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**FACILITIES PROJECT MANAGEMENT SERVICES**

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**REQUEST FOR PROPOSALS NUMBER: #2017-287**

**Request for Proposals Issued On:** September 27, 2017

**Proponent's Information and OTP Demonstration Session** 2:00 pm on October 3, 2017

**Proponent's Deadline for Questions:** 5:00 pm on October 6, 2017

**Proponent's Deadline for Questions Pertaining to Issued Documents:** 5:00 pm on October 16, 2017

**Closing Date:** 2:00:00 pm on October 30, 2017 local time in Toronto, Ontario, Canada

All times specified in this RFP 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

<b>PART 1 – INTRODUCTION .....</b>	<b>5</b>
1.1 Invitation to Proponents .....	5
1.2 Objective of the RFP .....	5
1.3 Type of Agreement for Deliverables .....	5
1.4 No Contract A and No Claims .....	5
1.5 No Contract until Execution of Written Agreement .....	6
1.6 Non-Binding Rates Estimates .....	6
1.7 No Guarantee of Volume of Work or Exclusivity of Agreement .....	6
1.8 Overview of OECM .....	6
1.9 OECM Geographical Zones .....	6
1.10 Ontario Broader Public Sector Procurement Directive .....	6
1.11 Client’s Usage of Agreements .....	7
1.12 Client Participation in OECM Marketplace Agreements .....	7
1.13 Client-Supplier Agreements .....	8
1.14 Proponent Consortium Information .....	9
1.15 Rules of Interpretation .....	9
1.16 Definitions .....	9
<b>PART 2 - THE DELIVERABLES.....</b>	<b>12</b>
2.1. Description of Deliverables .....	12
2.2. Supplier Expertise and Capabilities.....	12
2.3. Types of Facilities Project Management Services .....	13
2.3.1 Project Management Services .....	13
2.4. Other Client Services .....	14
2.4.1 Procurement Support Services .....	14
2.4.2 Planning and Design Supports Services .....	14
2.4.3 Close-out Support Services .....	14
2.4.4 Additional Services.....	15
2.5. Customer Support to Clients .....	15
2.6. Client Reporting .....	15
2.7. Invoicing.....	15
2.8. Payment Terms and Methods .....	16
2.8.1 Electronic Fund Transfer .....	16
2.9. Agreement Management Support to OECM .....	16
2.9.1 Supplier’s Performance Management Scorecard.....	16
2.9.2 Reporting to OECM.....	17
2.9.3 Sales Reports.....	17
2.10. Documentation .....	17
2.11. Disaster Recovery and Business Continuity .....	18
2.12. Licences, Right to Use and Approvals .....	18
2.13. Accessibility for Ontarians with Disabilities Act .....	18
2.14. Services Rates.....	18
2.14.1 Optional Rate Refresh.....	18
2.15. Optional Process to Add Other Services .....	19
2.16. Saving Calculation .....	19
2.17. OECM Cost Recovery Fee.....	19
<b>PART 3 – EVALUATION OF PROPOSALS .....</b>	<b>20</b>
3.1 Stages of Proposal Evaluation .....	20
3.2 Stage I – Review of Qualification Response (Pass/Fail) .....	20
3.2.1 Form of Offer – Appendix B (Qualification Response Form) .....	20
3.2.2 Commercial Response – Appendix C (Qualification Submission Form).....	21
3.2.3 Consortium Information Form – Appendix F (Qualification Submission Form if Applicable) .....	21
3.2.4 Compliance with Agreement – Appendix G (Qualification Submission Form).....	21
3.3 Stage II – Technical Response (70 Points) .....	21
3.4 Stage III – Optional Presentation .....	22
3.4.1 Content .....	23
3.4.2 Attendance .....	23

3.5	Stage IV – Commercial Response (30 Points).....	23
3.6	Stage V – Cumulative Score .....	25
3.7	Stage VI - Tie Break Process .....	25
3.8	Stage VII – Negotiations .....	25
3.9	Agreement Finalization .....	25
3.9.1	Notification to Other Proponents .....	25
3.10	Agreement Launch and Marketing .....	25

**PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS .....27**

4.1	General Information and Instructions .....	27
4.1.1	RFP Timetable .....	27
4.1.2	Proponent’s Information and OTP Demonstration Session .....	27
4.1.3	Proponent to Follow Instructions .....	28
4.1.4	Proposal in English .....	28
4.1.5	OECM’s Information in RFP Only an Estimate .....	28
4.1.6	Proponent’s Costs .....	28
4.2	Communication after RFP Issuance.....	28
4.2.1	Communication with OECM .....	28
4.2.2	Proponent to Review RFP .....	28
4.2.3	Proponent to Notify .....	29
4.2.4	All New Information to Proponents by way of Addenda .....	29
4.3	Proposal Submission Requirements .....	29
4.3.1	General .....	29
4.3.2	Proposal Submission Requirements .....	30
4.3.3	Other Proposal Considerations .....	30
4.3.4	Proposal Receipt by OECM .....	30
4.3.5	Withdrawal of Proposal .....	31
4.3.6	Amendment of Proposal on OTP .....	31
4.3.7	Completeness of Proposal .....	31
4.3.8	Proposals Retained by OECM .....	31
4.3.9	Acceptance of RFP .....	31
4.3.10	Amendments to RFP .....	31
4.3.11	Proposals will not be Opened Publicly .....	31
4.3.12	Clarification of Proposals .....	31
4.3.13	Verification of Information .....	31
4.3.14	Proposal Acceptance .....	32
4.3.15	RFP Incorporated into Proposal .....	32
4.3.16	Exclusivity of Contract.....	32
4.3.17	Substantial Compliance .....	32
4.3.18	No Publicity or Promotion.....	32
4.4	Negotiations, Timelines, Notification and Debriefing .....	32
4.4.1	Negotiations with Preferred Proponent .....	32
4.4.2	Failure to Execute an Agreement.....	32
4.4.3	Notification to Other Proponents .....	33
4.4.4	Agreement .....	33
4.4.5	Debriefing.....	33
4.4.6	Bid Dispute Resolution.....	33
4.5	Prohibited Communications, Confidential Information and FIPPA .....	33
4.5.1	Confidential Information of OECM.....	33
4.5.2	Confidential Information of the Proponent.....	34
4.5.3	Proponent’s Submission .....	34
4.5.4	Personal Information .....	34
4.5.5	Non-Disclosure Agreement .....	34
4.5.6	Freedom of Information and Protection of Privacy Act .....	34
4.5.7	Competition Act.....	35
4.5.8	Trade Agreements .....	35
4.5.9	Intellectual Property .....	35
4.5.10	Disqualification for Misrepresentation .....	35
4.5.11	References and Past Performance .....	35
4.5.12	Cancellation .....	35
4.6	Reserved Rights and Governing Law of OECM.....	35

