5.11	References and Past Performance	41
4.5.12	Cancellation	41
4.6	Reserved Rights and Governing Law of OECM.....	41
4.6.2	General	41
4.6.3	Rights of OECM – Proponent.....	43
4.6.4	No Liability	43
4.6.5	Assignment	43
4.6.6	Entire RFP	43
4.6.7	Priority of Documents.....	43
4.6.8	Governing Law.....	43
APPENDIX A – FORM OF AGREEMENT		45
APPENDIX B – FORM OF OFFER.....		46
APPENDIX C – COMMERCIAL RESPONSE.....		47
APPENDIX D – REFERENCES.....		48
APPENDIX E – TECHNICAL RESPONSE.....		49
APPENDIX F – CONSORTIUM INFORMATION FORM		50
APPENDIX G – COMPLIANCE WITH AGREEMENT		51
APPENDIX H – SUPPLIER'S PERFORMANCE MANAGEMENT SCORECARD		52
APPENDIX I – OECM GEOGRAPHICAL ZONES.....		54
APPENDIX J – OECM SCHOOL BOARD, UNIVERSITY AND COLLEGE CLIENTS IN ONTARIO		55
APPENDIX K – OEM UNDERTAKING.....		56
APPENDIX L – EVSE SPECIFICATIONS		57

PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This non-binding Request for Proposals (“RFP”) is an invitation to obtain Proposals from prospective Proponents for the provision of Electric Vehicle Supply Equipment (“Products and Services”) on an as-and-when-required basis to support OEMC Clients (“Clients”) as further described in Part 2 – the Deliverables (the “Deliverables”).

This RFP is issued by OEMC.

1.2 Objective of the RFP

The objective of this RFP is to provide OEMC Clients the ability to purchase Products and Services to satisfy their needs as described in Part 2 – The Deliverables.

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

- Be capable of providing quality Products and Services in a timely manner, demonstrating value for money;
- Provide Clients with professional and responsive customer support and account management;
- Work in a cooperative manner with Clients, are flexible, and innovative in providing quality Products and Services; and,
- Reduce the costs of competitive procurement processes associated with the Products and Services on an ongoing basis (i.e. fewer competitive procurement documents issued by Clients).

1.3 Supplier Expertise and Capabilities

The Supplier should possess the following expertise and capabilities:

- Be fully cognizant of and have the demonstrated Products and Services knowledge;
- Have a licensed electrical contractor install the charging stations; and,
- Provide knowledgeable and professional personnel ensuring Clients’ needs are met.

1.4 Type of Agreement for Deliverables

It is OEMC’s goal to meet Clients’ business needs by offering flexibility as represented through our marketplace of Products and Services. Through OEMC’s constant dedication to the pillars of savings, choice, and service OEMC may, through this RFP process, enter into Master Agreements (“Agreements”) with one (1) or more Suppliers for the provision of the Products and Services.

The Term of the Agreement is intended to be for three (3) years, with an option in favour of OEMC to extend the Term on the same terms and conditions for two (2) each two (2) year options for a maximum Agreement length of seven (7) years. Supplier performance (i.e. Client uptake, satisfaction, performance, quality, service provision, response time, reporting, marketing efforts and any commitments made in the Proponent’s Proposal) will be considered when contemplating an Agreement extension and supplier refresh, if necessary.

Clients participating in the Agreements will execute a Client Supplier Agreement (“CSA”) with a Supplier as attached in Appendix A – Form of Agreement. Prior to executing a CSA, the Client may negotiate their unique requirements with the Supplier and mutually agree to additional terms and conditions (e.g. reporting, Rates, payment terms) ensuring the additional terms and conditions are not in any way inconsistent with the Form of Agreement agreed to by OEMC and the Supplier.

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

1.5 No Contract A and No Claims

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

- This RFP shall not give rise to any contract A – based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and,
- Neither the Proponent nor OECM shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of an Agreement, failure to award an Agreement or failure to honour a response to this RFP.

1.6 No Contract until Execution of Written Agreement

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

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

1.7 Non-Binding Rates Estimates

While the Proposal Rates will be non-binding prior to the execution of a written Agreement, such information will be assessed during the evaluation and ranking of the Proponents, as further described in Part 3 – Evaluation of Proposals. Any inaccurate, misleading, or incomplete information, including withdrawn or altered Rates, could adversely impact any such evaluation, ranking, or Agreement award.

1.8 No Guarantee of Volume of Work or Exclusivity of Agreement

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

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

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

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

1.9 Overview of OECM

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

Working in collaboration with Clients, OECM:

- Establishes, promotes and manages non-mandatory agreements for products and services commonly used throughout its' Client community;
- Supports Clients' access and use of OECM agreements through analysis, reporting and the development of tools, guides, and other materials; and,
- Actively promotes adherence to the Ontario Broader Public Sector ("BPS") Procurement Directive and trade agreements in all phases of the sourcing and agreement lifecycle.

For more information about OECM, please visit <http://www.oecm.ca/>.

1.10 OECM Geographical Zones

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

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

Also refer to Appendix J – OECM School Board, University and College Clients in Ontario which illustrates OECM's educational Clients by Zone.

1.11 OECM Client Advisory Group

Client	Client's Website
County of Simcoe	https://www.simcoe.ca/
District School Board of Niagara	https://www.dsbni.org/
University of Toronto	https://www.utoronto.ca/
York Catholic District School Board	http://www.ycdsb.ca/

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

1.12 Ontario Broader Public Sector Procurement Directive

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

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

The purpose of the directive is:

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

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

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

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

1.13 Client Participation in OECM Marketplace Agreements

OECM currently has six hundred and seven (607) Clients using one (1) or more OECM agreements:

- One-hundred and sixteen (116) School Boards, Colleges and Universities; and,
- Four-hundred and ninety one (491) other organizations including but not limited to towns and municipalities, and hospitals and other healthcare facilities.

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

Year over Year	Overall Spend Growth %
2012 over 2011	60%
2013 over 2012	50%
2014 over 2013	41%
2015 over 2014	17%
2016 over 2015	34%
2017 over 2016	26%

The above information is as of August 2018.

1.14 Client's Usage of Agreements

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

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

Part Two (or the second stage selection process) is managed by the Client or by OECM on the Client's behalf, and is focused on the Client's specific needs. Depending on the Client's internal policies, and potential dollar value of the Products and Services a Client may:

- Sign a CSA with a Supplier and then immediately obtain Products and Services on the terms and conditions, and the Rates (which are maximum Rates) set out in the Master Agreement; or,
- Obtain Rates (e.g. by issuing a non-binding Quick Quote ("QQ")) from the Supplier for their specific Products and Services requirements (including Rates). If the Client selects a Supplier, a CSA shall be executed, and then the Supplier shall provide the Products and Services in accordance with the specifications stated in the CSA and the Agreement.

When a Quick Quote is issued, which does **not** constitute a contract A contract B situation, it will identify the required Products and Services or it may request the Supplier to propose appropriate Products and Services to fulfill the Client's requirements and any other applicable information. The Client may negotiate Products and Services, as well as Rates with the Supplier to meet their unique requirements. At a minimum, the Supplier's response should set out the following:

- Proposed Products and Services;
- Timelines for Products and Services; and,
- Final, net Rates.

Clients are **not** obligated to sign a CSA to obtain pricing for products and services. However, a CSA must be signed before the provision of any Products and Services commences.

1.15 Client Supplier Agreements

OECM and the Supplier will work together to encourage the use of the Agreement resulting from this RFP.

The Supplier will actively promote the Agreement to Clients by:

- Conducting sales and marketing activities directly to onboard Clients;
- Executing CSAs with interested Clients;
- Providing excellent and responsive customer support;
- Gathering and maintaining Client and market intelligence, including contact information; and,
- Identifying improvement opportunities (e.g. new Products and Services).

