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FACILITIES CONDITION ASSESSMENT SERVICES
REQUEST FOR PROPOSALS NUMBER: #2016-273
(Final version with Amendments)

Request for Proposals Issued On: December 16, 2016

Proponent's Information Session: 11:00 am December 21, 2016

Proponent's Ontario's Tenders Portal Demonstration Session: 11:00 am January 5, 2017

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

Proponent's Deadline for Questions Pertaining to Issued Documents: 5:00 pm January 12, 2017

Closing Date: 2:00:00 pm on January 23, 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.

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This non-binding Request for Proposals (“RFP”) is an invitation to obtain Proposals from leading edge and innovative Proponents for the provision of Facilities Condition Assessment Services (“Services”) on an as-and-when-required basis to support OECM Clients.

The Services are 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 negotiate Services for OECM Clients, collaboratively, to satisfy their needs as described in Part 2 – The Deliverables, and select a Supplier to:

- Provide high-quality Services;
- Provide expertise in Facility Condition Assessment;
- Obtain data on the stock and physical condition of Facilities;
- Ensure an excellent working relationship with all the Clients involved in the assessment program;
- Provide performance management reporting;
- Identify areas and strategies to improve the delivery of Services;
- Provide a sustainable and predictable pricing model;
- Identify risk and risk mitigation strategies;
- Recognize and support opportunities for improvement by using new technologies; 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 multi-Supplier Master Agreements (“Agreement”) with qualified Suppliers for provision of the Deliverables.

The highest scoring Proponents as established in Part 3 – Evaluation of Proposals, will be invited to enter into Agreement negotiations with OECM as set out in Section 3.8.

The Term of the Agreement is intended to be for approximately five (5) years, with an option in favour of OECM to extend the Term of the Agreement on the same terms and conditions for up to five (5) years. Agreement management performance (i.e. Client retention, satisfaction, key performance indicators, quality, Service provision and response time, reporting, and any commitments made during in the Proponent’s Proposal) will be considered when contemplating an Agreement extension.

OECM intends that the Agreement will be signed on or about March 2017. The Agreement must be fully executed before the provision of any Deliverables commences.

Clients participating in the Agreement will execute a Client Supplier Agreement (“CSA”) with the Supplier 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, 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.

1.3.1 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.

1.3.2 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 Service 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.

1.3.3. 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.

1.3.4 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 Service, a Client may select a Supplier, or issue a Request for Services to the Supplier for their specific Service 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 Service pricing. However, a CSA must be signed before the provision of any Services commences.

1.4 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 as to those described in this RFP.

1.5 OECM's College Client Advisory Group/Background

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

Project Team Members	Client's Website
Centennial College of Applied Arts and Technology	http://www.centennial.ca/
Fanshawe College of Applied Arts and Technology	http://fanshawe.ca/
George Brown College of Applied Arts and Technology	http://www.georgebrown.ca/
Humber College of Applied Arts and Technology	http://www.humber.ca/
Sheridan College of Applied Arts and Technology	https://www.sheridancollege.ca/

Note: the above five (5) Colleges are working collaboratively on behalf of the twenty four (24) Colleges, which are listed in the Appendix I.

Currently there are twenty four (24) publicly funded Colleges in Ontario which require Facilities Condition Assessment Services. A comprehensive list of College Facilities, including their location, age, size and status (e.g. owned or long term leases) is provided in Appendix I. Colleges are responsible for managing a physical space inventory of approximately thirty (30) million square feet (or 2.8 million m2) including:

- More than five hundred (500) infrastructure assets, including buildings and major building components at more than hundred (100) College locations across the province of Ontario;
- College facilities are on average twenty seven (27) years old. Their estimated Current Replacement Value, excluding residential facilities is at least \$5.4 billion dollars;
- The Facilities Condition Index for all Colleges is estimated at 10.4%. Typically, a measure above 10% is an indicator of poor condition. FCI is the relationship between Deferred Maintenance needs of the Facility and the Current Replacement Value of the Facility;
- All College Clients currently use the VFA software; and,
- A link to each College website is located at: <https://www.ontario.ca/page/ontario-colleges>

In the past the Ontario Ministry of Training, Colleges and Universities (now "Ontario Ministry of Advanced Education and Skills Development") has acquired these Services through an RFP issued in 2012 and the resulting Agreement from that competitive process has since expired.

These College Clients as well as any other OECM Clients will have the option to use the resulting Agreement from this RFP process; however the above Clients are **not**, in any way, committed to participating in the resulting Agreement from this RFP.

1.6 Overview of OECM

OECM is a not-for-profit Ontario Broader Public Sector ("BPS") Group Procurement Organization ("GPO") whose core business is collaborative sourcing and supplier partnership management. OECM's goal is to generate savings and process efficiencies to public sector and not-for-profit organizations by offering collaboratively sourced and competitively priced products and services through the OECM marketplace supplier partners.

Working in collaboration with Clients, OECM:

- Establishes, promotes and manages non-mandatory agreements for products and services commonly used throughout their Client community;

- Supports Client's access and use of OECM agreements through analysis, reporting and the development of tools, guides, and other materials; and,
- Actively promotes adherence to the Ontario BPS Procurement Directive in all phases of the sourcing and agreement lifecycle.

1.7 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 procurement processes are managed consistently throughout the BPS. The directive applies to all School Boards, Colleges and Universities in Ontario.

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

- Personal Integrity and Professionalism.
- Accountability and Transparency.
- Compliance and Continuous Improvement.

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

1.8 Client Participation in OECM Marketplace Agreements

OECM currently has four-hundred and eleven (411) Clients using one (1) or more OECM agreements:

- One-hundred and eighteen (118) School Boards, Colleges and Universities; and,
- Two-hundred and ninety-three (293) 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 %
2011 over 2010	158%
2012 over 2011	60%
2013 over 2012	50%
2014 over 2013	41%
2015 over 2014	17%
October 2016 over October 2015	32%

The above information is as of November 2016. For more information about OECM, please visit <http://www.oecm.ca/>.

1.9 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:

- 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 (e.g. new technology).

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

- Using online communication tools to inform and educate;
- Holding information sessions and/or webinars, as required;
- Facilitating Request for Services requests, as required;
- Facilitating CSA execution, where appropriate;
- Recognizing and presenting the procurement savings (i.e. one (1) RFP, not many);
- Providing effective business relationship management;
- Managing and monitoring Supplier performance;
- Facilitating issue resolution.

1.10 Proponent Consortium Information

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

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

1.11 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.

1.12 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;

“Application” means the existing data base software used by the Clients designed to record Facility condition information, renewal projects and conduct analysis on future renewal needs, investments and facility condition. This data stored in the Application will be updated as a part of the contract by the Supplier;

“Architect” means the Supplier’s person who holds a licence, a certificate of practice or a temporary licence to engage in the practice of architecture in Ontario issued under the Architects Act;

“Assessment Team” means the Supplier’s qualified individuals who will be conducting the Facility Condition Assessments for the Clients;

“Asset” means property owned by a Client, regarded as having value;

“Asset Management” means an integrated, lifecycle approach for the effective stewardship of infrastructure assets to maximize benefits, manage risk and provide satisfactory levels of service to the users in a sustainable and environmentally responsible manner;

“Best and Final Offer” or **“BAFO”** means a process during the negotiation in which the Selected 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;

“Bidding System” means the electronic tendering platform **Ontario Tenders Portal (“OTP”)** <https://ontariotenders.bravosolution.com> through which a Proponent’s Proposal must be received by the Closing Date;

“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 details of these organizations;

“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;

“Buyer Organization” or **“OECM”** means the Ontario Education Collaborative Marketplace;

“Capital Asset” or **“Assets”** means a non- financial asset that has physical substance, is purchased, constructed, developed or otherwise acquired and is expected to have a Useful Life of longer than one year;

“Capital Renewal” means the repair or replacement of building components that are not functioning properly because, for example, they are nearing the end of their Useful Lives or are defective;

“Client” means an organization such as school board or authority, college, university, municipality, agency, not-for-profit and Broader Public Sector entities;

“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 on OTP and the time set out in Section 4.1.1 and may be amended from time to time in accordance with the terms of this RFP;

“College” means a college of applied arts and technology under the *Ontario Colleges of Applied Arts and Technology Act, 2002*;

“Client’s Facility or **“Client’s Facilities”** means a Facility or Building or Facilities or Buildings that house students in a wide range of programs, administrative and support activities and/or related Sites and Grounds. Any of these Facilities or Buildings may also include space that is leased or owned by a third party. Generally, these Facilities or Buildings will require the Services;

“Component” means a part of a Building, Building System or Site, such as boiler or part of a boiler as categorized in various Component lists such as UNIFORMAT II as components, sub-components or sub-elements;

“Condition Assessment” means the development of a profile of an existing Facilities Condition at a component level that makes recommendations for corrections and further studies. For the purposes of this RFP, these are two kinds of Facility Condition Assessments: Full Condition Assessments and New Facility Condition Assessments;

“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;