4.6.1	General .....	35
4.6.2	No Liability .....	37
4.6.3	Assignment .....	37
4.6.4	Entire RFP .....	37
4.6.5	Priority of Documents.....	37
4.6.6	Governing Law.....	37

<b>APPENDIX A – FORM OF AGREEMENT .....</b>	<b>39</b>
<b>APPENDIX B – FORM OF OFFER.....</b>	<b>40</b>
<b>APPENDIX C – COMMERCIAL RESPONSE .....</b>	<b>41</b>
<b>APPENDIX D – REFERENCE FORM.....</b>	<b>42</b>
<b>APPENDIX E – TECHNICAL RESPONSE .....</b>	<b>43</b>
<b>APPENDIX F – CONSORTIUM INFORMATION FORM.....</b>	<b>44</b>
<b>APPENDIX G – COMPLIANCE WITH AGREEMENT .....</b>	<b>45</b>
<b>APPENDIX H – SUPPLIER’S PERFORMANCE MANAGEMENT SCORECARD .....</b>	<b>50</b>
<b>APPENDIX I – GEOGRAPHICAL ZONES.....</b>	<b>51</b>
<b>APPENDIX J – OECS SCHOOL BOARD, UNIVERSITY AND COLLEGE CLIENTS IN ONTARIO .....</b>	<b>52</b>
<b>APPENDIX K – LIST OF RELEVANT PROJECTS FOR CATEGORY B .....</b>	<b>53</b>

## PART 1 – INTRODUCTION

### 1.1 Invitation to Proponents

This non-binding Request for Proposals (“RFP”) is an invitation to obtain Proposals from leading edge Proponents for the provision of Facilities Project Management Services (“Services”) on an as-and-when-required basis to support OECM Clients as further described in Part 2 – the Deliverables (the “Deliverables”).

This RFP is issued by OECM.

### 1.2 Objective of the RFP

The objective of this RFP is to procure Services and award Master Agreements (“Agreements”) for OECM Clients to satisfy their needs as described in Part 2 – The Deliverables, and select a Supplier to:

- Provide high quality project management Services as required by the Clients;
- Oversee all aspects of the Client’s project, as required;
- Provide Services for projects in Category A and/or Category B;
- Identify areas and strategies to improve Service delivery;
- Identify risk and risk mitigation strategies; and
- Identify process improvements and cost reductions.

### 1.3 Type of Agreement for Deliverables

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

The Term of the Agreement is intended to be for approximately three (3) years, with an option in favour of OECM to extend the Term of the Agreement on the same terms and conditions for up to two (2) additional years. Agreement management performance (i.e. Client retention, satisfaction, key performance indicators, quality, Services provision and response time, reporting and any commitments made in the Supplier’s Proposal) will be considered when contemplating an Agreement extension.

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

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

### 1.4 No Contract A and No Claims

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

- 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.

#### **1.5 No Contract until Execution of Written Agreement**

This RFP process is intended to identify prospective Proponents for the purposes of negotiating a potential Agreement. The negotiation process is further described in Part 3 – Evaluation of Proposals.

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

#### **1.6 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.

#### **1.7 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.

#### **1.8 Overview of OECM**

OECM is a trusted not-for-profit sourcing partner for Ontario's education sector, broader public sector, and other not-for-profit organizations. We contract with innovative, reputable suppliers to offer a comprehensive choice of quality products and services, to generate significant savings for our customers.

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

#### **1.9 OECM Geographical Zones**

OECM Clients, in Ontario, are located in five (5) geographical Zones (as set out below, in Appendix I and Appendix J):

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

#### **1.10 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 - <http://www.doingbusiness.mgs.gov.on.ca/mbs/psb.nst/English/BPSSC-Sec>

#### **1.11 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 of the Agreement.

**Part Two** (or the 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 Services, a Client may select a Supplier, or issue a Request for Services to the Supplier for their specific Services requirements. If selected by the Client, the Supplier shall provide the Services in accordance with the specifications stated in the Agreement and in the Client's CSA.

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

- Services proposed;
- Expected timelines; and,
- Final, net Rates.

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

#### **1.12 Client Participation in OECM Marketplace Agreements**

OECM currently has four hundred and eighty-one (481) Clients using one (1) or more OECM agreements:

- One-hundred and seventeen (117) School Boards, Colleges and Universities; and,
- Three-hundred and sixty-four (364) other public organizations.

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

Year over Year	Spend Growth %
2012 over 2011	60%
2013 over 2012	50%
2014 over 2013	41%
2015 over 2014	17%
2016 over 2015	34%
July 2017 over July 2016	14%

The above information is as of July 2017. For more information about OECM, please visit <http://www.oecm.ca/>.

### 1.13 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 in respect to the facilities project management directly to onboard Clients;
- Marketing Client benefits;
- Responding to Request for Services;
- Executing CSAs with interested Clients;
- Providing excellent and responsive customer service;
- Gathering and maintaining Client and market intelligence, including contact information;
- Providing a well-defined implementation plan with applicable Client involvement; and,
- Identifying improvement opportunities.

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

- Using online communication tools to inform and educate;
- Using campaigns to highlight Services offering;
- Holding information sessions and/or webinars, as required;
- Attending, where appropriate, Client events;
- Attending, along with the Supplier, trade shows;
- Facilitating Request for Services requests, as required;
- Facilitating CSA execution, where appropriate;
- Providing effective business relationship management;
- Managing and monitoring Supplier performance;
- Facilitating issue resolution; and,
- Marketing improvement opportunities.