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

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

1.16 Proponent Consortium Information

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

- One (1) of the members of the Consortium shall identify itself as the Proponent on behalf of the consortium in Appendix B – Form of Offer within OTP. The Proponent must also list all consortium members and state what each member will supply in Appendix F – Consortium Information Form within OTP; and,
- The Proponent shall assume full responsibility and liability for the work and actions of all consortium members with respect to the obligations to be assumed pursuant to this RFP.

1.17 Rules of Interpretation

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

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

- Unless otherwise indicated, time periods will be strictly applied; and,
- The following terminology applies in the RFP:
 - Whenever the terms “must” or “shall” are used in relation to OECM or the Proponent, such terms shall be construed and interpreted as synonymous and shall be construed to read “OECM shall” or the “Proponent shall”, as the case may be;
 - The term “should” relates to a requirement that OECM would like the Proponent to address in its Proposal; and,
 - The term “will” describes a procedure that is intended to be followed.

1.18 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.

“Adjustment” means is a minor change made to the hardware or software to fix an issue with the equipment;

“Applicable Law” means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time;

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

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

“Business Day” or **“Day”** means Monday to Friday between the hours of 8:00 a.m. to 5:00 p.m. local time in Toronto, Ontario, Canada except when such a day is a public holiday, as defined in the *Employment Standards Act* (Ontario), or as otherwise agreed to by the parties in writing;

“Client” means organizations such as school boards or authorities, colleges, universities, shared service organizations, not-for-profit organizations, municipalities and local boards, hospitals, other health care agencies, provincially funded organizations (“PFO”), Crown corporations, and any other broader public sector agencies, boards or commissions or similar entities not specifically mentioned here;

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

“Closing Date” means the Proposal submission date and time as set out in Section 4.1.1 and may be amended from time to time in accordance with the terms of this RFP;

“Commercial Response” means the Rates submitted by the Proponent within Appendix C and uploads to OTP as part of the commercial envelope;

“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 the RFP, its pricing or the RFP evaluation process;

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

“Consortium” means when more than one (1) business entities (i.e. consortium members) agree to work together and submit one (1) Proposal to satisfy the requirements of the RFP. One (1) of the consortium

members shall identify itself as the Proponent and assume full responsibility and liability for the work and actions of all consortium members;

“Cost Recovery Fee” or “CRF” means a fee, which contributes to the recovery of OECEM’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 OECEM’s competitively sourced agreements. Once CSAs have been executed, this fee is collected and remitted by the Supplier to OECEM on a quarterly basis;

“Deliverables” means Products and Services to be delivered as specified in this RFP;

“Direct Current (DC) Fast Charging EVSE” means Electric vehicle supply equipment which provides power via direct current (DC) via a CHAdeMO or Combined Charging System (CCS) cord sets. It includes wall or pedestal mounted infrastructure and receives 3 phase input power at either 208V to 600V. Direct Current Fast Charge stations are able to deliver power more quickly than level 1 or level 2 stations;

“Electric Vehicle (EV)” means is an electric vehicle that uses one (1) or more electric motors or traction motors to operate;

“Electric Vehicle Supply Equipment” (EVSE) or “Charging Station” is a complete assembly consisting of conductors, connectors, devices, apparatus, and fittings installed specifically for the purpose of power transfer and information exchange between the branch circuit and an electric vehicle;

“Electric vehicle connector” is a device that, when electrically coupled to a mating device on the electric vehicle, establishes means for power transfer and information exchange between an electric vehicle and electric vehicle supply equipment.

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

“End User” refers to the Client and the User;

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

“Master Agreement” or “Agreement” means the agreement to be made between the Preferred Proponent and OECEM based on the template attached as Appendix A – Form of Agreement, 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 OECEM and the Supplier;

“Master/ Slave Unit” is a model of communication where one device or process has unidirectional control over one or more Units “slave”;

“Networked Commercial Station” means an EVSE that has connection to a data network via cellular, Ethernet or Wi-Fi, and can receive commands from the network and transmit usage data such as but not limited to: power consumption, location, time, length of charging session, user or payment id, usage and collection of payment. Networked, commercial stations can accept payment for usage and can be configured to allow various pricing and usage policies;

“Non-networked Charging Station” is an EVSE that can charge electric vehicles but does not transmit data to a network. It cannot process payment for usage and is typically meant for either free charging made available to the public or for secure (behind the fence) fleet locations;

“OECEM” means the Ontario Education Collaborative Marketplace;

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

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

“Personal Information” or “PI” is defined in Appendix A the Form of Agreement;

“PFO” means a provincially funded organization;

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

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

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

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

“Quick Quote” or “QQ” means a request seeking second stage selection pricing issued to one (1) or more Suppliers for Products and Services, by a Client or by OEMC on behalf of a Client;

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

“Request for Proposals” or “RFP” means this Request for Proposals RFP# 2018-311 issued by OEMC, including all appendices and addenda thereto;

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

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

“Technical Response” means the technical information the Proponent submits within OTP as part of the technical envelope;

“Term” has the meaning set out in Section 1.4 of this RFP;

“Unfair Advantage” means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to OEMC 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;

“Upgrade” is a hardware or software replacement that provides enhancements and/or greater performance over an earlier version or model.

“User” refers to a person utilizing a Charging Station to charge their Electric Vehicle.

“Zone” means the OEMC geographical boundaries within the Province of Ontario as identified in Appendix I.

[End of Part 1]

PART 2 - THE DELIVERABLES

2.1 Overview of the Scope of Work

OECM is soliciting proposals from qualified Proponents to provide EVSE and services with Client installation and a complete turnkey solution, including but not limited to the supply, installation, maintenance, and other services for the EVSE.

There are two (2) phases for this scope of work:

- Phase I – Supply, Delivery, Installation and Testing of the EVSE; and,
- Phase II – On-going Maintenance, Operation and Data Services of the EVSE.

2.2 PHASE ONE; Supply, Delivery, Installation, and Testing

2.2.1 Networked EVSE Design

Proponents may bid on one (1) or more level of the EVSE required.

The following requirements will serve as a guideline of minimum technical requirements that each Networked EVSE supported under the resulting agreement should meet:

- Unless otherwise stated all EVSE supplied as a result of this RFP and subsequent Client Supplier Agreement shall be new only, never used, of the latest model from the manufacturer and not re-manufactured;
- Retractable cable system 5.4 meters (18 feet) or longer cable cord – must be capable of being self-drawn back so that cable and plug are off the ground;
- SAE-J1772, SAE-Combo, or CHAdeMO compliant connector;
- Stand alone, Wall or Pedestal mounted to come complete with all required hardware;
- Fixed Holster when not in use;
- Single or dual port charging station;
- Bilingual (English / French) Labelling;
- Capable of power sharing or demand management from a single circuit between a single- or dual-port charging station;
- Suitable for indoor and outdoor operation, with a minimum National Electrical Manufacturer Association (NEMA 3R rating) withstanding temperatures range of -30C to +50C;
- Safety features must include, over current protection, ground fault circuit interrupt (GFCI), ground verification, and stuck relay detection;
- Security design that is both tamper-proof and vandalism-proof, such as tamper resistant screws, anti-vandalism hardware, locked enclosures, and graffiti-resistant coating;
- Have system and component capacities not greater than their published ratings (i.e. product or component brochures) or accompanied by proof of compliance;
- Minimum One (1) Year Manufacturers' warranty for parts and labour with optional warranties for subsequent years;
- Charging station is networked connected or a 'smart' charging station;
- Data Communication should be per EV Charging Station or via a Master and Slave unit configuration;

- Access control – the control will not permit the equipment to dispense electricity unless authorized by means of Fob/ Radio-frequency identification RFID or via payment;
- Secure payment system and terminal (integral to the equipment or as an add-on). This payment method must be managed by the Data provider or a third party (ex. PayPal, Veritrust, or demonstrated equivalent). Revenue shall be dispersed to the client on a quarterly basis at minimum;
- Capable of accepting payment by major credit card (Visa, MasterCard), Interac payment, Fleet card or Application;
- Provide a payment system with adjustable user fee options (as determined by the client), including: no charge (free to use), an initiation fee, a time-based rate fee (e.g. by minute or hour), or a fixed charge;
- Payment Card Industry Data Security Standard (PCI DSS) compliant (network);
- At the discretion of the Client, Station location and real-time availability should be available to users on the web through sites such as plugshare.com or equivalent. If station is experiencing technical difficulties, service provider should update station status on website;
- Provides notification to user that charging is complete, or alternatively provide an Application that allows Users to check charging status;
- Provide an Application Program Interface (API) that allows for other integration (such as energy management & asset management software, etc.); and,
- Screen display shall be user-friendly and easy to operate. Displays shall be liquid crystal display (LCD), light-emitting diode (LED) or equivalent, and shall be readable in direct sunlight and at night;

All EVSE's MUST be compatible with all major commercially available electric vehicles sold in Canada.