“Current Replacement Value” or **“CRV”** means the total expenditure in current dollars required to replace any Client’s Facility, inclusive of construction costs, design costs, project management costs and project administration costs;

“Current Year Capital Renewal” means the planned repair and replacement requirements for the current year that extend the life and retain the usable condition of Facilities’ Components and systems, not normally contained in the annual operating budget;

“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;

“Deferred Maintenance” means the total dollar amount of existing maintenance repairs and required replacements (Capital Renewal), not accomplished when they should have been, not funded in the current Fiscal Year or otherwise delayed to the future, and typically identified by a Condition Assessment;

“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;

“Engineer” means the Supplier’s person licensed to practice professional engineering in the Province of Ontario;

“Facility” or **“Facilities”** means a building or buildings, including Sites and any other permanent fixed structure on or related to a Site;

“Facility Condition Index” or **“FCI”** means the relationship between the Deferred Maintenance needs of the Facility and the Current Replacement Value of the Facility as defined in Section 2.4.6;

“Facilities Condition Management Information System” means the facilities condition assessment application currently in use by the Clients;

“Facilities Representative” means the Supplier’s Facilities Management representative from the Clients, assigned to guide the Assessment team through the Client’s Facilities;

“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;

“Full Facility Condition Assessment” means the Condition Assessment of buildings five (5) years or older as defined in Section 2.4;

“Gross Floor Area” means a unit of measure representing the cumulative total of a building(s) inclusive of all floors to the outside faces of exterior walls. Current data is in metric (square meters). The Gross Floor Area of a building is defined as the sum of the floor areas on all levels of a building that is totally enclosed within the building;

“Invasive Inspection” means the same as destructive testing and means a physical building inspection, Assessment that involves an invasive analysis of building Components, including opening, disassembling, cutting or specialized metering of the component to reveal the condition inside the component or beneath the surface;

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

“New Facility Condition Assessments” means the Condition Assessment performed on only the main building Components of buildings that are less than five (5) years old as defined in Section 2.5. All building components, building systems, core facility information and any optional fields, as approved by the Clients, will be entered into the application to support lifecycle forecasting;

“Non-Invasive Inspection” means the same as Visual Inspection or non-destructive testing and means an evaluation of the physical condition of building Components to determine maintenance and repair requirements by Visual Inspection, document review, and interview methods. This type of inspection does not include specialized metering, destructive testing, or disassembly of building Components;

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

“Preferred Proponent” means the Proponent that successfully reached an agreement with OEMC at the end of the negotiation process in accordance with the evaluation and negotiation process set out in this RFP;

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

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

“Province” means the Province of Ontario;

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

“Renewal” means the repair and replacement of building components that are not functioning properly because, for example, they are nearing the end of their Useful Lives or are defective;

“Request for Proposals” or **“RFP”** means (a) this non-binding Request for Proposals #2016-273 issued by OECM, including all appendices and addenda thereto; and, (b) OECM and the Selected 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 Selected Proponent submits its BAFO; or (iii) the parties conclude that they will not reach an agreement;

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

“Required Action” means a strategy for correcting a Requirement that includes the scope of work to be done and an itemized estimate of its cost (line items);

“Requirement” means a facility need or a deficient condition that should be addressed, including deferred maintenance, code issues, functional requirements, and capital improvements. A Requirement can affect an assembly, piece of equipment, or any other system. It is assigned a category, priority, and system in order for its costs to be categorized appropriately and time frame for action assigned;

“RSMeans” means a North American supplier of construction cost information that provides accurate and up-to-date cost information to carefully and precisely project and control unit costs of both new building construction and renovation projects;

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

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

“Site” means the land or grounds associated with a Client’s Facility;

“Soft Costs” refers to the value of design, project management, and administrative costs associated with a renovation or major repair. Soft costs are estimated to be 20% of the project cost;

“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 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 Proponents submit within OTP as 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;

“UNIFORMAT II” means ASTM E1557-97 “Standard Classification of building Elements and Related Sitework – UNIFORMAT II”. ASTM E1557, UNIFORMAT II, defines a standard classification for building elements and related site work – as defined in Appendix J;

“User” means any user of the Application for the Clients, or other assigned entities that will input, review or analyze information contained therein;

“Useful Life” means the estimate of either the period over which a Capital Asset is expected to be used or the number of production or similar units that can be obtained from the Capital Asset. The actual life of a

Capital Asset may extend beyond its estimated Useful Life of a Capital Asset, other than land, is finite and is normally the shortest of the physical, technological, commercial or legal life; and

“Visual Inspection” is the same as Non-Invasive Inspection.

[End of Part 1]

PART 2 - THE DELIVERABLES Amended as of January 26, 2017

2.1 Description of Deliverables

The Supplier shall provide a broad range of quality, cost effective facilities Condition Assessment Services to OECM Clients as required.

2.2 Supplier Expertise and Capabilities

The Supplier shall 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 experiences and capabilities set out below:

- Demonstrated experience providing the proposed Services to organizations of similar size and scope;
- Extensive knowledge related to the Services being proposed;
- Demonstrated experience working collaboratively with its customers;
- Leadership in the use and integration of new emerging trends and technologies;
- Proven ability to provide experienced, knowledgeable personnel;
- Demonstrated experience providing professional and timely customer support in safe manner/environment;
- Demonstrated ability to provide Assessment Services training to Client's staff as required; and,
- Commitment to continuous improvement.

Additionally, the Supplier shall **not** receive financial incentives, in any form (e.g. commission, kickback, rebate, remuneration) directly or indirectly, from any engineering firms used by Client to provide design and construction.

Any repair, remediation and Renewal work resulting from the assessment Services is out of scope.

2.3 Scope of Services

The Supplier shall provide Clients with the following Services:

- Full Facility Condition Assessment Services;
- New Facility Condition Assessment Services;
- Supply data to Client in an agreed upon format (e.g. Microsoft Excel, Ameresco); and,
- Service Training.

2.4 Full Facility Condition Assessment Services

The Supplier shall provide Client with Full Facility Condition Assessment Services of the Gross Floor Area of the Client's specified Facilities.

Client's facilities that are over (5) five years old require a Full Facility Condition Assessment Service of all building Components. For scheduling purposes, the Supplier shall complete a Full Facility Condition Assessment Services on a Facility that is four (4) years old, but will turn five (5) years old during the Assessment period.

Complete Full Facilities Condition Assessment Services of the specified Facilities and supporting Component's infrastructure through Visual Inspection. The Visual Inspection, combined with a review of base building data and maintenance history, shall be used to produce an accurate quantitative and qualitative assessment Service of building condition that identifies deficient Components and elements

(including building and life/safety code compliance deficiencies) of the buildings, Site utilities and infrastructure.

2.4.1 Assessment Services

The Supplier shall provide Assessment Services including, but not limited to:

- The extent of existing Deferred Maintenance and code-related deficiencies for each Component. The Supplier shall consult with the Client's Project Manager to develop multi-level financial scenarios illustrating the funding required to renew and upgrade the Facilities to meet a specific Facilities Condition Index and any other identified measures;
- For every deficiency identified, the Supplier shall develop one (1) or more means of mitigation (i.e. a Required Action). Each Required Action shall entail a description of the methods and materials necessary to correct the deficiency. Each Required Action should outline a preliminary budget;
- The Required Actions shall focus on the repair, Renewal and replacement projects of Components or systems valued at \$10,000 (Canadian funds) or more; and,
- The preliminary budget shall be based on RSMeans unit costs, indexed to the nearest RSMeans cost source location for each Client Facility location.

2.4.2 Piloting the Assessment Service Process

The Supplier will conduct a test run of a Site visit with approximately two (2) months lead time, which would provide the Client an opportunity to review the draft report and identify and address any issues that could arise (e.g. for standardizing treatment of particular systems, the setting of standard parameters, and the transfer of data between Client and Supplier) before proceeding with additional Site visits.

2.4.3 Assessment Service Schedule

The Supplier will provide a proposed master Service schedule including, but are not limited to the following:

- Start date;
- Reviews with Clients;
- Field data collection;
- Input data in the Client's agreed upon file format (e.g. Microsoft Excel, Ameresco);
- A high-level project plan (including an implementation plan) and a Gantt chart that outlines all Service activities, milestones and dates (one (1) page maximum);
- The Supplier will liaise with the Client's Project Manager, to confirm:
 - The category descriptions for each Required Action;
 - The order in which the Facilities will be assessed; and,
 - The final content and format of the Condition Assessment reports.

2.4.4 Assessment Service Teams and Roles

The Supplier shall provide the following Assessment Team to fulfill the required Services:

- A project lead who is a member of the management team within the Supplier's organization and who will be point of contact for the Client overseeing the delivery of the overall Services. A project lead will have a responsibility for all Assessment Services and will direct and coordinate the projects and ensure completion of all Service activities. The project lead, at a minimum, shall possess the following expertise and experience:
 - A Professional Engineer or Architect licenced to practice in Ontario;
 - Possesses eight (8) years of direct, relevant experience; and,

- Demonstrates project management experience for managing complex projects over a broad geographical region.