#### 1.14 Proponent Consortium Information

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

- One (1) of the members of the consortium shall identify itself as the Proponent and shall complete, and upload into Ontario Tenders Portal (“OTP”) along with its Proposal the Form of Offer on behalf of the consortium;
- The Proponent must also list all other consortium members and what each will supply; and,
- The Proponent shall assume full responsibility and liability for the work and actions of all consortium members with respect to the obligations to be assumed pursuant to this RFP.

#### 1.15 Rules of Interpretation

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

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

#### 1.16 Definitions

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

**“Applicable Law”** means any common law requirement (including Bill 7 of the *Ontario Labour Relations Act*) 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 Proponent is invited 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 9:00 a.m. to 5:00 p.m., except when such a day is a public holiday, as defined in the *Employment Standards Act* (Ontario), or as otherwise agreed to by the parties in writing;

**“Client”** means an organization such as school boards or authorities, colleges, universities, shared service organizations, not-for-profit organizations, municipalities and local boards, hospitals, other health care agencies, publicly 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 a Client and a Supplier for the provision of the Deliverables in this RFP;

**“Closing Date”** means the Proposal submission date and time on OTP and 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 the Proponent submits within Appendix C in 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 OECM’s operating costs as a not-for-profit/non share corporation, which is based on the before tax amount invoiced by the Supplier to Clients for Deliverables acquired through OECM’s competitively sourced agreements. Once CSAs have been executed, this fee is collected and remitted by the Supplier to OECM on a quarterly basis;

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

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

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

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

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

**“OECM’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 publicly funded organizations;

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

**“Project Value Ratio Rate”** means the percentage Rate charged by the Supplier based on the total estimated dollar value of the Services requested by the Client;

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

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

**“Province”** means the Province of Ontario;

**“Rate”** means the maximum price for the Deliverables as set out in the Proponent’s submitted Appendix C – Commercial Response;

**“Request for Proposals” or “RFP”** means (a) this non-binding Request for Proposals #2017-287 issued by OECM, including all appendices and addenda thereto; and, (b) OECM and Proponent will negotiate whereby parties exchange offers and counteroffers until a point where they reach either (i) an agreement in respect of the object of the negotiations; (ii) the Proponent submits its BAFO; or (iii) the parties conclude that they will not reach an agreement and discontinue negotiations;

**“Request for Services”** means a request for pricing for specific Services issued by a Client or OECM on behalf of a Client to the Supplier;

**“Services”** means all the services, and work in Category A and/or Category B 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;

**“Subcontractor”** includes the Supplier’s subcontractors or third party service 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 OECM 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 a part of the technical envelope;

**“Term”** has the meaning set out in Section 1.3 of this RFP;

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

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

[End of Part 1]

## PART 2 - THE DELIVERABLES

### 2.1 Description of Deliverables

The Supplier shall provide a broad range of quality, cost effective Services as its relates to the capital improvements projects in one (1) or both of the following two (2) Categories to OECM Clients on an as-and-when required basis including, but not limited to:

Category	Service Value
<b>Category A</b>	<b>Services valued up to \$2,499,999.99</b> (e.g. roofing, renovations; flooring installation, painting, exterior work including windows, cladding)
<b>Category B</b>	<b>Services valued over \$2.5 million</b> (e.g. new build/additions, combination of multiple sub projects, renovations, roofing)

The Proponents may submit a Proposal for one (1) or both Categories.

### 2.2 Supplier Expertise and Capabilities

The Supplier should deliver the Services to meet the requirements set out in this RFP during the Term of the Agreement and should possess, at a minimum, the experience, expertise and capabilities set out below:

- Demonstrated knowledge and experience in project management related services to the degree of complexity of the project (e.g. Category A and/or Category B);
- Demonstrated ability to manage diverse activities;
- Ability to prepare reports and deliver presentations;
- Excellent understanding of design specifications and drawing documentation;
- Demonstrated ability to understand and apply Client's bonding requirements, as required;
- Demonstrated proficiency with the construction industry standards (e.g. building and related codes);
- Demonstrated experience working collaboratively on similar projects;
- Proven ability to provide experienced and knowledgeable support personnel;
- Demonstrated experience providing professional and timely customer support in a safe manner/environment;
- Demonstrated ability to provide advice and or training to Client's staff as required;
- Demonstrated experience with the ten (10) project management knowledge areas (e.g. Project Integration Management, Project Scope Management, Project Cost Management, Project Quality Management, Project Human Resources Management, Project Communications Management and Project Risk Management)Project Management Body of Knowledge ("PMBOK") as it relates to the building project management;
- Demonstrated experience with Workplace Hazardous Materials Information System ( )"WHMIS") and other construction related safety standards;
- Familiarity with Canadian Construction Documents Committee ("CCDC") 2 contracts (Stipulated Price Contract which is the product of a consensus building process aimed at balancing the interest of all parties on the construction project);
- Demonstrate ability to provide adequate insurance;
- Demonstrated ability to project savings to be realized due to multi-project and multi-Client participation; and,

- Commitment to continuous improvement.

### **2.3 Types of Facilities Project Management Services**

The Supplier shall provide comprehensive management and control of all aspects of the project throughout all phases of its life cycle to achieve described Service objectives defined in terms of time, quality, sustainability and cost. Through the application of appropriate project management techniques, the Supplier will lead and manage the efforts of the project team to achieve the objective of the project and to meet the Clients requirements. Supplier's personnel shall at all times be directly responsible for the management of the project.

Services will vary from Client to Client depending on type and scope of work and may include, but are not limited to:

- Renewal projects;
- Building condition initiative projects;
- Major repair projects;
- Major renovation projects; and,
- New build.