2.2.1.1 Appendix L- EVSE Specifications

Proponents must complete and upload Appendix L- EVSE Specifications into the Appendix E- Technical Response Envelope in OTP for each EVSE Level and Model they are bidding.

2.2.1.2 Level 1 Charging Station

Capable of supplying a minimum of 1.5 kW output power rating, Input voltage 120 VAC single phase

2.2.1.3 Level 2 Charging Station

Capable of supplying a minimum of 7.2 kW output power rating, Input voltage 208 VAC single/ split phase

2.2.1.4 Level 3 Direct Current (DC) Fast Charge Charging Station

With the flexibility to provide an, Input voltage of 360 VAC to 600 VAC single/ split phase.

2.2.2 Data Collection

Networked EVSE's shall collect at a minimum the following data per charging session:

2.2.2.1 USER Requirements

Provide an Application for a Smart Phone and/or Web Based Portal which will provide the following as a minimum;

- Location identification of charging station;
- User friendly map;
- User account with secure payment information; and
- Historic charge locations, duration and costs.

2.2.2.2 Client Requirements

Provide a Web Based Portal with real-time statistics that can be Client customizable, which will include;

- The number of vehicles charged in a select time-period;
- Billing card or user identification;
- Station identification;
- Port number (for dual stations);
- Location address;
- Usage Start and end times (including date);
- kWh consumed;
- kW monthly demand;
- Cost to User;
- Fees collected by service provider;
- Net revenue for Client; and

2.2.3 Data Transmission

All networked EVSE's should:

- i. operate via the Open Charge Point Protocol (version 1.5 or later) so that data can be communicated to various network providers, who can provide data services to EVSE owners;
- ii. transmit collected data automatically to a central system via cellular signal, (additional connectivity via Ethernet or Wi-Fi optional). Supplier shall list their type of connectivity in their responses; and
- iii. be able to store the data locally in the event of network connection failure until network connectivity is restored transmitting locally stored data.

2.2.4 Data Service

The collection and analysis of EVSE usage data is extremely important to the Client and the Supplier (or its sub-contractor):

- will track all usage and report usage data and statistics ("EV Usage Report") to the Client on a quarterly (once every three (3) months) basis or provide real time access to the data via a secure online website;
- will provide the EV Usage Data in a manner that complies with the Open Charge Alliance's "Open Charge Point Protocol", available at <http://www.openchargealliance.org>;
- will use the same EV Usage Data template which they submit as part of their bid submission, unless otherwise agreed to by the Client;
- will provide subscriptions paid for on a yearly basis or in monthly installments with multiple user logins.

Except as required to comply with the Open Charge Point Protocol, the Supplier (and its sub-contractor) shall treat the EV Charging Station usage data as confidential and shall not share this data without the written consent of the Client.

2.2.5 EVSE Identification

The following information shall be permanently marker in a conspicuous and protected location;

- Manufacturer's name;

- Model; and,
- Serial number.
- Equipment technical specifications label as required by law.

2.2.6 Accessories

The Proponent may provide pricing for accessories related to the EVSE such as but not limited to:

- remote broadcast antenna's;
- mounting brackets;
- bollards;
- bilingual signage;
- cable management systems;
- replacement connectors; and
- cables.

The materials MUST be related to the EVSE and not general electrical equipment or hardware. OEMC reserves the right to omit any accessory offered that does not fall within the scope and/or intent of this definition.

2.2.7 Compliance to Standards

The Supplier will ensure that all components are designed, manufactured and tested in accordance with the latest applicable standards from the following:

- Canadian Standards Association (CSA) Standard 22.2 No. 107.1 or equivalent;
- NFPA® 70 National Electrical Code,® Article 625 Electric Vehicle Charging System
- UL 2202 - Electric Vehicle Charging System Equipment or equivalent;
- UL 2231 – Personnel Protection Systems for Electric vehicles supply circuits or equivalent
- UL 2594 – EV Supply Equipment
- UL 991 – Safety-Related Controls Employing Solid-State Devices
- Interference-Causing Equipment Standard-003 (ICES-003) or equivalent.
- All other standards/codes as applicable by authorities having jurisdiction.

Upon request, the Supplier shall provide OEMC or the Client with documentation that the Products and Services meet all the required certifications and standards.

The Supplier will ensure that all project personnel (on or off site) possess all the required licenses, certifications and training. The Supplier will provide a list of all such personnel upon request from the OEMC or the Client.

The Supplier will ensure that all site personnel will receive, all applicable Health and Safety workplace training as required by authorities having jurisdiction.

2.2.8 Certification

All electrical equipment shall be approved for use in Canada. Each EVSE and its components shall be certified for installation by an organization accredited by the Standards Council of Canada in accordance to applicable standards. The Proponent shall submit copies of the certificate of compliance to applicable standards.

2.2.9 Equipment Documentation

The Supplier shall provide equipment operation and maintenance manuals for each EVSE shipped and include instruction leaflets, instruction bulletins and renewal parts lists where applicable, for the complete EVSE and each major component.

2.2.10 Delivery of EV Charging Stations and Equipment

The Supplier is responsible for arranging the shipment, delivery, receiving and unpacking of the EV Charging Stations and equipment.

All deliveries of the EV Charging Stations and equipment are to be delivered to the Client, Delivery Duty Paid (DDP). Where the Supplier is providing the installation services, the supplier shall be responsible for all equipment until installation and acceptance testing is complete.

For Client Installation and/ or Replacements parts the supplier shall be responsible for all equipment until delivery at the Client's site. The Supplier is the owner of the EVSE up to the point of delivery and acceptance by the Client. Consequently, the Supplier assumes all risk of loss or damage during shipping until acceptance by the client at the Site.

The Client and Supplier may agree to other delivery terms which are mutually beneficial to each party. These terms may include blanket purchase orders with scheduled release dates, bulk or large orders requiring the coordination of freight forwarders or special delivery requirements (i.e. specific hours).

All shipments must be packaged according to industry practice. The packaging must remain in its initial condition up to the final destination (installation location at the Clients site), and must be able to withstand all trans-shipments and all types of transport.

2.2.11 Installation of EVSE

The Supplier shall furnish and install all materials, equipment, and labor to complete the deliverables of the RFP as required by the Client. This includes, but is not limited to all work related to the development of plans and documents for supplying power and network connections (if requested by the Client) to the EVSE.

If required by the Client, the Supplier (or its sub-contractor) shall be responsible for the following construction related work; trenching, concrete pads, bollards, asphalt and any other construction related worked as deemed necessary by the Client and the Supplier.

The Supplier shall be responsible for securing all related permits and coordinating with all applicable authorities and permitting agencies having jurisdiction. The Supplier must certify that all installations meet the Province of Ontario Building Code and Ontario Electrical Safety Code where applicable to the installation and hook-up of all electric requirements.

Following the installation, the Supplier shall perform the testing and commissioning of the EVSE, including the successful charge of an Electric Vehicle using each port, so that they are functional and ready for use by the public.

The Supplier should provide all necessary equipment to perform the equipment testing including a test vehicle.

The Supplier must remove any installation / testing equipment, clean the site and dispose of packaging materials upon completion.

2.2.12 Lead Time

The maximum lead-time for Product and Service delivery is six (6) weeks from the date of order to Client's specified delivery location, unless otherwise agreed to by Client.