Composition of the Assessment Team

The Supplier's Assessment Team shall be composed of at least two (2) individuals licenced to practice in Ontario as an Architect or Professional Engineer. All Assessment Team members shall possess a minimum of five (5) years relevant expertise in performing/conducting Assessment Services in their particular area of expertise as follows:

- Architect;
- Architectural technician;
- Architectural technologist;
- Registered building technologist;
- Registered building technician;
- Professional Engineer;
- Certified Engineering technologist;
- Certified Engineering technician; and,
- Applied science technologist.

2.4.5 Assessment and Data Base Set-Up Parameter Services

The Supplier will provide assessment and data base set-up parameter Services in an agreed upon file format (e.g. Microsoft Excel, Ameresco) including, but not limited to:

- A five (5) year outlook of Requirement for planning purposes. The Supplier will work with the Client to develop detailed categories for projects or groups of projects;
- Consulting with the Client to standardize the data format to ensure consistent standards are used in key areas such as replacement values and unit costs;
- Complete a template document, ensuring assessment Service data accuracy, integrity and security. It is imperative that errors identified by the Client in a first draft must be consistently incorporated to ensure accuracy of the final version. Copy-paste errors must be avoided;
- Information on what to expect from the assessment Service processes and reports; how to obtain the best results from the assessment; and the Client's role in providing timely and specific feedback. Additionally the Supply will provide information on basic terminology, definitions, and reports (e.g. the meaning of beyond Useful Life in relation to priority categories) or what may cause spikes in the Client's Renewal costs).

2.4.6 Assessment Service Process

All Services will be conducted based on the process outlined below including working with the Client to arrange the sharing of key documents and the timing of the meetings and assessments; preparing reports; communication with the Client's Project Manager during the process and entering data into the agreed upon format (e.g. Microsoft Excel, Ameresco) within the timelines prescribed.

The Supplier's Renewal recommendations will give preference, where possible, to the Renewal of existing Components unless they are obsolete or have a significant negative impact on the cost, performance or energy use compared with the current standard. The Supplier shall advise the Client where alternate systems should be considered but further review is required.

The Supplier will provide the Client with a Condition Assessment report on each Facility that includes at the minimum, the following information:

- Review of a description of each Facility and Site and its Components, including core data and other required fields as it was completed in the last Condition Assessment process;
- General comments on the current condition of major Components at the UNIFORMAT II – Level 3;
- Review and update of Recommendations for the Renewal of Components over the next twenty-five (25) years, including a preliminary budget, as well as prioritization and categorization;
- Review and update of recommendations for additional studies, investigations, or destructive testing where the Supplier believes the additional information can provide more accurate information regarding the remaining Useful Life or estimated cost of Renewal;
- Selected digital photographs that adequately document key deficiencies;
- The Current Replacement Value for the Client’s Facility;
- The Facility Condition Index (“FCI”) for each Facility. FCI is defined as Deferred Maintenance divided by Current Replacement Value; and,

All completed Condition Assessment reports will be signed, checked and approved by the Supplier’s Engineer or Architect licenced to practice in Ontario.

2.4.7 Client’s List of Facilities

The Client shall provide the Supplier with an accurate list of facilities to be assessed in order to minimize the need for iterative schedule adjustments, and or extensions when providing the Services.

2.4.8 Seasonal Considerations

The Service schedule must take into account seasonal considerations including:

- The inability to assess roofs and Sites when there is snow cover;
- The need to minimize travel time and costs, particularly with respect to Clients located in remote communities;
- Some Client’s Facility may not be fully staffed during the summer months (July and August);
- Some Client may not want the Condition Assessment Services to be conducted during the first two (2) weeks of September.

2.4.9 Supplier’s Implementation Plan

The Supplier should ensure the implementation plan takes into account the size, diverse nature and geographic location of Client’s Facilities. Appendix G contains a list of OECM College Clients by size and location.

The Supplier’s implementation plan should address an approach to cancellations on the part of the Supplier or the Client. A cancellation is where the Client or the Supplier cancels a Condition Assessment Service within a certain period (e.g. within two (2) weeks) before the Condition Assessment is scheduled to occur.

2.5 New Facility Condition Assessments Services

The Supplier shall provide Client with New Facility Condition Assessment Services for Client facilities that are less than (5) years old including, but not limited the following:

- A complete inventory of building Components, building systems, core Facility information and any other information, as required by the Client. Core Facility information should include:
 - Year installed;
 - Age of Facility;
 - Location/size; and,

- UNIFORMAT II – Level 3 Code.
- Collect and submit accurate data to the Client in the agreed upon format (e.g. Microsoft Excel, Ameresco); and,
- Life cycle forecasting of building Components to UNIFORMAT II – Level 3.

The Supplier's Assessment Team is not responsible for conducting energy or environmental assessments, but shall identify any conditions observed during the provision of Assessment Services.

2.5.1 Assessment Services

The Supplier shall provide Assessment Services including, but not limited to:

- The extent of existing Deferred Maintenance and code-related deficiencies for each Component;
- The Supplier shall consult with the Client's Project Manager to develop multi-level financial scenarios illustrating the funding required to renew and upgrade the Facilities to meet a specific Facilities Condition Index and any other identified measures;
- For every deficiency identified, the Supplier shall develop one (1) or more means of mitigation (a Required Action). Each Required Action shall entail a description of the methods and materials necessary to correct the deficiency. Each Required Action should outline a preliminary budget;
- The Required Actions shall focus on the repair, Renewal and replacement projects of Components or systems valued at \$10,000 (Canadian funds) or more; and,
- The preliminary budget shall be based on RSMeans unit costs, indexed to the nearest RSMeans cost source location for each Client Facility location.

2.5.2 Piloting the Assessment Service Process

The Supplier will conduct a test run of a Site visit with approximately two (2) months lead time, which would provide the Client an opportunity to review the submission report and identify and address any issues that could arise (e.g. for standardizing treatment of particular systems and setting standard parameters) before proceeding with additional Site visits.

2.5.3 Assessment Service Schedule

The Supplier will provide a proposed master Service schedule including, but are not limited to the following:

- Start date;
- Reviews with Clients;
- Field data collection;
- Input data in the Client's an agreed upon file format (e.g. Microsoft Excel, Ameresco);
- A high-level project plan (including an implementation plan) and a Gantt chart that outlines all Service activities, milestones and dates (one (1) page maximum);
- The Supplier will liaise with the Client's Project Manager, to confirm:
 - The category descriptions for each Required Action;
 - The order that the Facilities will be assessed; and,
 - The final content and format of the Condition Assessment reports.

2.5.4 Assessment Service Teams and Roles

The Supplier shall provide the following Assessment Team to fulfill the required Services:

- A project lead who is a member of the management team within the Supplier's organization and who will be point of contact for the Client and who will oversee the delivery of the overall Services. A Project Lead will have a responsibility for all Assessments and will direct and coordinate the projects and ensure completion of all Service activities. The project lead, at a minimum, shall possess the following expertise and experience:
 - Has a Professional Engineer or Architect licenced to practice in Ontario;
 - Has eight (8) years of direct, relevant experience; and,
 - Demonstrates project management experience for managing complex projects over a broad geographical region.

Composition of the Assessment Team

The Supplier's Assessment Team shall be composed of at least two (2) individuals licenced to practice in Ontario as an Architect or Professional Engineer. All Assessment Team members shall possess a minimum of five (5) years relevant expertise in performing/conducting Assessment Services in their particular area of expertise from the following approved certifications:

- Architect;
- Architectural technician;
- Architectural technologist;
- Registered building technologist;
- Registered building technician;
- Professional Engineer;
- Certified Engineering technologist;
- Certified Engineering technician; and,
- Applied science technologist.

2.5.5 Assessment and Data Base Set-Up Parameters Services

The Supplier will provide assessment and data base set-up parameter Services in an agreed upon file format (e.g. Microsoft Excel), including, but not limited to:

- A five (5) year outlook of Requirement for planning purposes. The Supplier will work with the Client to develop detailed categories for projects or groups of projects;
- Consult with the Clients to standardize the data format to ensure consistent standards are used across the Client's system in key areas such as replacement values and unit costs;
- Complete a template document, ensuring data accuracy, integrity and security. It is imperative that errors identified by the Client in a first draft template must be consistently incorporated to ensure accuracy of the final template. Copy-paste errors must be avoided;
- Information on what to expect from the assessment Service process and reports; how to obtain the best results from the assessment; and the Client's role in providing timely and specific feedback. Additionally the Supply will provide information on basic terminology, definitions, and reports may be helpful (e.g. the meaning of beyond Useful Life in relation to priority categories), or what may cause spikes in the Client's Renewal costs).

2.5.6 Assessment Service Process

All Services will be conducted based on the process outlined below including working with the Client to arrange the sharing of key documents and the timing of the meetings and assessments; preparing reports;

communication with the Client's Project Manager during the process and entering data into the agreed format (e.g. Microsoft Excel, Ameresco) within the timelines prescribed.