#### **2.3.1 Project Management Services**

The Supplier shall as determined by the Clients provide Services which may include, but are not limited to:

- Manage Services on behalf of the Clients;
- Review specifications;
- Review project budget and timeline objectives;
- Provide and monitor project schedule and development;
- Develop and monitor tasks and milestones;
- Carry out interim site inspection and report as necessary;
- Provide progress reports as required;
- Make presentations as required;
- Co-ordinate the review of all architectural shop drawings as prepared by sub-trades;
- Co-ordinate the review of all mechanical and electrical shop drawings as submitted by sub-trades;
- Manage all changes to the scope of project through the change notice/change order process;
- Coordinate and manage Client's inputs and approvals as it relates to the construction contract;
- Attend all construction site meetings to monitor construction and ensure that all issues are addressed promptly. Attend meetings with the contractors as the Client's representative to identify and resolve issues and determine the status of work in progress;
- Oversee construction contracts as the owner representative, including detailed scheduling and coordination. Review and approve any changes and manage contract implementation for conformity with the approved design;
- Ensure compliance with the commissioning of the buildings and systems as set out by the owner's direction and ensure that manufacturers and installers provide training and/or technical assistance and direction for the safe operation and maintenance of the building and systems to the Client's staff;

- Review and approve submitted costs, including review of invoices and quotes and track both against budget and timelines;
- Co-ordinate with consultants the final municipal approvals and inspections, including procurement of Occupancy Permit;
- Demonstrate ability to provide Services after hours in the educational institutions and other BPS entities; and,
- Attend other meetings as per Client's request.

## **2.4 Other Client Services**

The Supplier shall provide other Client Services, if required by the Client including, but not limited to:

- Procurement support Services;
- Planning and design support Services; and,
- Close-out support Services.

### **2.4.1 Procurement Support Services**

The Supplier shall, if required by the Clients, support the Client's procurement process requirements for the Client's capital improvement project(s), including but not limited to consultants and general contractors. The procurement support Services may include, but will not be limited to:

- Manage and track the development of pre-qualification or tender documents;
- Conduct verification of references of contractors, if required;
- Ensure that the Client's interest are addressed via the supplementary conditions;
- Arrange and participate in pre-bid site meetings, if required;
- Manage and support the resolution of questions and issues that arise during the procurement process as directed by the Clients;
- Attend procurement submissions opening, prepare bid analysis, distribute results and provide a letter of recommendation; and,
- Ensure that letters of intent and/or draft construction contract documentation for execution are issued to successful bidders.

### **2.4.2 Planning and Design Supports Services**

The Supplier shall, if required by the Clients, support the Client's planning and design phase of the capital improvement project(s). The planning and design support Services may include, but will not be limited to:

- Lead the design coordination process, ensure comprehensive review of drawings and specifications;
- Coordinate Client's input and approvals required during design development process;
- Ensure that Client's applications necessary for the provision of construction projects and approval process proceed on timely basis;
- Lead and manage, if required, valued engineering process(s) to maintain the project budget.

### **2.4.3 Close-out Support Services**

The Supplier shall, if required by the Clients, support the Client's close-out of the capital improvement project(s) which may include, but will not be limited to:

- Review all work with consultants and the Client to identify any deficiencies;

- Provide advice on corrective actions required and guide service providers as required to achieve compliance;
- Close-out all consultant and other contracts related to the project;
- Document all lessons learned for the Client; and,
- Provide evaluation/analysis of contractors, architects and consultants that participated in the project.

#### **2.4.4 Additional Services**

During the Term of the Agreement, if mutually agreed by OECM and the Supplier, additional Services may be added to the Agreement to align with Client needs. Agreements will be amended accordingly. Please refer to Section 2.15 for additional information.

#### **2.5 Customer Support to Clients**

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

- A responsive account executive assigned to the Client to support their needs by providing day-to-day and ongoing 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 Service delivery;
- Easy access to the Supplier (e.g. by online, toll free telephone number, email, voicemail, chat or fax) during Client's Business hours (i.e., Eastern Standard Time);
- Knowledge transfer, and no-charge educational events (e.g. webinars), if available;
- Perform customer satisfaction surveys coordinated with OECM;
- Attend meetings with Clients, as requested; and,
- Provide reports, upon request.

#### **2.6 Client Reporting**

The Supplier shall be responsible for providing various Service related reports to Clients including, but not limited to:

- Written reports on the rationale for actions recommended;
- Assisting the Clients in preparing internal reports;
- Provide status/progress reports to the Clients as requested;
- Deliver presentations to the Clients and/or their representatives;
- Budget reports; and,
- Risk management reports.

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

#### **2.7 Invoicing**

The Supplier shall submit the invoice quarterly or based on the Client requirements defined in the CSA to the Client after Services have been provided to the Client. Flexibility in invoicing processes is required. The invoices, in either paper or electronic format, as detailed in the Client's CSA shall be itemized and contain, at minimum, the following information:

- Client name and address;

- Invoice date and number;
- Description of the Services;
- Payment schedule including progress payment at milestones (e.g. percentage of payment to be determined by the Client and Supplier); and,
- Extended total.

## **2.8 Payment Terms and Methods**

Flexibility in payment processes is required. 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 discounts for Clients).

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

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

### **2.8.1 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.

## **2.9 Agreement Management Support to OECM**

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

- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- Attending business review meetings with OECM to review such information as:
  - CSAs and upcoming opportunities; and,
  - Review and monitor performance management compliance.
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- Timely submission of reports showing invoiced Services, the applicable CRF, and other ad hoc reports as required.

### **2.9.1 Supplier's Performance Management Scorecard**

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

- Timely delivery of high quality Services at the Agreement Rates;
- Exceptionally high Client satisfaction levels are maintained (i.e. survey);
- On-time agreement activity reporting to OECM;
- On-time Cost Recovery Fee remittance;



- Identifying improvement opportunities; and,
- Continuous improvement.

During the Term, the Supplier shall collect and report the agreed upon SLA as requested by OECM (but not exceeding quarterly reporting). 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 Services. The Supplier's performance score will be considered when OECM 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 Services to the Agreement;
- Agreement extensions;
- Agreement termination; and,
- The award of future OECM agreements.

Detailed SLAs will be established and agreed upon at the 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 H – Supplier Performance Management Scorecard for more details.

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

### **2.9.2 Reporting to OECM**

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

- Sales reports;
- CSA status;
- KPI report; and,
- Other ad hoc reports requested by OECM.

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.

### **2.9.3 Sales Reports**

The Supplier shall be responsible for providing quarterly sales reports to OECM. The reports shall include, but not be limited to:

- Client's organization name;
- Client's sector (College, School Board, University or other BPS);
- Client's address where Service occurred;
- Details and description of Service performed;
- Rates and Total cost (subtotal excluding taxes); and,
- Cost Recovery Fees.