Lead-time for all Products and Services shall be provided to the Client at the time of a Quick Quote.

Understanding that there may be extenuating circumstances (i.e. a longer delivery lead-time when purchasing custom-configured Products), which must be communicated immediately to the Client.

2.2.13 Damaged or Defective Shipments

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

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

2.2.14 Dead-on-Arrival Products

The Supplier shall provide a replacement/ exchange for any dead-on-arrival ("DOA") Products that do not work at first power-up at the Client's site.

Any damaged or defective equipment shall be reported to the Client and replaced with new equipment.

The Supplier shall deliver and install the new replacement Product to the same Client location, within five (5) Business Days of notification by the Client at no extra charge to the Client. The Supplier shall ensure the new replacement Product is configured to meet the Client's needs.

2.2.15 Product Recalls

The Supplier will be responsible for managing Product and/or part recalls and informing the Client and OEM of same in a timely manner. If a recall occurs, the Supplier shall be responsible for all applicable costs (e.g. return, replacement, installation (during warranty period) and delivery).

The Supplier shall provide a no-cost replacement Product, if required by the Client.

2.2.16 Return

The Supplier shall accept all Products returned by the Client that were not used and/or were ordered incorrectly under the Agreement within thirty (30) days from delivery date, at no charge (e.g. restocking or shipping fee) to the Client.

2.2.17 Signage and Striping

If required by the Client, the Proponent shall design, furnish, and install signage for the EVSE, as approved by the Client and install EV parking stall pavement striping and markings per approved plans. The signage and pavement markings must be consistent with industry standards for EVSE, Municipal requirements, Provincial and Federal guidelines and all other authorities having jurisdiction. The Supplier shall quote a cost on the quick quote that will be mutually agreed upon by the Client and the Supplier.

2.2.18 Protection and Restoration of Existing Property

The Proponent shall repair or replace all existing property not designated for removal which were damaged or removed as a result of the EVSE installation. Property such as, but not limited to, curbs, gutters, sidewalks, driveways, fences, walls, signs, pavements, raised pavement markers, thermoplastic pavement markings, signs, sprinkler systems, or plantings, shall be repaired and replaced to a condition equal to or better than the original condition. All costs to the Proponent for protecting, removing, and restoring existing property shall be included and no additional compensation shall be made by Client, unless otherwise agreed to by the Client.

2.2.19 Adjustments and Upgrades

2.2.19.1 Adjustments

Any additional hardware required due to an Adjustment shall be provided by the Supplier, at no charge to the Client. During the Term, Adjustments shall be provided at no cost to the Client, including delivery and installation. Any training associated with any Adjustments shall be provided at no charge to the Client, unless otherwise agreed by the parties in writing.

2.2.19.2 Upgrades

Upgrades should be provided and installed by the Supplier, at no charge to the Client during the warranty or extended warranty period. The Supplier shall notify the Client in writing of any Upgrade as soon as it becomes available.

2.2.20 Optional Process to Add Other Resources

During the Term of the Agreement, if mutually agreed by OEMC and the Supplier, other Products and Services may be added to the Agreement to align with Client needs.

Additional Product requests from the Supplier must be accompanied by appropriate documentation (e.g. detailed calculations, Resource description, original equipment manufacturer, part numbers, and rationale for the addition).

Volumes and Agreement management performance (i.e. Supplier's Performance Management Scorecard results) will be considered when contemplating adding Products to the Agreement. In the event the Supplier's performance is poor and/or unacceptable, OEMC may not agree to the Supplier's request. All other Products and Services shall remain unchanged.

Rates, for newly added Products, will be negotiated at the time ensuring alignment with similar Products currently available on the Agreement.

Agreements will be amended accordingly, if necessary.

2.3 PHASE TWO; Maintenance, Operation and Services

The Supplier is responsible for providing a complete solution to operate and service the EVSE at the Clients Site for a minimum three (3) year period to a maximum of seven (7) years.

This portion of the work may be completed by the Supplier (or its subcontractor.)

2.3.1 Servicing and Maintenance

The Supplier (or its sub-contractor) shall provide a servicing and maintenance plan to service and maintain the EVSE in good working condition, including but not to, the following specifications at a minimum:

- Complete an on-site check of all EV Charging Stations, including that all connectors, cables and other electrical equipment can be operated in a safe and functional state, at a frequency recommended by the Manufacturer and agreed to by the Client;
- Make any necessary repairs to the EV Charging Stations and/or any related parts for which the Proponent is responsible. Undertake repairs and reinstate charging station to functional state within a reasonable time frame that is acceptable to the Client
- Immediately take the Charging Station off-line and notify the Client within four (4) hours of any safety issues and how it is being resolved;
- Must not make any repairs or changes to the Client's electrical, internet, telephone, wireless or other systems serving the Client's Site without the prior written consent of the Client, or its agent.
- The Supplier should provide all necessary equipment to perform the equipment testing including a test electric vehicle.

The Client reserves the right to change maintenance and repair schedules at the Client's Site, provided that it provides the Supplier (or its sub-contractor) with no less than forty eight (48) hours prior written notice of such change.

Should the Supplier (including its sub-contractor) not meet the minimum standards at any point during the Contract Term, the Client, or its agent, may elect, within thirty (30) days at its sole discretion to have its employee or a third party contractor complete the necessary EV Charging Station repair/service, and the Supplier will be responsible for reimbursing the Client for the full cost of material, labor, administration and all other costs involved in such repair as set out in an invoice to be provided by the Client to the Supplier.

2.3.2 End User Support

The Supplier (or its sub-contractor) must provide access to End User Support, including to the following specifications at a minimum:

- Provide User support through a live operator or via email, twenty four (24) hours a day seven (7) days a week;
- Provide Client and User Customer support through a live operator or via email, daily between the hours of 7:00 AM and 11:00 PM Eastern Standard Time ("EST"). The operator should be trained and capable of troubleshooting issues encountered by Clients or potential Users of the EVSE;
- If the live operator is not able to resolve the Client issue, the Supplier (or its sub-contractor) should address the Client's issue within 24 hours (Proponents should describe their plan on how this will work operationally);
- If one or more of the EV Charging Stations is undergoing maintenance or repair, the Supplier (or its sub-contractor) should provide signage to that effect and update immediately on Supplier's web application, as well as preferred user application; and,
- The Supplier (or its sub-contractor) must notify the Client of any complaints received through the live operator or by email, mail or telephone and must describe how the complaint was addressed. Such reports should be submitted at the same time as the quarterly Data report, described below.

2.3.3 Customer Support to Clients

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

- A responsive account executive (or team of personnel led by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing ordering, administrative, operational support and issue resolution;
- Responding to Client's inquiries (e.g. to day-to-day activities) within one (1) Business Day;
- A dedicated project manager for implementation;
- Easy access to the Supplier (e.g. by online, toll free telephone number, email, voicemail, chat and fax) during Client's Business Day;
- Promote the use of technology to facilitate excellent customer experience;
- Attend meetings with Clients, as requested; and
- Provide reports and or access to online reports, upon request.

2.4 Invoicing

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

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

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

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

2.4.1 Payment Terms and Methods

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

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

The Supplier shall accept payment from Clients by cheque, Electronic Funds Transfer ("EFT") or Purchasing Card at no extra cost to the Client.

2.4.1.1 Electronic Fund Transfer

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

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

2.5 Agreement Management Support to OEM

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

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

2.6 Supplier's Performance Management Scorecard

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

- On time delivery of high quality Product and Services at the Agreement Rates;
- Exceptionally high Client satisfaction levels are maintained;
- On-time Agreement activity reporting to OEM;
- On-time Cost Recovery Fee remittance; and,
- Continuous improvement.