The Supplier's Renewal recommendations will give preference, where possible, to the Renewal of existing Components unless they are obsolete or have a significant negative impact on the cost, performance or energy use compared with the current standard. The Supplier shall advise the Client where alternate systems should be considered but further review is required...

The Supplier will provide the Client with a Condition Assessment report on each Facility that includes at the minimum, the following information:

- Review of a description of each Facility and Site and its Components, including core data and other required fields as it was completed in the last Condition Assessment process;
- General comments on the current condition of major Components at the UNIFORMAT II – Level 3;
- Review and update of Recommendations for the Renewal of Components over the next twenty-five (25) years, including a preliminary budget, as well as prioritization and categorization;
- Review and update of recommendations for additional studies, investigations, or destructive testing where the Supplier believes the additional information can provide more accurate information regarding the remaining Useful Life or estimated cost of Renewal;
- Selected digital photographs that adequately document key deficiencies;
- The Current Replacement Value for the Client's Facility; and,
- The FCI for each Facility. FCI is defined as Deferred Maintenance divided by Current Replacement Value.

All completed Condition Assessment reports will be signed, checked and approved by the Supplier's Engineer or Architect licenced to practice in Ontario.

2.5.7 Client's List of Facilities

The Client shall provide the Supplier with an accurate list of facilities to be assessed in order to minimize the need for iterative schedule adjustments, and or extensions when providing the Services.

2.5.8 Seasonal Considerations

The Services schedule must take into account seasonal considerations including:

- The inability to assess roofs and Sites when there is snow cover;
- The need to minimize travel time and costs, particularly with respect to Clients located in remote communities;
- Some Client's Facility may not be fully staffed during the summer months (July and August); and,
- Some Client may not want the Condition Assessment Services to be conducted during the first two (2) weeks of September.

2.5.9 Supplier's Implementation Plan

The Supplier should ensure the implementation plan takes into account the size, diverse nature and geographic location of Client's Facilities. Appendix G contains a list of OECM College Clients by size and location.

The Supplier's implementation plan should address an approach to cancellations on the part of the Supplier or the Client. A cancellation is where the Client or the Supplier cancels a Condition Assessment Service within a certain period (e.g. within two (2) weeks) before the Condition Assessment is scheduled to occur.

2.6 Client's System Model

The Supplier will work with the Client to provide a full system model. Each asset is assigned systems that properly represent what is contained in each asset and with the Current Replacement Value obtained by summing the systems costs.

2.6.1 Existing Data

Individual Clients may have additional information that is useful to the Supplier's Assessment Teams. This information shall be for reference purposes only and the Supplier should use professional judgement when relying upon this information when performing the Assessment Services.

This data may be in the form of roof inspections, building system analysis, capital plans, previous project submittals, Computerized Maintenance Management System reports, designated substance studies, asbestos management plans and electronic drawings of floor plans for building and Site elements (in AutoCAD format); and,

Availability and sources for this data will be determined by each Client as the assessment service commences.

2.7 Facilities Condition Assessment Process Training

The Supplier will provide Client's staff with information on what to expect from the assessment process Services; the submission of data in the agreed upon format; how to get the best results from the assessment Services; and the Client's role in providing timely and specific feedback. In addition, some information on basic terminology, definitions, and reports (e.g. the meaning of beyond Useful Life) in relation to priority categories, or what may cause spikes in Renewal costs

2.7.1 Mandatory Service Training

The Supplier shall provide web (e.g. WebEx) Service training for each Client, prior to the provision of any assessment Service activities. The training shall be a minimum of two (2) hours long.

2.7.2 Optional Service Training

The Supplier shall provide Service training in person at the Client's location for one (1) day. The Client may have approximately twenty (20) staff members attend.

The Supplier shall also have the capability to provide the same training on-line for Clients at no additional cost. The Supplier will identify which modules are covered by the training and are there specific training session designed to cover a specific module. This type of training would be required twice a year.

2.8 Travel Expenses

Expenses for travel to perform Services for a Client, if applicable, must be approved in advance and invoiced separately and will be reimbursed in accordance with the Client's policies, and or the current Ontario Travel, Meal and Hospitality Expenses Directive issued by the Management Board of Cabinet. Travel expenses, if any, should be identified at the outset of the assignment with the Supplier.

2.9 Customer Support to Clients

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

- Easy access to the Supplier (e.g. online, chat, toll free telephone number, email, voicemail, fax);
- Responding to Client's inquiries (e.g. day-to-day activities, purchasing portal queries) within one (1) Business Day; and,
- The Supplier will conduct regular meetings with the Client or a group of Client's, as required, for the purpose of monitoring quality/progress and providing feedback.

2.9.1 Customer Satisfaction

Understanding that each Client is different, the Supplier will perform customer satisfaction surveys on the frequency requested by the Client.

The survey should be focused on, but not limited to the following:

- Customer support;
- Issue resolution processing;
- Price competitiveness;
- Response time; and,
- Service quality.

The survey contents, needs and Requirements will vary from one (1) Client to another. The Supplier shall work with the Client to develop, and distribute the survey as mutually agreed upon by the Supplier and Client.

2.9.2 Client Engagement

Regular Client management team meetings will be conducted at a frequency stated by the Client. The Supplier's project manager, and others as deemed necessary by the Client or Supplier shall attend. Check-in with the Client's during the Site visit is very important to ensure that the Site visit was conducted by a team member with a sufficient knowledge and skill. Documentation provided by the Clients must be consistent especially in a case where hand over from one (1) assessment to another occurs.

The Supplier will consult with the Client's Project Manager to confirm the roll-out approach for the Condition Assessments (based on geographical location, institution size) to facilitate the completion of system-wide Condition Assessments within the timeline prescribed.

The Supplier will provide an assessment of the remaining Useful Life of the individual Component based on the age of the Component as well as the observed condition based on Visual Inspection, maintenance history data, interviews with Client's staff and the inspection team's knowledge and expertise for Renewal forecasting. The inspection team shall provide baseline standards for reference to support the determination of Useful Life for each Component.

The Supplier will closely work with the Client's project manager who will deal with the Supplier of the Facilities Condition Assessment to support Clients in discussions and to address any issues as they arise. Client's project manager will monitor progress, and work to ensure:

- Timely review of draft reports;
- Issues/concerns are identified, and potential solutions developed in consultation with the Clients;
- Follow-through on the disposition of issues;
- Incorporation of feedback on draft reports;
- Submission of data in agreed upon format (e.g. Microsoft Excel, Ameresco);

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

2.9.3 Invoicing

The Supplier shall submit monthly invoices 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;
- Rate for Service; and,
- Extended total.

2.9.4 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 a CSA (e.g. 2%/10 early payment discounts for Clients).

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

The Supplier shall accept payment from Clients by cheque, P-Card or Electronic Funds Transfer ("EFT").

2.9.5 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.

2.10 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;
- Promoting the Agreement within the Client community;
- Attending quarterly business review meetings with OECM to review CSAs, performance, Deliverables, issue management, opportunities for improvement, innovative ideas, new technology opportunities, and other appropriate business activities;
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- Monitoring, managing and reporting pricing, savings and Service quality (including customer support);
- Conducting comparative analysis (e.g. saving analysis for Clients) and surveys regularly during the Term of the Agreement to ensure Supplier performance, and customer satisfaction; and,
- Timely submission of reports showing invoiced Services, the applicable Cost Recovery Fee ("CRF"), and other ad hoc reports required.

2.10.1 Performance Management

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

- Client satisfaction;

- Service delivery objectives achieved; and,
- Continuous improvement.

OECM shall use Supplier reporting submitted according to requirements set out below (i.e. the Supplier's Service Performance Management Scorecard) as well other performance indicators to ensure that Clients receive quality Service.

The Supplier's performance score will be considered when OECM contemplates Agreement activities, such as:

- The approval or rejection of Supplier request to add other related Services to the Agreement;
- Agreement extensions; and,
- The award of future OECM agreements.

2.10.2 Supplier's Performance Management Scorecard

The Supplier shall report on the following Service performance management key performance indicators (KPIs) quarterly.

The Supplier's scores shall be totaled for all KPIs, and the resulting score (i.e. unacceptable, fair, acceptable, very good, and excellent) will be used when contemplating Agreement activities.

For example, if a Supplier wishes to add related Services, and its performance score is only acceptable – OECM may not accept the request. If, however, the Supplier's performance score is excellent, OECM would more likely accept the request to add related Services ensuring it is mutually agreed upon between OECM and the Supplier.

The Supplier's Service performance management score will be used by OECM when contemplating Agreement activities, such as:

- The approval or rejection of Supplier request to add other related Services to the Agreement;
- Agreement extensions; and,
- The award of future OECM agreements.

