



Savings | Choice | Service

SUPPLY OF GENERAL HAND TOOLS, MAINTENANCE & SAFETY PRODUCTS

REQUEST FOR PROPOSALS NUMBER: #2018-326

Request for Proposals Issued On: February 28, 2019

Proponent's Information Session & Proposal System Demonstration: 2:30 pm on March 5, 2019

Proponent's Deadline for Questions: 5:00 pm on March 13, 2019

Proponent's Deadline for Questions Pertaining to Issued Documents: 5:00 pm on March 21, 2019

Closing Date: 2:00:00 pm on April 1, 2019 local time in Toronto, Ontario, Canada

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

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

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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 prospective Proponents for the provision of General Hand Tools, Maintenance & Safety Products (“Products”) on an as-and-when-required basis to support OEM Clients (“Clients”) as further described in Part 2 – the Deliverables (the “Deliverables”).

The Products are further described in Part 2 – Deliverables (“Deliverables”) in the following five (5) categories:

- Category A – Machinery, Pneumatics/Hydraulics, Power Transmission and Tools;
- Category B – Fleet Maintenance, Handling & Storage, and Lubricants, Coolants & Fluids;
- Category C – Fasteners, Metalworking, Welding and Raw Materials;
- Category D – Outdoor Products & Equipment, Painting & Supplies; and,
- Category E – Safety and Security.

The Proponent must be an original equipment manufacturer (“OEM”) or an authorized reseller of the Product(s). Proponents may submit proposals for any or all of the Categories.

This RFP is issued by OEMC.

1.2 Objective of the RFP

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

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

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

1.3 Supplier Expertise and Capabilities

The Supplier should possess the following expertise and capabilities:

- Be fully cognizant of and have the demonstrated Products knowledge;
- Possess and maintain applicable authorization (i.e. reseller authorization, if applicable);
- The capacity to provide a large volume of Product to a geographically diverse Client base;
- Ability to facilitate OEM warranty claims for Clients if required;
- Provide where possible, environmentally sustainable Products; and,
- Provide knowledgeable and professional personnel ensuring Clients’ needs are met.

1.4 Type of Agreement for Deliverables

It is OEMC’s goal to meet Clients’ business needs by offering flexibility as represented through our marketplace of Products. Through OEMC’s constant dedication to the pillars of savings, choice, and service

OECM may, through this RFP process, enter into Master Agreements (“Agreements”) with one (1) or more Suppliers for the provision of the Products.

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

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

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

1.5 No Contract A and No Claims

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

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

1.6 No Contract until Execution of Written Agreement

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

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

1.7 Non-Binding Rates Estimates

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

1.8 No Guarantee of Volume of Work or Exclusivity of Agreement

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

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

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

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

1.9 Overview of OECM

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

Working in collaboration with Clients, OECM:

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

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

1.10 OECM Geographical Zones

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

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

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

1.11 OECM Client Advisory Group

Client	Client's Website
Humber Institute of Technology & Advanced Learning	https://humber.ca/
Peel District School Board	http://www.peelschools.org
Peterborough Victoria Northumberland Clarington Catholic District School Board	https://www.pvnccdsb.on.ca/
Sir Sanford Fleming College	https://flemingcollege.ca/
St Lawrence College	https://www.stlawrencecollege.ca/

1.12 Ontario Broader Public Sector Procurement Directive

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

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

The purpose of the directive is:

- To ensure that goods and services, including construction, consulting services, and information technology are acquired by BPS entities through a process that is open, fair, and transparent;

- To outline responsibilities of BPS entities throughout each stage of the procurement process; and,
- To ensure that all BPS entities in Ontario are consistently managing their procurement processes.

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

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

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

1.13 Client Participation in OECM Marketplace Agreements

OECM currently has six hundred and sixty two (662) Clients using one (1) or more OECM agreements:

- One-hundred and sixteen (116) School Boards, Colleges and Universities; and,
- Five hundred and forty six (546) other 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	Overall Spend Growth %
2012 over 2011	60%
2013 over 2012	50%
2014 over 2013	41%
2015 over 2014	17%
2016 over 2015	34%
2017 over 2016	26%

The above information is as of February 2019.

1.14 Client's Usage of Agreements

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

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

Part Two (the second stage selection process) is managed by the Client or by OECM on the Client's behalf, and is focused on the Client's specific needs. Depending on the Client's internal policies, and potential dollar value of the Products a Client may select a Supplier, or seek Rates (e.g. by issuing a non-binding second stage from the Supplier for their specific Service requirements). If selected by the Client, the Supplier shall provide the Products in accordance with the specifications stated in the Agreement and in the Client's CSA.