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

- The approval or rejection, in whole or in part, of Supplier Rate refresh requests;
- The approval or rejection of Supplier request to add other related Product and Services to the Agreement;
- Agreement extensions; and,
- Agreement termination;

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

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

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

2.7 Reporting to OECM

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

- Monthly:
 - Sales reports (e.g. including Client name, invoice number and date, address where Services were performed, and a description of the Services);
 - Quick Quote status reports;
- Quarterly:
 - CSA status reports;
 - Savings reports; and,
 - Performance management reporting.

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

2.8 Disaster Recovery and Business Continuity

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

2.9 Environmental Considerations

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

2.10 Workplace Hazardous Materials Information System

The Supplier shall ensure Workplace Hazardous Materials Information System (“WHMIS”) safety data sheets (“SDSs”) are provided to Clients as required. Additionally, the Supplier should provide the Client’s personnel WHMIS training, as it relates to the Resources and equipment, in accordance with the Ontario Occupational Health and Safety Act.

Additional copies of SDSs should be provided by the Supplier to Clients, upon request.

2.11 Licences Right to Use and Approvals

The Supplier shall obtain all licences, right to use and approvals required in connection with the supply of the products and 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 Law to hold or obtain any such licence, right to use and approval to carry on an activity contemplated in its Proposal or in the 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.

2.12 Accessibility for Ontarians with Disabilities Act (“AODA”)

OECM and its Clients are committed to the highest possible standards for accessibility. The Supplier must be capable to recommend and deliver, as appropriate for the Deliverables, accessible and inclusive Resources consistent with the Ontario Human Rights Code (“OHRC”), the Ontarians with Disabilities Act, 2001 (“ODA”) and Accessibility for Ontarians with Disabilities Act, 2005 (“AODA”) and its regulations in order to achieve accessibility for Ontarians with disabilities.

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

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

2.13 Documentation

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

2.14 Rates

The proposed Product and Service Rates shall be firm for the first year of the Agreement. The Supplier may, however, lower its Rates for specific Client Services without affecting the Rates in the Agreement.

2.14.1 Travel Expenses

Applicable expenses for travel, meals and/or accommodation, if any, to perform Services must be approved by the Client in advance.

2.15 Quick Quote Process (Second Stage Selection Process)

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

1. Purchase required Products and related Services directly from a Supplier using the Rates set out in the Agreement (i.e. without using a Quick Quote process); or
2. Issue a Quick Quote for the required Products and related Services, to obtain better Rates and/or discounts based on specific criteria including but not limited to:
 - Committed volume;
 - Project based requirements; and
 - Customized order.

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

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

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

- Proposed Product and Services;
- Timelines for Product and Services; and,
- Final, net Rates.

2.16 Optional Rate Refresh

OECM's goal is to keep Rates as low as possible for Clients. However, the Supplier may request a pricing refresh, per Zone, annually beginning in November 1, 2019. A Supplier wishing to add other Zones may do so by offering Rates comparable to the current Agreement Zone Rates, if agreed to by OECM. The Supplier shall provide a written notice to OECM at least one hundred and twenty (120) days prior to July 5 annually, if requesting a pricing refresh.

As part of any review OECM will consider pricing adjustments that reflect changes in operation, adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, Fair Wage Policy, substantial fluctuations in foreign exchange Rates as published by Bank of Canada, ordinances or tariffs. Any pricing refresh request from a Supplier must be accompanied and supported by appropriate documentation (e.g. detailed calculations and individual Client impact analysis) to support any price adjustment. OECM may use a third party index (e.g. Consumer Price Index) in its Rates review. OECM will not consider any fixed costs or overhead adjustments in its review.

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

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

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

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

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

Agreements will be amended accordingly.

2.17 Saving Calculation

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

2.18 OECM Cost Recovery Fee

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

The Supplier shall pay to OECM a CRF of two point nine five percent (2.95%) on all Deliverables invoiced by the Supplier to the Clients through the Term of the Agreement. The CRF shall be paid to OECM on a quarterly basis based on the calendar year. HST is applicable to the CRF payments made to OECM.

The first CRF shall be paid to OECM by August 14, 2019, and shall include any Client purchases made between the Agreement execution date and May 1, 2019; and,

The CRF shall be paid quarterly thereafter.

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

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

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

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

Stages	Evaluation	Scoring Methodology and Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	Pass/Fail	Pass
Stage II	Technical Response	110	65
Stage III	Optional Presentation	No Point Allocation	Not Applicable
Stage IV	Commercial Response	30	Not Applicable
Stage V	Cumulative Score	140	Not Applicable
Stage VI	Tie Break	No Point Allocation	Not Applicable
Stage VII	Negotiations	No Point Allocation	Not Applicable

3.2 Stage I – Review of Qualification Responses (Pass/Fail)

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

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

Any Proposal that is not considered by OECM, to meet all qualification requirements, subject to the express and implied rights of OECM, will be disqualified and not evaluated further.

A Proposal must include the following **five (5)** qualification submission forms:

Appendix	Title of Appendix	Method of Submission
Appendix B	Form of Offer	<u>Complete within</u> OTP
Appendix C	Commercial Response	<u>Upload to</u> OTP
Appendix F	Consortium Information Form, if applicable	<u>Complete within</u> OTP, if applicable
Appendix G	Compliance with Agreement	<u>Upload to</u> OTP
Appendix K	OEM Undertaking	Upload to OTP

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

The Proponent will not be able to submit a Proposal after the Closing Date.

If the Proponent fails to insert any information required on the Form of Offer, and/or the Consortium Information Form if applicable, OECM may provide such Proponent with an opportunity to rectify such deficiency within a period of two (2) Business Days from notification thereof. Proponents satisfying the identified deficiencies on the Form of Offer, and/or the Consortium Information Form, if applicable, within such period will proceed to Stage II. Proponents failing to satisfy the identified deficiencies within such period will be disqualified and not evaluated further.

3.2.1 Form of Offer – Appendix B (Qualification Response Form)

The Proponent's Proposal must include a fully completed Appendix B – Form of Offer within OTP.

(a) Conflict of Interest

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

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

(b) Insurance

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

(c) General

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

A Proposal that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the RFP may be disqualified.

3.2.2 Commercial Response – Appendix C

The Appendix C – Commercial Response, posted as a separate Microsoft Excel file, must be completed and uploaded into the Commercial Envelope in OTP in accordance with the instructions contained below and in Appendix C, provided that the following shall apply:

- The Proponent shall propose maximum Rates per Zone for Products and Services applicable to all Clients;
- Unless otherwise stated all Rates shall be provided in Canadian funds and shall include all applicable costs, including, but not limited to overhead, materials, fuel, fuel surcharge, duties, tariffs, delivery, office support, profit, permits, licences, labour, insurance, and Workplace Safety Insurance Board costs;
- All Rates shall be quoted exclusive of the HST, or other similar taxes; and,
- In the event of any discrepancy in the Rates within a Proposal, the lowest Rate submitted shall prevail.

Proposed Rates for each category will be scored by EVSE Level and Zone. Appendix I provides further information on Zones.

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 in its Commercial Response.

3.2.3 Consortium Information Form – Appendix F (If Applicable)

Each Proposal must include, a fully completed Appendix F – Consortium Information Form within OTP, if applicable to the Proponent.

3.2.4 OEM Authorization:

If the Proponent is not the OEM of the propose Products and Services the Proponent must provide proof of current authorisation to sell the OEMs Products and Services

The OEM authorisation must be uploaded into OTP along with the Proponent's Proposal:

- **Appendix K – OEM Undertaking (If Applicable)**

OEM Undertaking, attached as Appendix K, must be completed, signed and uploaded into OTP along with the Proponent’s Proposal if the Proponent is not the OEM of the proposed Products and Services.

3.2.5 Compliance with Agreement – Appendix G

The Appendix G – Compliance with Agreement must be completed, and uploaded into the Qualification Envelope in OTP.

3.3 Stage II – Appendix E – Technical Response

The Appendix E – Technical Response includes a series of questions the Proponent is required to respond to. The responses will be assessed to determine the Proponent’s ability to fulfill the RFP Deliverables.