### **2.10 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.

Further information is detailed in Appendix A – Form of Agreement.

## **2.11 Disaster Recovery and Business Continuity**

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

## **2.12 Licences, Right to Use and Approvals**

Suppliers shall obtain all permits, licenses, and approvals required in connection with the supply of the Services. The costs of obtaining such permits, licenses, and approvals shall be the responsibility of, and shall be paid for by, the Supplier.

Where a Supplier is required by Applicable Laws to hold or obtain any such permit, licence, 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 permit, license, or approval.

## **2.13 Accessibility for Ontarians with Disabilities Act**

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

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

The AODA may be found at [http://www.e-laws.gov.on.ca/html/statutes/english/elaws\\_statutes\\_05a11\\_e.htm](http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm)

## **2.14 Services Rates**

The proposed Rates, per Zone, shall be firm maximum Rates for the initial Term of the Agreement

### **2.14.1 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, on the third anniversary of the Agreement. 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 the third anniversary of the Agreement, 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, substantial fluctuations in foreign exchange Rates as published by Bank of Canada, or ordinances. 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 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 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 anniversary.

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

Agreements will be amended accordingly.

## **2.15 Optional Process to Add Other Services**

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

Additional Services requests from the Supplier must be accompanied by appropriate documentation (e.g. detailed calculations, Services description and rationale for the addition).

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

The Supplier may request the addition of Services annually. The Supplier shall provide a written notice to OECM at least one-hundred-and-twenty (120) days prior to first anniversary of the Agreement if requesting a Services refresh.

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

Agreements will be amended accordingly, if necessary.

## **2.16 Saving Calculation**

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

## **2.17 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 ninety five percent (2.95 %) on all Services 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 calendar year. HST is applicable to the CRF payments made to OECM.

- The first CRF shall be paid to OECM by April 10, 2018, and shall include any Client purchases made between the Agreement execution date and March 31, 2018; and,
- The CRF shall be paid quarterly thereafter.

HST is applicable to the CRF payments made to OECM.

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

OECM may, during the Term of the Agreement, implement other CRF methodologies. If this occurs, 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 for each Category**:

Stages	Evaluation	Scoring Methodology Maximum Points per Category and Zone (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	Pass/Fail	Pass
Stage II	Technical Response	70 Points	35 Points
Stage III	Optional Presentation	No Point Allocation	Not Applicable
Stage IV	Commercial Response	30 Points	Not Applicable
Stage V	Cumulative Score	100 Points	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 Response (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 for one (1) or more Categories must include the following four **(4)** qualification submission forms:

Appendix	Title of Appendix	Method of Submission
Appendix B	Form of Offer	Complete within OTP
Appendix C	Commercial Response	Upload to OTP
Appendix F	Consortium Information Form, if applicable	Complete within OTP, if applicable
Appendix G	Compliance with Agreement	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 (Qualification Submission Form)**

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 for 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, travel, 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.

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 (Qualification Submission Form if Applicable)**

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

**3.2.4 Compliance with Agreement – Appendix G (Qualification Submission Form)**

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

**3.3 Stage II – Technical Response (70 Points)**

The Appendix E – Technical Response includes a series of questions, for both Categories, 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, OECM will, in its sole and absolute discretion, determine whether the response complies with the requirements, and may seek clarification from the Proponent. The contradictory information may result in the Proposal receiving a low score for that particular 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 for Category A	Available Points per Zone	Minimum Point Threshold, if any
1. Proponent's Skills, Experience and Qualification	15	7.5
2. Proposed Methodology for Services	45	22.5
3. Proposed Team	10	N/A
<b>TOTAL POINTS FOR TECHNICAL RESPONSE:</b>	<b>70 Points</b>	<b>35 Points</b>

Technical Response Components for Category B	Available Points per Zone	Minimum Point Threshold, if any
4. Proponent's Skills, Experience and Qualification	25	12.5
5. Proposed Methodology for Services	40	20
6. Proposed Team	5	N/A
<b>TOTAL POINTS FOR TECHNICAL RESPONSE:</b>	<b>70 Points</b>	<b>35 Points</b>

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

N/A indicates not applicable.

### 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 resources 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 its Services capabilities;
- Demonstrating its technology (i.e. project management software);
- Exhibit how its Services offering brings value and savings.

**3.4.2 Attendance**

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

**3.5 Stage IV – Commercial Response (30 Points)**

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 per Zone for Category A
1. Hourly Rates for Services	9
2. Percentage (%) Rates/Project Value Ratio Rates for Services	12
3. Hourly Rates for Roles	9
<b>TOTAL POINTS:</b>	<b>30</b>

Commercial Response Components	Available Points per Zone for Category B
1. Percentage (%) Rates/Project Value Ratio Rates for Services	21
2. Hourly Rates for Roles	9
<b>TOTAL POINTS:</b>	<b>30</b>

Refer to Appendix C – Commercial Response for sub-point allocations.

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

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

<b>EXAMPLE OF PRICING EVALUATION of Hourly Rates for Services related to projects with value \$0 - \$749,999.99 for Year 1 (Category A)</b>		
<b>Proposed Rates</b>	<b>Calculation</b>	<b>Resulting Points</b>
If Proponent 1 proposes the lowest Rate of \$100.00, it would receive 100% of the points allocated.	$\$100 \div \$100 \times 3$ Points	3
If Proponent 2 proposes the second lowest Rate of \$200.00, it would receive 50% of the points allocated.	$\$100 \div \$200 \times 3$ Points	1.5
If Proponent 3 proposes the third lowest Rate of \$400.00, it would receive 25% of the points allocated.	$\$100 \div \$400 \times 3$ Points	0.75

<b>EXAMPLE OF PRICING EVALUATION of Percentage (%) Rates/Project Value Ratio Rates for Services related to projects with value \$2,500,000.00 - \$4,999,999.99 for Year 1 (Category B)</b>		
<b>Proposed Rates</b>	<b>Calculation</b>	<b>Resulting Points</b>
If Proponent 1 proposes Services Value Ratio of 1%, it would receive 100% of the points allocated.	$1\% \div 1\% \times 2$ Points	2
If Proponent 2 proposes Services Value Ratio of 2%, it would receive 50% of the points allocated.	$1\% \div 2\% \times 2$ Points	1
If Proponent 3 proposes Services Value Ratio of 3%, it would receive 25% of the points allocated.	$1\% \div 3\% \times 2$ Points	0.5

Where:

- \$0.00 is entered in any Rate cell, it is deemed to mean that the particular Resources **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 Resource.
  - 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 Resource, 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 Resource, 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 or is left blank in any cell for the Resource, it is deemed to mean that the particular Resource 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 per Category and per Zone, and subject to the express and implied rights of OECD; 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, OECD 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, for either Category, OECD may negotiate with both or all Proponents or break the tie by selecting the Proposal with the highest score in Stage IV – Commercial 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 OECD is seeking the best overall solution and value for money for Clients.