Performance Objectives	KPIs
Quality Service Delivery	<ul style="list-style-type: none"> • Percentage of on-time completion of Services • Client satisfaction rate
Accurate Invoicing	<ul style="list-style-type: none"> • Percentage of invoice accuracy

Final Service performance management KPIs, measurements and scores will be discussed and established at the Agreement finalization stage between OECM and the Preferred Proponent. The agreed upon Supplier Performance Management Scorecard may be amended, to improve Client satisfaction, throughout the Term of the Agreement if mutually agreed upon between OECM and the Supplier.

2.10.3 Reporting to OECM

The Supplier shall be responsible for providing monthly sales report to OECM. The reports shall be itemized and contain, at a minimum, the following information:

- Client's organization name and address;
- Client's sector (College, School Board, University or other BPS);
- Invoice number;
- Invoice date;

- Client's purchase order number, if applicable;
- Service description;
- Rates;
- Total cost (subtotal excluding taxes);
- Cost Recovery Fee, if applicable (i.e. subtotal and HST); and,
- Environmental performance activities.

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

2.10.4 Environmental Considerations

Clients and OECM promote environmentally responsible practices to minimize environmental impact as it relates to the Services in this RFP.

The Supplier shall report quarterly on its environmental performance during the Term of the Agreement including, but is not limited to, the following:

- Environmental activities the Supplier participates in (e.g. fair trade practices, recycled content);
- Tracking and reporting the Supplier's environmental improvement over time by providing the following information on carbon footprint reduction, number of trees saved and energy consumption;
- The Supplier's communication strategies used with Clients that reinforce sustainability;
- Quality assurance program certificates the Supplier possesses (e.g. ISO 9001, ISO 14001, Occupational Health and Safety Management Systems Requirements);
- Environmental initiatives and associated implementation timelines, as applicable;
- Relevant social responsibility plan and/or initiatives with implementation timelines, as applicable; and, Any environmental considerations such as increased energy savings, reduction of greenhouse gases and donation programs.

2.11 Licences, Right to Use and Approvals

The Supplier shall obtain all licences, right to use and approvals required in connection with the provision of Services. The costs of obtaining such licences, right to use and approvals shall be the responsibility of, and shall be paid for by, the Supplier. Where a Supplier is required by Applicable Law to hold or obtain any such licence, right to use and approval to carry on an activity contemplated in its Proposal or in the Agreement, neither acceptance of the Proposal nor execution of the Agreement by OECM shall be considered an approval by OECM for the Supplier to carry on such activity without the requisite licence, right to use or approval.

2.12 Accessibility for Ontarians with Disabilities Act

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.

2.13 Documentation

The Supplier shall maintain all necessary records related to the provision of the Services for seven (7) years after the expiration of the Term of the Agreement. Further information is detailed in Appendix A – Form of Agreement.

2.14 Pricing Methodology

The proposed Rates shall be firm maximum Rates for the Term of the Agreement.

2.15 Other Services

During the Term of the Agreement, if mutually agreed upon by OECM and the Supplier, other Services (such as new or different ways of providing the Services, and/or new technology/processes) may be added to the Agreement to align with Client needs. Agreements will be amended accordingly.

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 three percent (3%) on the before tax amount of Services invoiced by the Supplier to the Clients for Deliverables acquired throughout the Term of the Agreement. HST is applicable to the CRF payments made to OECM.

- The first CRF shall be paid to OECM monthly, three (3) months in arrears and shall include any Supplier invoice activity to Clients issued between the Agreement execution date and September 2017. The CRF shall be paid quarterly (based on the calendar quarter) thereafter.
- The CRF shall be paid quarterly (based on the calendar quarter) thereafter.

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, for each proposed Service category, in the following **seven (7) stages**:

Stages	Evaluation	Category Scoring Methodology Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	Pass/Fail	Pass
Stage II	Technical Response	150	Appendix E
Stage III	Optional Presentation	No Point Allocation	Not Applicable
Stage IV	Commercial Response	100	Not Applicable
Stage V	Cumulative Score	250	Not Applicable
Stage VI	Tie Break	No Point Allocation	Not Applicable
Stage VII	Negotiations	No Point Allocation	Not Applicable

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

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

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

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

Other than inserting the information requested on the qualification forms set out in this RFP, a Proponent shall not make any changes to any of the forms.

A Proposal 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	Upload to OTP, if applicable
Appendix I	Compliance with Agreement	Upload to OTP

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

If a Proponent fails to insert any information and/or makes an error on the Form of Offer, Consortium Information Form and Compliance with Agreement, 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 these appendices (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 Appendix B - Form of Offer (Qualification Response Form)

Each Proposal must include a Form of Offer completed directly on the Bidding System by the Proponent.

(a) Conflict of Interest

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

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

(b) Insurance

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

(c) General

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

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 Consortium Information Form (If Applicable)

Each Proposal must complete a Consortium Information Form if applicable to the Proponent, directly in the Bidding System.

3.2.3 Appendix C – Commercial Response

The Commercial Response must be completed and **uploaded** into Bidding System by the Proponent 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;
- Unless otherwise stated, all Rates shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, materials, fuel, fuel surcharge, office support, profit, permits, licences, labour, insurance, Workplace Safety Insurance Board costs, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates;
- All Rates shall be quoted exclusive of the HST, or other similar taxes, each of which, if applicable, should be stated separately;
- All Rates quoted shall remain firm for the first two (2) years of the Agreement; and,
- In the event of any discrepancy in the Rates within a Proposal, the lowest Rate submitted shall prevail.

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

3.2.4 Appendix I - Compliance with Agreement

The Agreement Compliance form attached as Appendix I must be completed and **uploaded** into Bidding System along with the Proponent's Proposal.

3.3 Stage II – Technical Response (150 Points) – Appendix E

Stage II will consist of an evaluation and scoring of each Eligible Proposal, on the basis of the Proponent's responses to the Technical Response questions. Any Proposal that does **not** meet the required minimum thresholds for the applicable Technical Response question will **not** be evaluated further.

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

In the case that contradictory information or information that contains conditional statements is provided with respect to a question, 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 question.

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

Responses for each rated requirement should:

- Be complete (bullet point format is acceptable);
- Be concise and factual; and,
- **Demonstrate** the Proponent's understanding of Clients' business needs by providing answers validating its capabilities.

The following is an overview of the point allocation and minimum score requirements for the applicable technical questions for this RFP:

Technical Response Components	Available Points	Minimum Threshold, if any
Proponent's Experience and Qualifications	60	30
Facility Condition Assessment Services	55	27.5
Training Services	20	10
Reporting Services	15	7.5
TOTAL AVAILABLE POINTS:	150	75

The resulting points achieved by a Proponent's Technical Responses will be used in the cumulative score calculation.

Point allocations and minimum thresholds are set out in Appendix E – Technical Response on the Bidding System.

3.4 Stage III – Optional Presentation

The highest scoring Proposals may be invited to a presentation. Other Proposals will **not** be evaluated further.

It is anticipated that the session 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 session.

OECM will send a notice and further detail to the Proponent being invited to 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/demonstration. If the Proponent is unable to conduct the presentation/demonstration at the

proposed date and time, OECM will use reasonable efforts to: (i) find a mutually agreeable time on the date proposed by OECM; and, (ii) if OECM and Proponent are unable to do so, find a mutually agreeable time on a day prior to the date originally proposed by OECM. Proponents may be required to answer questions from the evaluation team during this presentation/demonstration. 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 and processes as they relate to the Deliverables in this RFP, such as:

- Exhibiting its Services capabilities;
- Demonstrating its technology (i.e. online print management, and electronic mail system);
- Implementation plan;
- Scalability to optimize future states;
- Exhibit how its Service offering brings value, savings and innovation.

3.4.2 Attendance

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

3.5 Stage IV – Commercial Response (100 points) – Appendix C

Only at the completion of Stage III of the evaluation, the Commercial Envelope will be opened for all Eligible Proposals.

The following table provides an overview of the point allocation for the applicable pricing components:

Pricing/Rate Components per Year of Services	Available Points
Year 1 to 5 of the Agreement:	
• Full Facility Condition Assessment Services	7.5
• New Facility Condition Assessment Services	7.5
• Training Services	2
• Other Professional Services	3
TOTAL POINTS FOR COMMERCIAL RESPONSE:	20 Points per Year (total of 100 Points for all five (5) years)

EXAMPLE OF PRICING EVALUATION of Maximum Rate Per Occurrence Per Square foot for Year 1 and Year 2 for Buildings with less than 5000 sq. ft.		
Proposed Rates	Calculation	Resulting Points
If Proponent 1 proposes the lowest Rate of \$100.00, it would receive 100% of the points allocated.	$\$100 \div \$100 \times 4 \text{ Points}$	4
If Proponent 2 proposes the second lowest Rate of \$200.00, it would receive 50% of the points allocated.	$\$100 \div \$200 \times 4 \text{ Points}$	2

EXAMPLE OF PRICING EVALUATION of Maximum Rate Per Occurrence Per Square foot for Year 1 and Year 2 for Buildings with less than 5000 sq. ft.		
Proposed Rates	Calculation	Resulting Points
If Proponent 3 proposes the third lowest Rate of \$400.00, it would receive 25% of the points allocated.	$\$100 \div \400×4 Points	1

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

- \$0.00 or blank is entered in any Rate cell, it is deemed to mean that the particular Service **will be provided to Clients at no cost**. Therefore, when evaluation and scoring the Rates, a Proposal specifying \$0.00 or left blank in a pricing cell in Appendix C – Commercial Response shall receive the maximum point allocation for that particular pricing component.
- 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 Service, 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.
- N/A or not applicable in any cell for the particular Service, it is deemed to mean that the particular Service **will not be provided** to Clients. Therefore, when evaluating and scoring the Rates, a Proposal specifying N/A or not applicable in Appendix C – Commercial Response will receive a zero (0) point allocation for that particular pricing component.