Stage II will consist of an evaluation and scoring of each Eligible Proposal on the basis of the Proponent’s Technical Responses. Only information contained within Appendix E – Technical Response will be evaluated in Stage II.

A Proposal that meets or exceeds the minimum thresholds will receive a **pass** in this stage and proceed to Stage III of the evaluation process.

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

It is important that the Proposal clearly provides all the necessary information so that a thorough assessment of the Proponent’s experience, qualifications, and capabilities can be made.

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

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

Each Technical Response should:

- Be complete (bullet point format is acceptable);
- Be concise and factual; and,
- Demonstrate the Proponent’s understanding of the RFP Deliverables by providing responses validating its capabilities.

The following is an overview of the point allocation and minimum threshold requirements for the applicable Technical Response components for this RFP:

Technical Response Components	Available Points	Minimum Threshold, if any
1. Capabilities and Qualifications	25	14
2. Product Offering (Networked Station)	65	40
3. Warranty and Maintenance	15	8
4. Customer Service	5	3
TOTAL POINTS:	110	65

Detailed point allocations are set out in Appendix E – Technical Response.

N/A indicates not applicable.

Stage II resulting scores, per Proposal, will be applicable to all proposed Zones and used when determining the cumulative score as described below in Section 3.6.

3.3.1 EVSE Specifications – Appendix L

The Appendix L – EVSE Specifications Form, posted as a separate Microsoft Excel file, must be completed and uploaded into the Appendix E- Technical Response Envelope in OTP.

3.4 Stage III – Optional Presentation

Proponents with the highest scoring Proposals or all Proponents may be invited to a presentation.

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

OECM will send a notice and further detail to the Proponent being invited at least three (3) 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 during the presentation. There may be a time restriction to the question and answer period.

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

3.4.1 Content

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

- Exhibiting the capabilities of its Products and Services;
- Implementation plan; and,
- Exhibit how it’s Products and Services offering brings value and savings to OECM Clients.

3.4.2 Attendance

Up to five (5) Proponent participants (including technical staff) may attend the presentation.

3.5 Stage IV – Commercial Response

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

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

Commercial Response Components	Available Points
1. Electric Vehicle Charging Stations (Equipment)	12
2. Design & Installation	7
3. Services	9
4. Additional Discounts	2
TOTAL POINTS:	30

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

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

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR Services		
Proposed Rates	Calculation	Resulting Points
If Proponent 1 proposes the lowest Rate of \$100.00 for Services, it would receive 100% of the points allocated.	$\$100 \div \$100 \times 12 \text{ Points}$	12
If Proponent 2 proposes the second lowest Rate of \$200.00 for Services, it would receive 50% of the points allocated.	$\$100 \div \$200 \times 12 \text{ Points}$	6
If Proponent 3 proposes the third lowest Rate of \$400.00 for Services, it would receive 25% of the points allocated.	$\$100 \div \$400 \times 12 \text{ Points}$	3

Where:

- \$0.00 is entered in any Rate cell, it is deemed to mean that the particular Products and Services **will be provided to Clients at no cost**. Therefore, when evaluating and scoring the Rates, a Proposal specifying \$0.00 in a Rate cell in Appendix C – Commercial Response shall receive the maximum point allocation for that particular Products and Services.
 - 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 Rate for a particular Products and Services, that 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.
 - In a hypothetical situation where five (5) Proposals were received and two (2) Proponents proposed \$0.00 Rate for a particular Products and Services, these Proponents will receive the maximum sub-point allocation, and the remaining three (3) Proponents will be evaluated based on sixty percent (60%) of the available sub-point allocation.
- N/A or not applicable is entered or there is left blank cell for the Products and Services, it is deemed to mean that the particular Products and Services will **not be provided** to Clients. Therefore, when evaluating and scoring the Rates, a Proposal specifying N/A or not applicable, or left blank in Appendix C - Commercial Response will receive a zero (0) point allocation for that particular pricing component.

Proponents are cautioned not to assume that the Proposal with the lowest Rate will result in an Agreement award, and there will be no legally binding relationship created with any Proponent prior to the execution of a written Agreement.

3.6 Stage V – Cumulative Score

At this stage, the scores from Stages II and IV will be totaled for each Proposal and subject to the express and implied rights of OEM; the Proponents with the highest scoring Proposals or all Proponents may become the Preferred Proponents and be invited to negotiations, as further described below.

Reference checks will be performed to confirm or clarify information provided within the Proposal. The reference checks themselves will not be scored, however, OEM may adjust Technical Response 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 Stage V, OECM may invite all Proponents to negotiations or break the tie by selecting the Proposal with the highest score in Stage II – Technical Response.

3.8 Stage VII – Negotiations

Concurrent negotiations, with the Preferred Proponents, will be based on the RFP requirements, and the Preferred Proponent's Proposal, understanding OECM is seeking the best overall solution and value for money for Clients.

The negotiations may include:

- Products and Services (e.g. performance, KPIs, penalties, reporting);
- Agreement terms and conditions;
- Additional references, if required;
- Rates; and,
- Best and Final Offer.

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

OECM intends to complete negotiations within fifteen (15) calendar days after notification. If, for any reason, OECM and a Preferred Proponent fail to reach an agreement within the aforementioned timeframe, OECM may at its sole and absolute discretion (a) request the Preferred Proponent to submit its Best and Final Offer; (b) terminate discussions and negotiations with that particular Preferred Proponent, or (c) extend the negotiation timeline.

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

3.9 Agreement Finalization

Upon, successful completion of the negotiation process the Preferred Proponent will be afforded five (5) Business Days to execute the Agreement. Once the Agreement has been executed, Clients may execute a CSA with the Supplier.

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

3.9.1 Notification to Other Proponents

Once the Agreement is executed between OECM and the Preferred Proponent or Proponents, the other Proponents shall be notified directly in writing and by public posting in the same manner that the RFP was originally posted, of the outcome of the procurement process and the award of the Agreement.

3.10 Agreement Launch and Marketing

OECM will promote the use of the Agreement with Clients as set out in Section 1.9. During the post-award period, the Supplier will be expected to meet with OECM, as-and-when-required, to discuss an effective collaborative Agreement launch approach.

OECM will work closely with the Supplier and request that, where available, communications and marketing experts join discussions to achieve the desired outcome. During this period, the Supplier should provide OECM the information as requested including, but not limited to:

- Supplier profile and logo;

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

[End of Part 3]

PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 RFP Timetable

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

RFP Timetable	
Event	Date/Time
OECM's Issue Date of RFP:	December 18, 2018
Proponent's Information and OTP Demonstration Session:	11:00:00 am on January 7, 2019
Proponent's Deadline for Questions:	5:00:00 pm on January 10, 2019
OECM's Deadline for Issuing Answers:	5:00:00 pm on January 18, 2019
Proponent's Deadline for Questions Pertaining to <u>Issued Documents only</u> :	5:00:00 pm on January 23, 2019
OECM's Deadline for Issuing Final Addenda:	5:00:00 pm on January 28, 2019
Closing Date:	2:00:00 pm on February 5, 2019
Agreement Start Date:	May 1, 2019

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

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

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

4.1.2 Proponent's Information and OTP Demonstration Session

The Proponent may, but is not required to, participate in the Proponent's Information and OTP Demonstration Session, which will take place at the time set out in Section 4.1.1.

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

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

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

Information provided during this session will be posted on OTP.

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

The Proponent can contact OTP technical support directly for further assistance, using the contact details set out in section 4.3.1.

4.1.3 Proponent to Follow Instructions

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

4.1.4 Proposal in English

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

4.1.5 OECM's Information in RFP Only an Estimate

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

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

4.1.6 Proponent's Costs

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

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

4.2 Communication after RFP Issuance

4.2.1 Communication with OECM

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

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

- Any employee or agent of OECM;
- Any member of OECM's governing body (such as Board of Directors, or advisors);
- Any employee, consultant or agent of OECM's Clients, including Advisory Group members; and,
- Any elected official of any level of government, including any advisor to any elected official.