The negotiations may include:

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

OECD 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 OECD for improved Rates.

OECD intends to complete negotiations within fifteen (15) calendar days after notification. If, for any reason, OECD and a Preferred Proponent fail to reach an agreement within the aforementioned timeframe, OECD 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 OECD 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.

OECD 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 OECD and the Preferred Proponent, 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**

OECD will promote the use of the Agreement with Clients as set out in Section 1.13. During the post-award period, the Supplier will be expected to meet with OECD, 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:	September 27, 2017
Proponent's Information and OTP Demonstration Session:	2:00 pm on October 3, 2017
Proponent's Deadline for Questions:	5:00 pm on October 6, 2017
OECM's Deadline for Issuing Answers:	October 12, 2017
Proponent's Deadline for Questions Pertaining to <u>Issued Documents only</u> :	5:00 pm on October 16, 2017
OECM's Deadline for Issuing Final Addenda:	October 18, 2017
Closing Date:	2:00:00 pm on October 30, 2017
Agreement Start Date:	December 2017

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

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

- The preparation, presentation and submission of its Proposal;
- The Proponent's attendance at any meeting in relation to the RFP process, including any presentation and/or interview;
- The conduct of any due diligence on its part, including any information gathering activity;
- The preparation of the Proponent's own questions; 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 **Messages** 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 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](mailto: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, for one (1) or both Categories, 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) OTP; and,
  - Appendix G – Compliance with Agreement completed and **uploaded to** OTP.
- **Technical Response should include (please do not include any financial information)**
  - Appendix E - Technical Response **completed within** OTP.
- **References:**
  - Appendix D – Reference Form **completed within** OTP.
- **Commercial Response must include:**
  - Appendix C – Commercial Response completed and **uploaded** into OTP.

#### 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 Resources 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**

#### **4.4.1 Negotiations with Preferred Proponent**

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

#### **4.4.2 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.

#### **4.4.3 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.

#### **4.4.4 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.

#### **4.4.5 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.

#### **4.4.6 Bid Dispute Resolution**

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

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

A protest in writing should include the following:

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

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

### **4.5 Prohibited Communications, Confidential Information and FIPPA**

#### **4.5.1 Confidential Information of OECM**

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

- Remains the property of OECM and shall be removed from OECM's premises only with the prior written consent of OECM;
- Must be treated as confidential and shall not be disclosed except with the prior written consent of OECM;

- Must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement; and,
- Must be returned to OECM upon request.

#### **4.5.2 Confidential Information of the Proponent**

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

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

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

#### **4.5.3 Proponent's Submission**

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

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

#### **4.5.4 Personal Information**

Personal Information shall be treated as follows:

- Submission of information – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide Resources 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 Resources 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 OECCM or Clients, including but not limited to, logos, registered trademarks, or trade names of OECCM or Clients, at any time without the prior written approval of OECCM and the respective Client.

#### **4.5.10 Disqualification for Misrepresentation**

OECCM 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 OECCM and/or its Clients.

#### **4.5.12 Cancellation**

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

### **4.6 Reserved Rights and Governing Law of OECCM**

#### **4.6.1 General**

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

In addition to any other express rights or any other rights, which may be, implied in the circumstances, OECCM 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 OECCM'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 OECCM'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:
    - o Bankruptcy or insolvency;
    - o False declarations;
    - o Significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior agreement or agreements;
    - o Final judgments in respect of serious crimes or other serious offence; or,
    - o 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 Resources acquired of a similar nature and previously done work,
    - o the Proposal prices exceed the costs OECM or its Clients would incur by doing the work, or most of the work, with its own resources,
    - o the Proposal prices exceed the funds available for the Resources, or,
    - o the funding for the acquisition of the proposed Resources 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.

#### **4.6.2 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.

#### **4.6.3 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.

#### **4.6.4 Entire RFP**

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

#### **4.6.5 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.

#### **4.6.6 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, posted as a separate file on OTP, must be completed and uploaded into OTP.

## APPENDIX D – REFERENCE FORM

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

To: OECM

From: [Insert Proponent's Name]

The Proponent **must** complete and submit this Appendix.

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

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

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

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

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

Please refer to the RFP Section 1.3 (Type of Agreement), Section 3.9 (Agreement Finalization) and Section 1.16 (Definitions - for a definition of Agreement).

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
<b>MASTER AGREEMENT</b>					
<b>Article 1 – Interpretation and General Provisions</b>					
1.01	Defined Terms				
1.02	Entire Agreement				
1.03	Severability				
1.04	Interpretive Value of Contract Documents				
1.05	Force Majeure				
1.06	Notices by Prescribed Means				
1.07	Governing Law				
1.08	Third Party Benefits				
1.09	Counterparts				
1.10	Headings				
1.11	Extended Meanings				
1.12	Condonation Not a Waiver				
1.13	Changes by Written Amendment Only				
1.14	Rights and Remedies and Supplier Obligations Not Limited to Contract				