The above process will occur for all pricing components. All scores will be totaled.

3.6 Stage V – Cumulative Score

At this stage, the scores from Stages II and IV will be totaled for each Proposal and subject to the express and implied rights of OEMC; the Proponents with the highest scoring Proposals will become the Selected Proponents and be invited to negotiation, as further described in Section 3.8.

Reference checks will be performed to confirm or clarify information provided within the Proposal. The reference checks themselves will not be scored, however, OEMC may adjust rated requirement responses 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, OEMC shall break the tie by selecting the Proposal with the highest score in Stage IV – Pricing.

3.8 Stage VII – Negotiations

At the conclusion of the Stage VI, OEMC will invite the highest scoring Selected Proponents per Service category to enter into negotiations.

Negotiations will be based on the RFP requirements, and the Selected Proponent's Proposal, including Rates understanding OEMC is seeking the best overall solution and value for money for Clients.

During the negotiation the Selected Proponent may propose:

- Services (e.g. performance, SLAs, reporting, agreement terms and conditions);
- Rates and alternative pricing methodology; and,
- Best and Final Offer.

Negotiations may include requests by OECM for supplementary information from the Selected Proponent to verify, clarify or supplement the information provided in its Proposal or confirm the conclusions reached in the evaluation and may include requests by OECM for improved pricing.

OECM intends to complete negotiations within fifteen (15) calendar days after notification. If, for any reason, OECM and the Selected Proponent fail to reach an agreement within the aforementioned timeframe, OECM will be at its sole discretion request the Selected Proponent to submit its Best and Final Offer or to terminate discussions and negotiations with that particular Selected Proponent.

Once the Selected Proponent and OECM reach an agreement, the Selected Proponent will become the Preferred Proponent and will be invited to execute the Agreement.

Proponents are cautioned not to assume that the lowest priced Proposal 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.

3.9 Agreement Finalization

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

OECM shall at all times be entitled to exercise its rights under Section 4.9.

3.9.1 Notification to Other Proponents

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

3.10 Agreement Launch and Marketing

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

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

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

[End of Part 3]

PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 RFP Timetable

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

RFP Timetable	
Event	Date/Time
OECM's Issue Date of RFP:	December 16, 2016
Proponent's Information Session:	11:00 am on December 21, 2016
Proponent's OTP Portal Demonstration Session:	11:00 am on January 5, 2017
Proponent's Deadline for Questions:	5:00 pm on January 27, 2017
OECM's Deadline for Issuing Answers:	February 2, 2017
Proponent's Deadline for Questions Pertaining to <u>Issued Documents only</u> :	5:00 pm on February 9, 2017
OECM's Deadline for Issuing Final Addenda:	February 9, 2017
Closing Date:	2:00:00 pm on February 23, 2017
Agreement Start Date:	March 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 Proponents may thereafter be subject to the extended timeline.

4.1.2 Proponent Information Session

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

Access to the teleconference, webinar and any other applicable information will be sent to all the companies who have downloaded the RFP through **Messages** on OTP,

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

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

Information provided during this session will be posted on OTP.

In the event of conflict or inconsistency between the Proponent Information Session and the RFP, the RFP shall prevail.

4.1.3 OTP Demonstration Session

A Proponent may, and is strongly encouraged to, participate in the OTP Demonstration Session, which will take place in the format of webinar at the time set out in Section 4.1.1. The OTP Demonstration Session will provide an opportunity for Proponents to learn how to use OTP to submit its Proposal.

Access to the teleconference, webinar and any other applicable information will be sent to all companies who have downloaded the RFP through **Messages** on OTP.

A Proponent who is not available to attend the OTP Demonstration Session can contact OTP technical support for training directly for further assistance.

Any changes to the OTP Demonstration Session date will be issued in an addendum on the OTP.

4.1.4 Proponents to Follow Instructions

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

4.1.5 Proposals in English

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

4.1.6 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.

4.1.7 Proponent's Costs

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

- The preparation, presentation and submission of its Proposal;
- The Proponent's attendance at any meeting in relation to the RFP process, including any presentation and or interview;
- The conduct of any due diligence on its part, including any information gathering activity;
- The preparation of the Proponent's own questions prior to the Closing Date; 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 Buyer Organization

All communications regarding any aspect of this RFP must be emailed through OTP to the Buyer Organization:

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

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

4.2.2 Proponents to Review RFP

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

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

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

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

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

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

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

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

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

4.2.3 Proponent to Notify

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

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

Proponents shall not:

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

4.2.4 All New Information to Proponents by way of Addenda

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

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

Proponents who intend to respond to this RFP are requested not to cancel the receipt of addenda or amendments option provided by OTP, since it must obtain through 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 and seek support about the use of OTP via:

- Email at eTenderhelp_CA@bravosolution.com; or
- B by telephone at 866-72d-7390.

To be considered in the RFP process, a Proposal must be received **on** or **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.

Proposals submitted by email, facsimile and/or sent by any other electronic means and/or format 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.

Proposals submitted by mail shall **not** be considered.

4.3.2 Proposal Submission Requirements

Proposals 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 (if applicable) completed and **uploaded** into OTP; and
- Appendix I – Compliance with Agreement completed and **uploaded** into OTP.

Technical Response should include (please do not include any financial information):

- Appendix E – Technical Response **completed** in OTP.

References:

- Appendix D – References completed and **uploaded** into 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; 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. A Proposal may **not** be withdrawn **after** the Closing Date.

4.3.6 Amendment of Proposal

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 Services have been identified in its Proposal or will be provided to OECM or its Clients at no additional charge. Any requirement that may be identified by the Proponent after the Closing Date or subsequent to signing the Agreement shall be provided at the Proponent's expense.

4.3.8 Proposals Retained by OECM

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

4.3.9 Acceptance of RFP

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

4.3.10 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

Proponents are 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.

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 rated requirements; and,
- Access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and OECM shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. OECM and the Proponent shall each bear its own costs in a connection with access to OECM's premises.

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

4.3.14 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, Notification and Debriefing

4.4.1 Terms and Conditions

OECM reserves the right to accept or reject any Proposals in whole or in part; to waive irregularities and omissions, if in so doing, the best interests of OECM will be in writing by email from OECM.

The Preferred Proponent shall execute the Agreement in the form attached to this RFP and satisfy any other applicable conditions of this RFP within fifteen (15) days of notice of selection. This provision is solely to the benefit of OECM and may be waived by OECM at its sole discretion.

Proponents are reminded that there is a question and answer period available if they wish to ask questions or seek clarification about the terms and conditions set out in the Form of Agreement. OECM will consider such requests for clarification in the accordance with the Section 4.2.2 of the RFP.

4.4.2 Failure to Enter Into Agreement

Proponents should note that if the Selected Proponent and OECM cannot execute the Agreement within the allotted time, OECM will be at liberty to request the Preferred Proponent to submit its Best and Final Offer as describe in Section 3.8 or to terminate discussions and negotiations with the Selected Proponent and invite the next-highest scoring Proponent to enter into discussions and negotiations to reach agreement for the Services.

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. With a view to expediting contract formalization, at the midway point of the above-noted timeframe, OECM may elect to initiate concurrent negotiations with the next-best-ranked Proponent. Once the above-noted timeframe lapses, OECM may discontinue further negotiations with that particular Proponent. This process shall continue until a contract is formalized, until there are no more Proponents remaining that are eligible for negotiations or until OECM elects to cancel the RFP process.

4.4.3 Notification to Other Proponents

Other Proponents that may become eligible for Agreement negotiations (i.e. failure to enter into an Agreement with the Preferred Proponent) will be so notified at the commencement of the negotiation process. Once an Agreement is executed between OECM and a Preferred Proponent, the other Proponents may 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 Appendix A.

4.4.5 Debriefing

Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to OECM Contact 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 a Proponent wishes to review the decision of OECM in respect of any material aspect of the RFP process, and subject to having attended a debriefing, the Proponent shall submit a protest in writing to the RFP Coordinator within ten (10) days from such a debriefing.

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

A protest in writing 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 Services unless specifically requested. OECM shall maintain the information for a period of seven (7) years from the time of collection. Should OECM request such information, OECM will treat this information in accordance with the provisions of this Section;
- Use – Any personal information as defined in the *Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5* that is requested from a Proponent by OECM shall only be used to

select the qualified individuals to undertake the Services and to confirm that the work performed is consistent with these qualifications; and,

- Consent – It is the responsibility of the Proponent to obtain the consent of such individuals prior to providing the information to OECM. OECM will consider that the appropriate consents have been obtained for the disclosure to and use by OECM of the requested information for the purposes described.