4.2.2 Proponent to Review RFP

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

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

All questions submitted by Proponents shall be deemed to be received once the **Message** has entered into OECM's OTP inbox.

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

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

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

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

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

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

4.2.3 Proponent to Notify

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

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

The Proponent shall not:

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

4.2.4 All New Information to Proponents by way of Addenda

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

If OECM, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda on OTP. Each addendum shall form an integral part of this RFP.

Any amendment or supplement to this RFP made in any other manner will not be binding on OECM.

Such addenda may contain important information including significant changes to this RFP. The Proponent is responsible for obtaining all addenda issued by OECM.

The Proponent who intends to respond to this RFP is requested not to cancel the receipt of addenda or amendments option provided by OTP, since it must obtain all of the information documents that are issued on OTP.

In the event that 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

The Proponent shall submit its Proposal through Ontario Tenders Portal (OTP) at <https://ontariotenders.bravosolution.com/esop/nac-host/public/web/login.html>.

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

- Email at eTenderhelp_CA@bravosolution.com; or,
- By phone at 866-722-7390.

To be considered in the RFP process, a Proposal must be submitted and received **before** the Closing Date as set out in Section 4.1.1 and on OTP.

The Proponent is strongly encouraged to become familiar with the use of OTP well in advance of the Closing Date.

The Proponent will not be able to submit a Proposal **after** the Closing Date, as OTP will close the access to the RFP on the Closing Date.

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

4.3.2 Proposal Submission Requirements

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

- **Qualification Response must include:**
 - Appendix B – Form of Offer **completed within** OTP;
 - Appendix F – Consortium Information Form (if applicable) **completed within** OTP; and,
 - Appendix G – Compliance with Agreement completed and **uploaded to** OTP.
 - Appendix K – OEM Undertaking **NO Longer required.**
 - Reseller Authorization Letter(s) (if applicable) uploaded to OTP for each OEM, as set out in 4.3.2.2;
- **Technical Response should include:**
 - Appendix E – Technical Response **completed within** OTP.
 - Appendix L- EVSE Specifications completed and **uploaded to** OTP.
- **References:**
 - Appendix D – Reference Form **completed within** OTP.
- **Commercial Response must include:**
 - Appendix C – Commercial Response completed and **uploaded to** OTP.

4.3.2.1 Reseller Authorization

This point is no longer required.

4.3.2.2 OEM-Authorization Products and Services (if applicable)

A Proponent who is a reseller of any proposed Products and Services must submit within its Proposal **proof of current authorisation to sell the OEMs Products and Services**. The reseller authorization letter should include the following:

- **Proponents name;**
- **Proponent is an authorised reseller;**
- **Dated within one (1) month of Closing Date; and,**
- **Signed by an authorised representative from the OEM**

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

4.3.3 Other Proposal Considerations

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

- Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored;
- Completely address, on a point-by-point basis, each technical question in Appendix E – Technical Response. Technical Responses left blank and/or unanswered will receive a score of zero (0). Refer to Section 3.3;
- Information attached as part of the Commercial Envelope in OTP will not be considered as part of the evaluation of Evaluation Stage II - Technical Response. Refer to Section 3.3; and,
- The Proposal should be complete in all respects. Proposal evaluation and scoring applies only to the information contained in the Proposal, or accepted clarifications as set out in Section 4.3.12 Clarification of Proposals.

4.3.4 Proposal Receipt by OECM

Every Proposal received will be date/time stamped by OTP.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is received **on** or **before** the Closing Date.

4.3.5 Withdrawal of Proposal

A Proponent may withdraw its Proposal only by deleting its submission on OTP **before** the Closing Date.

4.3.6 Amendment of Proposal on OTP

A Proponent may amend its Proposal after submission through OTP, but only if the Proposal is amended and resubmitted **before** the Closing Date.

4.3.7 Completeness of Proposal

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

4.3.8 Proposals Retained by OECM

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

4.3.9 Acceptance of RFP

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

4.3.10 Amendments to RFP

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

4.3.11 Proposals will not be Opened Publicly

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

4.3.12 Clarification of Proposals

OECM shall have the right at any time after the Closing Date to seek clarification from any Proponent in respect of the Proposal, without contacting any other Proponent.

OECM will exercise this right in a similar manner for all Proponents who, in the opinion of OECM, make an unintentional error of form in its Proposal.

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

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

4.3.13 Verification of Information

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

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

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

4.3.14 Proposal Acceptance

The 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.

4.3.15 RFP Incorporated into Proposal

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

4.3.16 Exclusivity of Contract

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

4.3.17 Substantial Compliance

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

4.3.18 No Publicity or Promotion

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

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

4.4 Negotiations, Timelines, Notification and Debriefing

4.4.2 Negotiations with Preferred Proponent

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

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

If the Preferred Proponent and OECM cannot execute the Agreement within the allotted twenty (20) days, OECM will be at liberty to extend the timeline, request the Preferred Proponent to submit its Best and Final Offer as described in Section 3.8 or to terminate discussions and negotiations with the Preferred Proponent.

4.4.3 Failure to Execute an Agreement

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

If the Preferred Proponent cannot execute the Agreement within the allotted timeframe, OECM may rescind the invitation to execution and Agreement.

In accordance with the process rules in this Part 4 – Terms and Conditions of this RFP, there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement.

4.4.4 Notification to Other Proponents

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

4.4.5 Agreement

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

- Any such Agreement will commence upon signature by the duly authorized representatives of OECM and the Preferred Proponent; and,
- May include, but not be limited to, the general Agreement terms contained in Appendix A.

4.4.6 Debriefing

Any Proponent may request a debriefing after receipt of a notification of award. All requests must be in writing to OECM and must be made within sixty (60) days of notification of award. The intent of the debriefing information session is to aid the Proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

4.4.7 Bid Dispute Resolution

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

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

A protest in writing should include the following:

- A 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. OECM will engage an independent and impartial third party should the need arise.

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 and Services unless specifically requested. OECM shall maintain the information for a period of seven (7) years from the time of collection. Should OECM request such information, OECM will treat this information in accordance with the provisions of this Section;
- 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 Services 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 the Proponent. A Proponent should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by OECM and its 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, the Proponent agrees to the use of such information for the evaluation process, for any audit of this procurement process, and for contract management purposes.

4.5.7 Competition Act

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

4.5.8 Trade Agreements

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

For more information, refer to the following:

- Canadian Free Trade Agreement website at <https://www.cfta-alec.ca/>;

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

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.

4.5.10 Disqualification for Misrepresentation

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

4.5.11 References and Past Performance

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

4.5.12 Cancellation

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

4.6 Reserved Rights and Governing Law of OECM

4.6.2 General

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

- (a) Make public the names of any or all Proponents;
- (b) Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information, if accepted, into the Proposal, at OECM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- (c) Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in OECM's sole and absolute discretion;
- (d) Verify with any Proponent or with a third party any information set out in a Proposal;
- (e) Check references other than those provided by Proponents;
- (f) With supporting evidence, disqualify any Proponent on grounds such as:
 - Bankruptcy or insolvency;
 - False declarations;
 - Significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior agreement or agreements;
 - Final judgments in respect of serious crimes or other serious offence; or,
 - Professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent;
- (g) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;

- (h) Disqualify any Proponent who fails to cooperate with OECM which impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP;
- (i) Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached an agreement with OECM, or has otherwise failed to perform such agreement to the reasonable satisfaction of OECM (i.e. has not submitted required reporting and/or cost recovery fees to OECM);
- (j) Disqualify the Proponent who has been charged or convicted of an offence in respect of an agreement 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;
- (k) 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;
- (l) 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;
- (m) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (n) Reject a Subcontractor proposed by a Proponent within a consortium;
- (o) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;
- (p) 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 and Services 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 Products and Services,
 - o the Proposal prices exceed the funds available for the Products and Services, or,
 - o the funding for the acquisition of the proposed Products and Services has been revoked, modified, or has not been approved,

and where OECM cancels this RFP, OECM may do so without providing reasons, and OECM may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing.