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
<b>Article 2 – Legal Relationship Between OEM/Client, Supplier and Third-Parties</b>					
2.01	Supplier's Power to Contract and Perform the Contract				
2.02	Representatives May Bind Parties				
2.03	Parties Not a Partner, Agent or Employee				
2.04	Responsibility of Supplier				
2.05	Liability of OEM				
2.06	Assignment				
2.07	Conflict of Interest				
2.08	Client-Supplier Agreement				
2.09	Contract Binding				
<b>Article 3 – Performance by Supplier</b>					
3.01	Supplier Performance and Client-Supplier Agreement				
3.02	Performance Warranty				
3.03	Use and Access Restrictions				
3.04	Notification by Supplier				
3.05	Work Volumes				
3.06	Reporting				
3.07	Compliance with <i>Accessibility for Ontarians with Disabilities Act</i>				
<b>Article 4 – Payment for Performance and Audit</b>					
4.01	Payment According to Contract Rates				
4.02	Invoicing				
4.03	Payment by Client				
4.04	Default Billing and Payment Process				
4.05	Hold Back or Set Off				
4.06	Expenses or Additional Charges				
4.07	Payment of Taxes and Duties				
4.08	OEM Cost Recovery Fee				
4.09	Interest on Late Payment				
4.10	Document Retention and Audit				
<b>Article 5 – Confidentiality and FIPPA/MFIPPA</b>					

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
5.01	Confidentiality and Promotion Restrictions				
5.02	Confidential Information				
5.03	Restrictions on Copying				
5.04	Injunctive and Other Relief				
5.05	Notice and Protective Order				
5.06	FIPPA and MFIPPA Records				
5.07	PIPEDA				
5.08	Survival				
<b>Article 6 – Intellectual Property and Use of OEMC or Client Insignia</b>					
6.01	Intellectual Property				
6.02	Use of OEMC or Client or Supplier Insignia or Logo				
6.03	Supplier Representation and Warranty Regarding Third-Party Intellectual Property				
6.04	Survival				
<b>Article 7 – Indemnity and Insurance</b>					
7.01	Supplier Indemnity				
7.02	Injunction Against Continued Use of Resources				
7.03	Supplier's Insurance				
7.04	Proof of Insurance				
7.05	Proof of Workplace Safety and Insurance Act Coverage				
7.06	Supplier Participation in Proceeding				
7.07	Disaster Recovery				
<b>Article 8 – Termination, Expiry and Extension</b>					
8.01	Immediate Termination of Contract				
8.02	Dispute Resolution by Rectification Notice				
8.03	Supplier's Obligations on Termination				
8.04	Effect of Termination on Client-Supplier Agreements				
8.05	Supplier's Payment Upon Termination				
8.06	Scope of Termination Rights				
8.07	Expiry, Client-Supplier Agreement Survival and Extension of Contract				

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
8.08	Alternative Dispute Resolution				
<b>Schedule 1 (Resources, Supplementary Provisions, and Rates)</b>					
Appendix A – Resources and Supplementary Provisions		N/A	N/A	N/A	N/A
Appendix B – Rates		N/A	N/A	N/A	N/A
Appendix C – Supplier’s Performance Management Scorecard		N/A	N/A	N/A	N/A
<b>Schedule 2 (Client Supplier Agreement)</b>					
<b>Article 1 – Definitions</b>					
<b>Article 2 – The Master Agreement</b>					
<b>Article 3 – Representatives for Client-Service Agreement</b>					
<b>Article 4 – Term of CSA</b>					
<b>Article 5 – Resources, Rates and Payment Process</b>					
<b>Article 6 – Rates and Payment</b>					
<b>Article 7 – Insurance</b>					
<b>Article 8 – Notices</b>					
<b>Article 9 – Termination</b>					
9.1	Termination by Either Party				
9.2	Termination by Client				
9.3	Supplier’s Obligations on Termination				
9.4	Supplier’s Payment Upon Termination				
9.5	Termination in Addition to Other Rights				
9.6	Survival Upon Termination				
<b>Article 10 – Publicity</b>					
<b>Article 11 – Legal Relationship Between Client, Supplier and Third-Parties</b>					
11.1	Supplier’s Power to Contract				
11.2	Representatives May Bind the Parties				
11.3	Independent Contractor				
11.4	Subcontracting or Assignment				
<b>Article 12 – General</b>					
12.1	Severability				
12.2	Force Majeure				
12.3	Changes By Written Amendment Only				
12.4	Section 217 Education Act et. al.				



<b>Number</b>	<b>Article/Section Description</b>	<b>Read and Understood (Yes/No)</b>	<b>AGREED (Yes/No)</b>	<b>Concern (If Not Agreed)</b>	<b>Change (If Not Agreed)</b>
12.5	Criminal Records Check				
12.6	Purchasing Policies and Guidelines				
Appendix A – Resources and Supplementary Provisions		N/A	N/A	N/A	N/A
Appendix B – Rates		N/A	N/A	N/A	N/A
Appendix C – Client’s Policies and Guidelines		N/A	N/A	N/A	N/A

N/A denotes not applicable.

## APPENDIX H – SUPPLIER’S PERFORMANCE MANAGEMENT SCORECARD

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

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

During the Term, the Supplier shall collect and report the agreed upon SLA as requested by OECM (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 OECM contemplates Agreement activities, such as:

- The approval or rejection, in whole or in part, of Supplier pricing refresh requests;
- The approval or rejection of Supplier request to add other related Services to the Agreement;
- Agreement extensions;
- Agreement terminations; and
- The award of future OECM agreements.