4.5.5 Non-Disclosure Agreement

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

4.5.6 Freedom of Information and Protection of Privacy Act

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

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

4.5.7 Competition Act

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

4.5.8 Trade Agreements

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

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

4.5.9 Intellectual Property

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

4.6 Disqualification for Misrepresentation

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

4.7 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 COECM and/or its Clients.

4.8 Cancellation

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

4.9 Reserved Rights and Governing Law of OECM

4.9.1 General

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

- (a) Make public the names of any or all Proponents;
- (b) Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information, if accepted, into the Proposal, at OECM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- (c) Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in OECM's sole and absolute discretion;
- (d) Verify with any Proponent or with a third party any information set out in a Proposal;
- (e) Check references other than those provided by Proponents;
- (f) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with OECM impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP;
- (g) Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached a contract with OECM, or has otherwise failed to perform such contract to the reasonable satisfaction of OECM (i.e. has not submitted required reporting and or cost recovery fees to OECM), the Proponent has been charged or convicted of an offence in respect of a contract with OECM, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM;
- (h) Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal;
- (i) Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (j) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (k) Reject a Subcontractor proposed by a Proponent within a consortium;
- (l) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;
- (m) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
 - o OECM determines it would be in the best interest of OECM not to award an Agreement,
 - o the Proposal prices exceed the bid prices received by OECM for Services acquired of a similar nature and previously done work,
 - o the Proposal prices exceed the costs OECM or its Clients would incur by doing the work, or most of the work, with its own resources,
 - o the Proposal prices exceed the funds available for the Services, or,
 - o the funding for the acquisition of the proposed Services has been revoked, modified, or has not been approved,

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

- (n) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal;
- (o) Accept any Proposal in whole or in part;
- (p) Disqualify a Proponent whose Proposal does not include Rates on the submitted Rate Bid Form; or,
- (q) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM or is otherwise engaged in a dispute with OECM.

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

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

4.9.2 Rights of OECM – Preferred Proponent

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

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

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

4.9.3 No Liability

The Proponent agrees that:

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

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

4.9.4 Assignment

The Proponent will 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.

4.9.5 Entire RFP

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

4.9.6 Priority of Documents

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

4.9.7 Governing Law

The terms and conditions in this Part 4:

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

(b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and,

(c) are to be governed by and construed in accordance with the laws of the province or territory within which the Client is located and the federal laws of Canada applicable therein.

[End of Part 4]

APPENDIX A – FORM OF AGREEMENT

Appendix A is published as a separate PDF file on the Bidding System.

APPENDIX B – FORM OF OFFER

Appendix B is contained in OTP, must be completed within OTP.

APENDIX C – COMMERCIAL RESPONSE

Appendix C, posted as a separate file on OTP, must be completed and uploaded into OTP.

APPENDIX D – REFERENCE FORM

This Appendix should be completed and **uploaded** into OTP providing three (3) references from organizations similar in size and scope to OECM and its Clients for which the Proponent has provided the same or similar Deliverables within the past three (3) years.

OECM, in its sole discretion, may confirm the Proponent's experience and/or ability to provide the Services required and described in its Proposal by checking the Proponent's references, and the provision of the references by the Proponent is deemed to be consent to such confirmation/contact with the references.

OECM reserves the right to revisit the Proponent's scores in the rated requirements based on information learned during reference checks, should they reveal that there is inconsistency between the Proponent's answers to the rated requirements and the results of the reference check.

OECM may check references other than those provided by the Proponent.

Insert Proponent's Name:	
---------------------------------	--

Reference #1

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: To:
Nature of services:	

Reference #2

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: To:
Nature of services:	

Reference #3

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: To:
Nature of services:	

APPENDIX E – TECHNICAL RESPONSE

Appendix E contained in OTP must be completed within OTP.

APPENDIX F – CONSORTIUM INFORMATION FORM

This Appendix must be completed, signed, dated and **uploaded** into OTP along with a Proponent’s Proposal, if a consortium submits the Proposal.

Insert Proponent’s Name:	
---------------------------------	--

Information Required	Response
Name of the legal entity that is liable and responsible to OECM for the provision of the Deliverables in this RFP (i.e. the Proponent).	[Enter response here.]
Describe the consortium members and what each will supply.	[Enter response here.]
Describe the contingency plan if a consortium member is no longer part of the consortium.	[Enter response here.]

Witness:
Signature:
Printed Name:
Date:

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

APPENDIX G – COLLEGE CLIENTS SITE SPECIFIC INFORMATION

College	Campus	Average Age	Size (Sq. Meter)	Municipality	Region
Algonquin					
	Woodroffe Campus	19	161,565	Ottawa	East
	Pembroke Campus	68	5,769	Pembroke	East
	Perth Campus	7	4,461	Perth	East
	AVERAGE AGE/TOTAL SIZE	20	171,795		
Boreal					
	Boreal	15	22,243	Sudbury	North
	AVERAGE AGE/TOTAL SIZE	15	22,243		
Cambrian					
	Main Campus	19	97,025	Sudbury	North
	Espanola	-	407	Espanola	North
	Manitoulin Campus	-	191	Little Current	North
	Valley East	-	280	Sudbury	North
	AVERAGE AGE/TOTAL SIZE	19	97,903		
Canadore					
	North Bay	19	59,106	North Bay	North
	Parry Sound	1	1,356	Parry Sound	North
	AVERAGE AGE/TOTAL SIZE	19	60,462		
Centennial					
	Ashtonbee	40	27,173	Toronto	GTA
	Progress	23	75,743	Toronto	GTA
	Centre for Creative Communication	56	10,485	Toronto	GTA
	Morningside Campus	8	22,774	Toronto	GTA
	AVERAGE AGE/TOTAL SIZE	19	136,175		
Confederation					
	Main Campus	29	71,217	Thunder Bay	North
	AVERAGE AGE/TOTAL SIZE	29	71,217		
Conestoga					
	Guelph	22	12,973	Guelph	Central
	Cambridge	1	291,061	Cambridge	Central
	Doon Campus	23	941,257	Kitchener	Central
	Waterloo	24	13,526	Waterloo	Central
	AVERAGE AGE/TOTAL SIZE		1,258,817		
Durham					

College	Campus	Average Age	Size (Sq. Meter)	Municipality	Region
	Oshawa	10	219,859	Oshawa	GTA
	Uxbridge	18	465	Uxbridge	GTA
	Port Perry	11	93	Port Perry	GTA
	Whitby	9	25,194	Whitby	GTA
	AVERAGE AGE/TOTAL SIZE		245,611		
Fanshawe					
	St Thomas Elgin	15	4,194	St. Thomas	SW
	London Campus	22	199,501	London	SW
	James N Allan Campus	34	3,071	Simcoe	SW
	Oxford Country	24	1,643	Woodstock	SW
	AVERAGE AGE/TOTAL SIZE	31	208,409		
Fleming					
	Sutherland	10	331	Peterborough	Central
	Frost	20	4,779	Lindsay	Central
	McRae	8	110	Peterborough	Central
	Haliburton	19	4,127	Haliburton	Central
	Cobourg	23	926	Cobourg	East
	AVERAGE AGE/TOTAL SIZE	17	10,273		
George Brown					
	St. James	71	82,519	Toronto	GTA
	Casa Loma	63	60,855	Toronto	GTA
	Waterfront	0	35,581	Toronto	GTA
	Ryerson	10	3,337	Toronto	GTA
	Yorkville		484	Toronto	GTA
	Holland Bloorview		518	Toronto	GTA
	Hamilton Science Centre		137	Hamilton	GTA
	Sunnybrook Centre		1,144	Toronto	GTA
	All City Storage		111	Toronto	GTA
	AVERAGE AGE/TOTAL SIZE		184,687		
Georgian					
	Barrie	25	92,593	Barrie	Central
	Orillia	27	14,315	Orillia	Central
	Owen Sound	25	9,771	Owen Sound	Central
	Midland	16	6,236	Midland	Central
	Muskoka	5	1,674	Muskoka	North
	Orangeville	5	1,046	Orangeville	Central
	Collingwood	1	1,923	Collingwood	Central
	Kempfenfelt	50	5,659	Barrie	Central
	AVERAGE AGE/TOTAL SIZE	19	133,217		
Humber					
	Lakeshore	68	69,819	Toronto	GTA
	Humber North	31	121,117	Toronto	GTA
	AVERAGE AGE/TOTAL SIZE	47	190,936		