- (q) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal;
- (r) Accept any Proposal in whole or in part;
- (s) If OECM receives a Proposal from a Proponent with Rates that are abnormally lower than the Rates in other Proposals, OECM may verify with the Proponent that the Proponent satisfies the conditions for participation and is capable of fulfilling the Agreement; or,
- (t) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM and/or its Clients or is otherwise engaged in a dispute with OECM and/or its Clients;

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.

4.6.3 Rights of OECM – Proponent

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

- Extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, OECM may, in its sole discretion, terminate the discussions;
- Exclude the Preferred Proponent from further consideration and begin discussions with the next highest scoring Proponent without becoming obligated to offer to negotiate with all Proponents; or,
- Exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP and issuing a new RFP for the same or similar Products and Services.

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

4.6.4 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.

4.6.5 Assignment

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

4.6.6 Entire RFP

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

4.6.7 Priority of Documents

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

4.6.8 Governing Law

The terms and conditions in this Part 4:

- Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);

- Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and,
- Are to be governed by and construed in accordance with the laws of the province or territory within which the Client is located and the federal laws of Canada applicable therein.

[End of Part 4]

APPENDIX A – FORM OF AGREEMENT

Appendix A – Form of Agreement is posted as a separate PDF file in OTP.

APPENDIX B – FORM OF OFFER

Appendix B – Form of Offer, contained in OTP, must be completed within OTP.

APPENDIX C – COMMERCIAL RESPONSE

Appendix C – Commercial Response attached as a separate document must be completed and **uploaded to** OTP.

APPENDIX D – REFERENCES

Appendix D – References contained in OTP, must be completed within OTP.

APPENDIX E – TECHNICAL RESPONSE

Appendix E – Technical Response, contained in OTP, must be completed within OTP.

APPENDIX F – CONSORTIUM INFORMATION FORM

Appendix F – Consortium Information Form, contained in OTP, must be completed within OTP.

APPENDIX G – COMPLIANCE WITH AGREEMENT

Appendix G – Compliance with Agreement attached as a separate document **must** be completed and **uploaded to OTP.**

APPENDIX H – SUPPLIER’S PERFORMANCE MANAGEMENT SCORECARD

To ensure Agreement requirements are met, the Supplier’s performance will be measured and tracked by OEMC to ensure:

- On time delivery of high quality Products and Services at the Agreement Rates;
- Exceptionally high Client satisfaction levels are maintained;
- On-time agreement activity reporting to OEMC;
- On-time Cost Recovery Fee remittance; and,
- Continuous improvement on Products and Services.

During the Term, the Supplier shall collect and report the agreed upon key performance indicators as requested by OEMC. The Supplier Performance Management Scorecard and other performance indicators will be used to measure the Supplier’s performance throughout the Term of the Agreement, ensuring Clients receive quality Products and Services. The Supplier’s performance score will be considered when OEMC contemplates Agreement activities such as:

- The approval or rejection, in whole or in part, of Supplier Rate refresh requests;
- The approval or rejection of Supplier request to add other related Products and Services to the Agreement;
- Agreement extensions; and,
- Agreement terminations.

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

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

Client may, when executing a CSA, seek other KPIs.

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

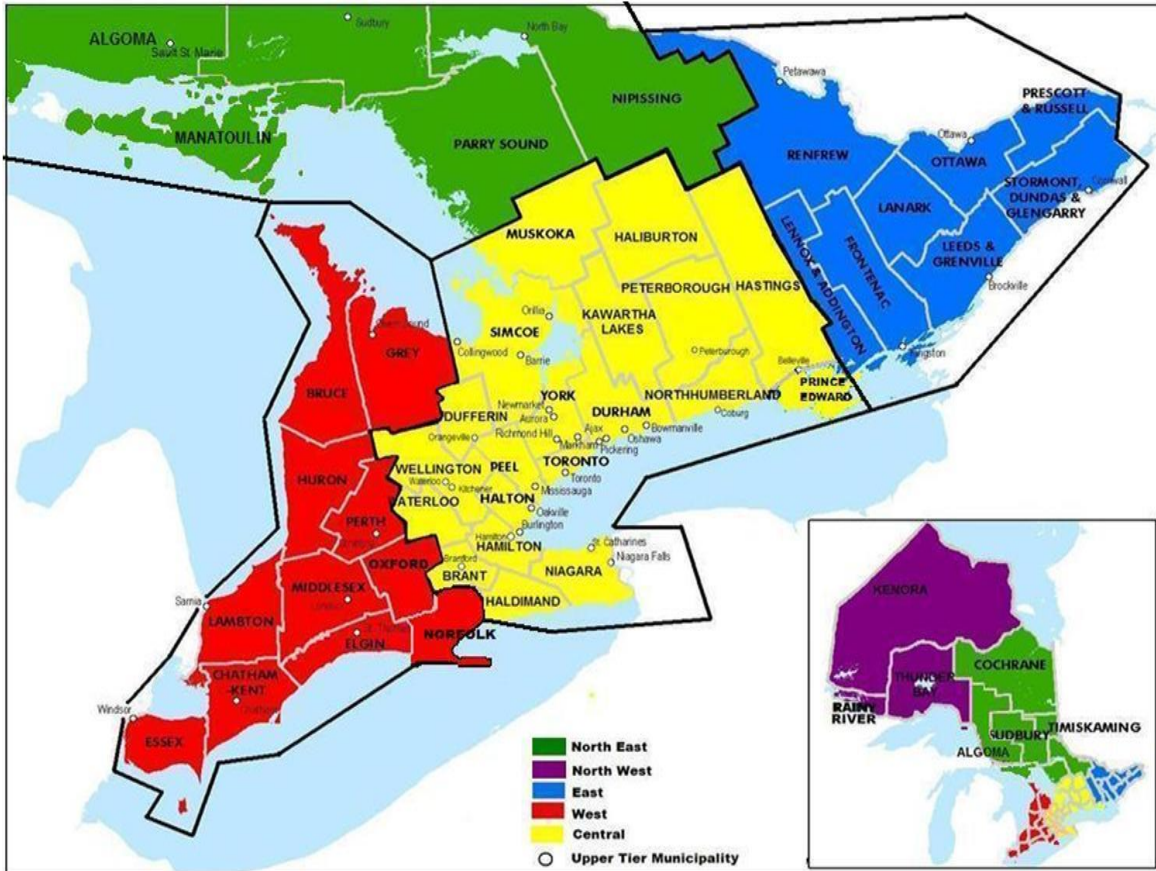
Client-Specific Performance Measures		
Key Performance Indicator	Performance Measurement	Performance Goal
Client Satisfaction – Client ratings for Service	High level of satisfaction from annual Client survey	98% satisfaction level
Client Issues – Number of Client complaints	Total of Client complaints annually out of total Client requests	Client complaints are less than 2% of total Client requests
Accurate Invoicing	Number of Invoicing errors annually	98% accuracy
Account Executive Response Time	Response time of less than 1 Business Day	98% of the time

OECM-Specific Performance Measures		
Key Performance Indicator	Performance Measurement	Performance Goal
Sales Report Submissions	On time	98% of the time
Client-Supplier Agreement Status reports Submissions	On time	98% of the time
Executed Client-Supplier Agreements receiving within thirty (30) days of execution	On time	98% of the time
Cost Recovery Fee Payment Remittance	Day of	98% of the time
Response time to OECM inquiries	24 hours	98% of the time

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

APPENDIX I – OEM GEOGRAPHICAL ZONES

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



APPENDIX J – OEEM SCHOOL BOARD, UNIVERSITY AND COLLEGE CLIENTS IN ONTARIO

Zones	School Board Clients			College Clients	University Clients
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		
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	
	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	
	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				

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

APPENDIX K – OEM UNDERTAKING

Appendix K– OEM Undertaking attached as a separate document **must** be completed and **uploaded to OTP.**

APPENDIX L – EVSE SPECIFICATIONS

Appendix L – EVSE Specifications attached as a separate document **must** be completed and **uploaded to OTP**