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

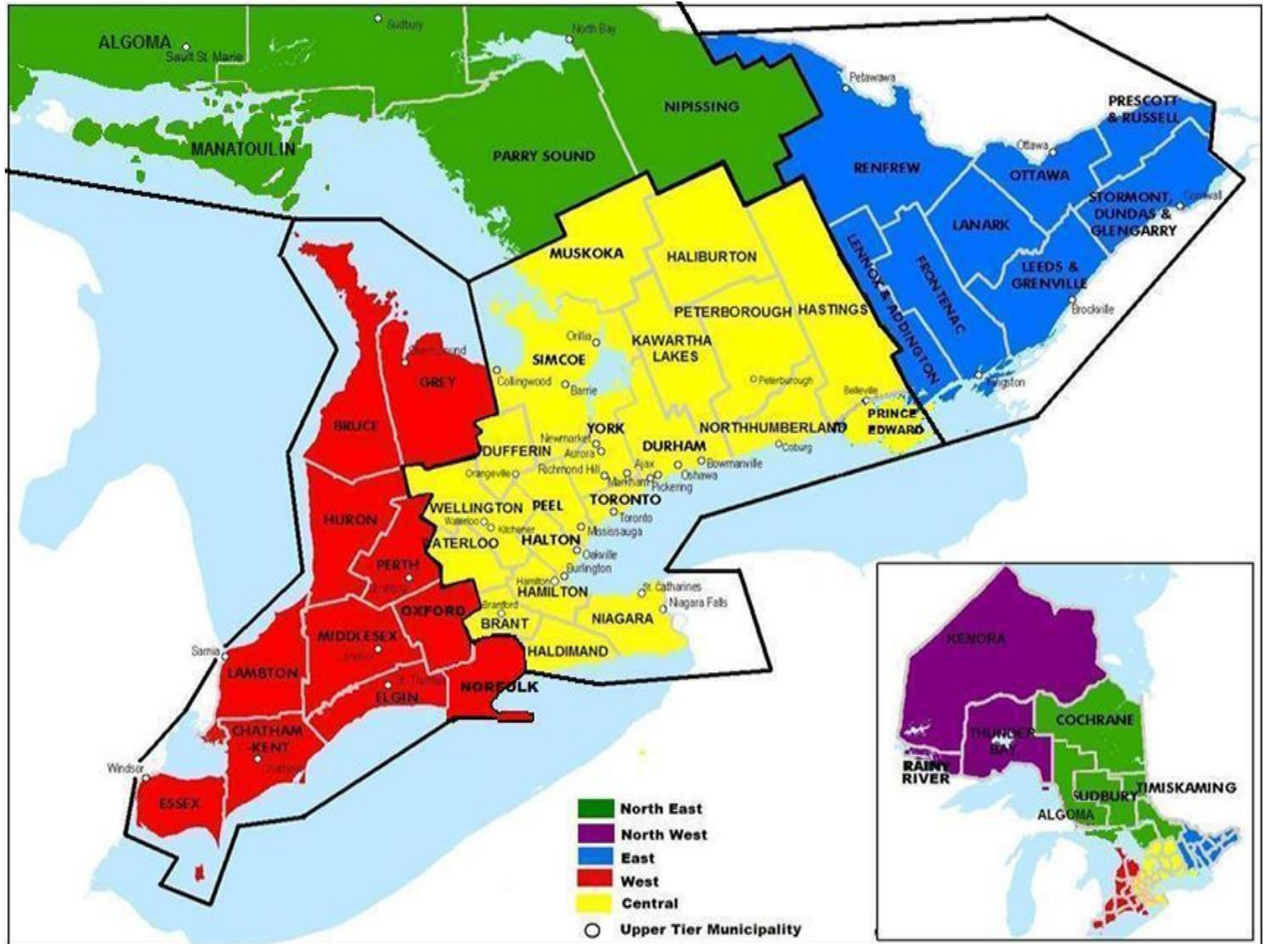
During the quarterly business review, OECM will review the KPIs with the Supplier. The KPIs may include but are not limited to the following:

Service	Indicator	Service Level	Measurement
• Services delivery	Completion of Services as agreed upon	On time completion based on mutually agreed upon timeline	98% + target
	On budget completion of Services		Less than 5% over quoted price
• Response time to inquiries		Measured Quarterly	24 hours
• Client Satisfaction survey after completion of Service Delivery	High level of satisfaction	Measured Quarterly	100% customer satisfaction
• Number of Client complaints - issues	Number of customer complaints	Report and tracked by OECM on a quarterly basis	Less than 2% of total Client requests
• Availability of Services to meet customers’ needs		Measured Quarterly	100%

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

## APPENDIX I – GEOGRAPHICAL ZONES

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



**APPENDIX J – OECM 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	Huron University College	
East	Algonquin and Lakeshore Catholic DSB	Limestone DSB	Upper Canada DSB	The Algonquin College of Applied Arts and Technology	Carleton University
	Catholic DSB of Eastern Ontario	Ottawa Catholic DSB		Canadore College of Applied Arts and Technology	University of Ottawa
	CSD catholique de l'Est Ontarien	Ottawa-Carleton DSB			Queen's University
	CSD catholique du Centre-Est de l'Ontario	Renfrew County Catholic DSB		La Cité collégiale	Dominican College Of Philosophy & Theology
	CSD des écoles publiques de l'Est de l'Ontario	Renfrew County DSB		St. Lawrence College of Applied Arts and Technology	
North East	Algoma DSB	CSD du Nord-Est de l'Ontario	Nipissing-Parry Sound Catholic DSB	Cambrian College of Applied Arts and Technology	Algoma University
	CSD catholique des Grandes Rivières	DSB Ontario North East	Northeastern Catholic DSB	Collège Boréal	Laurentian University
	CSD catholique du Nouvel-Ontario	Huron-Superior Catholic DSB	Rainbow DSB	Sault College	Nipissing University
	CSD catholique Franco-Nord	Near North DSB	Sudbury Catholic DSB		
	CSD du Grand Nord de l'Ontario				
North West	CSD catholique des Aurores Boréales	Lakehead DSB	Superior North Catholic DSB	Confederation College of Applied Arts and Technology	Lakehead University
	Keewatin-Patricia DSB	Northwest Catholic DSB	Superior-Greenstone DSB	Northern College of Applied Arts and Technology	Northern Ontario School of Medicine
	Kenora Catholic DSB	Rainy River DSB	Thunder Bay Catholic DSB		
West	Avon Maitland DSB	Lambton Kent DSB		Fanshawe College of Applied Arts and Technology	University of Windsor
	Bluewater DSB	London District Catholic SB		Lambton College of Applied Arts and Technology	
	Bruce-Grey Catholic DSB	St. Clair Catholic DSB		St. Clair College of Applied Arts and Technology	
	CSD des écoles catholiques du Sud-Ouest	Thames Valley DSB			
	Greater Essex County DSB	Windsor-Essex Catholic DSB			
	Huron-Perth Catholic DSB				

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

**APPENDIX K – LIST OF RELEVANT PROJECTS FOR CATEGORY B**

To: OECM

From: [Insert Proponent's Name]

The Proponent should outline all projects with value over \$15,000,000 that it has completed in the last three (3) years.

If provided space is insufficient, Proponent may add additional rows.

Number	Brief Description of the Project	Value	Start Date	End Date	Personnel Involved
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					