College	Campus	Average Age	Size (Sq. Meter)	Municipality	Region
La Cite Collegiale					
	Ottawa Campus	14	63,357	Ottawa	East
	Orleans Campus	3	5,614	Ottawa	East
	AVERAGE AGE/TOTAL SIZE	13	68,971		
Lambton					
	Main Campus	22	43,053	Sarnia	SW
	Petrolia	2	335	Petrolia	SW
	AVERAGE AGE/TOTAL SIZE	20	43,388		
Loyalist					
	Main Campus	23	59,432	Belleville	East
	AVERAGE AGE/TOTAL SIZE	23	59,432		
Mohawk					
	Brantford	32	13,635	Brantford	Central
	Fennell	42	70,191	Hamilton	Central
	Stoney Creek	33	26,601	Hamilton	Central
	Wentworth	85	4,580	Hamilton	Central
	AVERAGE AGE/TOTAL SIZE	42	115,007		
Niagara					
	Maid of the Mist	23	4,715	Niagara	Central
	Niagara on the Lake	9	36,879	NOTL	Central
	Welland	19	67,232	Welland	Central
	AVERAGE AGE/TOTAL SIZE	16	108,826		
Northern					
	Haileybury	47	9,714	Temiskaming	North
	Moosonee	42	6,618	Moosonee	North
	Kirkland Lake	40	33,208	Kirkland Lake	North
	South Porcupine	24	27,480	Timmins	North
	AVERAGE AGE/TOTAL SIZE	34	77,020		
Sault College					
	Main Campus	31	44,544	Sault Ste. Marie	North
	Off Site Hangars	25	2,816	Sault Ste. Marie	North
	AVERAGE AGE/TOTAL SIZE	31	47,360		
Seneca					
	Jane	31	2,289	Toronto	GTA
	King	43	34,894	King City	GTA
	Markham	27	24,659	Markham	GTA
	Newnham	32	61,404	Toronto	GTA
	York	13	25,084	Toronto	GTA

College	Campus	Average Age	Size (Sq. Meter)	Municipality	Region
	AVERAGE AGE/TOTAL SIZE	40	148,330		
Sheridan					
	Davis	14	60,787	Brampton	GTA
	Trafalgar	28	80,709	Oakville	GTA
	STC	41	8,175	Oakville	GTA
	Mississauga	1	14,775	Mississauga	GTA
	AVERAGE AGE/TOTAL SIZE	22	164,446		
St. Clair					
	South Campus	27	86,461	Windsor	SW
	Downtown Campus	27	19,811	Windsor	SW
	Thames Campus	21	17,076	Chatham	SW
	AVERAGE AGE/TOTAL SIZE	26	123,348		
St. Lawrence					
	Brockville	18	13,292	Brockville	East
	Cornwall	41	23,069	Cornwall	East
	Kingston	26	57,038	Kingston	East
	AVERAGE AGE/TOTAL SIZE		93,399		
GRAND TOTAL			3,841,272		

APPENDIX H – OECM SCHOOL BOARD, COLLEGE AND UNIVERSITY CLIENTS/ZONES

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

APPENDIX I – COMPLIANCE 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 I compliance table.

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

Please refer to the RFP Section 1.2 (Type of Agreement), Section 3.9 (Agreement Finalization) and Section 1.13 (Definitions - for a definition of Agreement).

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
MASTER AGREEMENT					
Article 1 – Interpretation and General Provisions					
1.01	Defined Terms				
1.02	Entire Agreement				
1.03	Severability				
1.04	Interpretive Value of Contract Documents				
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)
Article 2 – Legal Relationship Between OEM/Client, Supplier and Third-Parties					
2.01	Supplier's Power to Contract and Perform the Contract				
2.02	Representatives May Bind Parties				
2.03	Parties Not a Partner, Agent or Employee				
2.04	Responsibility of Supplier				
2.05	Liability of OEM				
2.06	Assignment				
2.07	Conflict of Interest				
2.08	Client-Supplier Agreement				
2.09	Contract Binding				
Article 3 – Performance by Supplier					
3.01	Supplier Performance and Client-Supplier Agreement				
3.02	Performance Warranty				
3.03	Use and Access Restrictions				
3.04	Notification by Supplier				
3.05	Work Volumes				
3.06	Reporting				
3.07	Compliance with <i>Accessibility for Ontarians with disabilities Act</i>				
Article 4 – Payment for Performance and Audit					
4.01	Payment According to Contract Rates				
4.02	Invoicing				
4.03	Payment by Client				
4.04	Default Billing and Payment Process				
4.05	Hold Back or Set Off				
4.06	Expenses or Additional Charges				
4.07	Payment of Taxes and Duties				
4.08	OEM Cost Recovery Fee				
4.09	Interest on Late Payment				
4.10	Document Retention and Audit				
4.11	Rate Refresh				

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
Article 5 – Confidentiality and FIPPA/MFIPPA					
5.01	Confidentiality and Promotion Restrictions				
5.02	Confidential Information				
5.03	Restrictions on Copying				
5.04	Injunctive and Other Relief				
5.05	Notice and Protective Order				
5.06	FIPPA and MFIPPA Records				
5.07	PIPEDA				
5.08	Survival				
Article 6 – Intellectual Property and Use of OEM or Client Insignia					
6.01	Intellectual Property				
6.02	Use of OEM or Client or Supplier Insignia or Logo				
6.03	Supplier Representation and Warranty Regarding Third-Party Intellectual Property				
6.04	Survival				
Article 7 – Indemnity and Insurance					
7.01	Supplier Indemnity				
7.02	Injunction Against Continued Use of Resources				
7.03	Supplier's Insurance				
7.04	Proof of Insurance				
7.05	Proof of Workplace Safety and Insurance Act Coverage				
7.06	Supplier Participation in Proceeding				
7.07	Disaster Recovery				
Article 8 – Termination, Expiry and Extension					
8.01	Immediate Termination of Contract				
8.02	Dispute Resolution by Rectification Notice				
8.03	Supplier's Obligations on Termination				
8.04	Effect of Termination on Client-Supplier Agreements				
8.05	Supplier's Payment Upon Termination				
8.06	Scope of Termination Rights				

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

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
	Amendment Only				
12.4	Section 217 Education Act et. al.				
12.5	Criminal Records Check				
12.6	Purchasing Policies and Guidelines				
Appendix A – Resources and Supplementary Provisions		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 J - UNIFORMAT II CATEGORIES

The following tables show the UNIFORMAT II Classification for Building Elements.

LEVEL 3 MAJOR GROUP ELEMENTS	LEVEL 3 INDIVIDUAL ELEMENTS
A. SUBSTRUCTURE	A1010 Standard Foundations A1020 Special Foundations A1030 Slab or Grade
	A210 Basement Excavation A220 Basement Walls
B. SHELL	B2010 Exterior Walls B2020 Exterior Windows B2030 Exterior Doors
	B3010 Roof Coverings B3020 Roof Openings
C. INTERIORS	C1010 Partitions C1020 Interior Doors C1030 Fittings
	C2010 Stair Construction C2020 Stair Finishes
	C3010 Wall Finishes C3020 Floor Finishes C3030 Ceiling Finishes
D. SERVICES	D1010 Elevators and Lifts D1020 Escalators and Moving Walks D1090 Other Conveying Systems
	D2010 Plumbing Fixtures D2020 Domestic Waste Distribution D2030 Sanitary Waste D2040 Rain Water Drainage D2090 Other Plumbing Systems
	D3010 Energy Supply D3020 Heat Generating System D3030 Cooling Generating Systems D3040 Distribution Systems D3050 Terminal and Package Units D3060 Controls and Instrumentation D3070 Systems Testing and Balance D3090 Other HVAC Systems and Equipment
	D4010 Sprinklers D4020 Standpipes D4030 Fire Protection Specialities D4090 Other Fire Protection Systems
	D5010 Electrical Services and Distribution D5020 Lighting and Branch Wiring D5030 Communicators and Security D5090 Other Electrical Systems
E. EQUIPMENT AND FURNISHING	E1010 Commercial Equipment E1020 Institutional Equipment E1030 Vehicular Equipment E1090 Other Electrical Systems
	E2010 Fixed Furnishing E2020 Movable Furnishings
F. SPECIAL CONSTRUCTION AND DEMOLITION	F1010 Special Structures F1020 Integrated Construction F1030 Special Construction Systems F1040 Special Facilities

LEVEL 3 MAJOR GROUP ELEMENTS	LEVEL 3 INDIVIDUAL ELEMENTS
	F1050 Special Controls and Instrumentation F2010 Building Elements F2020 Hazardous Components Abatement
G. BUILDING SITEWORK	G1010 Site Clearing G1020 Site Demolition and Relocations G1030 Site Earthwork G1040 Hazardous Waste Remediation
	G2010 Roadways G2020 Parking Lots G2030 Site Development G2040 Landscaping
	G3010 Water Supply G3020 Sanitary Sewer G3030 Storm Sewer G3040 Heating Distribution G3050 Cooling Distribution G3060 Final Distribution G3090 Other Site Mechanical Utilities
	G1010 Site Clearing G1020 Site Demolition and Relocations G1030 Site Earthwork G1040 Hazardous Waste Remediation
	G9010 Service and Pedestrian Tunnels G9090 Other Site Systems and Equipment