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

- Proposed Products;
- Timelines for Products; and,

- Final, net Rates.

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

1.15 Client Supplier Agreements

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

The Supplier will actively promote the Agreement to Clients by:

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

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

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

1.16 Proponent Consortium Information

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

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

1.17 Rules of Interpretation

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

- Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender;
- Words in the RFP shall bear their natural meaning;
- References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of

items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”;

- In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words;
- Unless otherwise indicated, time periods will be strictly applied; and,
- The following terminology applies in the RFP:
 - Whenever the terms “must” or “shall” are used in relation to OECM or the Proponent, such terms shall be construed and interpreted as synonymous and shall be construed to read “OECM shall” or the “Proponent shall”, as the case may be;
 - The term “should” relates to a requirement that OECM would like the Proponent to address in its Proposal; and,
 - The term “will” describes a procedure that is intended to be followed.

1.18 Definitions

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

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

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

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

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

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

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

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

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

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

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

exercise of its independent judgment; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement;

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

“Core Products” means the high usage Products commonly used by OECEM Clients;

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

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

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

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

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

“Non-Core Products” means the Products in addition to the Core Products that a Client would purchase;

“OECEM” means the Ontario Education Collaborative Marketplace;

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

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

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

“PFO” means a provincially funded organization;

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

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

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

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

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

“Request for Proposals” or **“RFP”** means this Request for Proposals #2018-326 issued by OECEM, including all appendices and addenda thereto;

“Second Stage Selection Process” means a request, from a Client or from OECEM on behalf of a Client, seeking Rates for Products specific to a Client's organizations;

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

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

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

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

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

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

[End of Part 1]

PART 2 – THE DELIVERABLES

2.1 Description of Deliverables

The Supplier shall provide Products that meet the requirements as laid out in Part 2 – The Deliverables.

2.2 Product Requirements

Products supplied must have Canadian Standards Association (CSA) and/or Underwriters Laboratories of Canada (ULC) Product Approval.

During the Term, the Supplier may be requested to provide proof of meeting or exceeding the applicable standards upon OEMC or the Client's request.

2.2.1 Reseller Authorization

The Supplier must be the authorized reseller of all Products.

During the Term, the Supplier must maintain the authorized reseller status for all Products and provide proof of its status upon OEMC's request. The supplier must advise OEMC of any changes to their reseller status within thirty (30) days of such change

2.3 Product Specification

The Supplier will provide new and unused Products under the following categories:

- Category A – Machinery, Pneumatics/Hydraulics, Power Transmission and Tools;
- Category B – Fleet Maintenance, Handling & Storage, and Lubricants, Coolants & Fluids;
- Category C – Fasteners, Metalworking, Welding and Raw Materials;
- Category D – Outdoor Products & Equipment, Painting & Supplies; and,
- Category E – Safety and Security.

Please refer to Appendix C – Commercial Response for Products and Product categories required by OEMC and their Clients.

2.4 Product Catalogues

The Supplier shall provide to Clients one (1) or more catalogues with Product details and images, in electronic format. The Supplier should also provide to Clients a customized catalogue / online ordering website with the relevant agreement prices available.

The Supplier should provide Clients with both an English and French language version.

2.5 Description of Core and Non-Core products

2.5.1 Core Products

Core Products are the high usage Products commonly used by OEMC Clients.

The Core products will be from specific manufacturers, and when submitting a Proposal, the Proponent must provide these Products or substitutions that meet or exceed the original Product specification.

The Proponent may be asked to provide documented evidence of the Manufacturers Suggested Retail Price ("MSRP") during the evaluation phase or at any time during the Agreement.

Appendix C - Commercial Response sets out the list of Core Products for each respective Category. It is not, however, in any way, an exhaustive listing of all Products required by Clients from the Agreement resulting from this RFP.

The Core Product list may be adjusted as set out in Section 2.32.3 Optional Core and Non-Core Product Refresh.

2.5.2 Non-Core Products

Non-Core Products are those in addition to the Core Products that a Client would purchase from the Supplier during the Term of the Agreement, regardless if they are included in the Supplier's published standard catalogue (e.g. typically published annually).

The Non-Core Product list may be adjusted as set out in Section 2.32.3 Optional Core and Non-Core Product Refresh.

2.6 Ordering Process

The Supplier should support a variety of ordering methods, including but not limited to:

- Client's Enterprise Product Planning ("ERP") solution;
- Electronic Data Interchange ("EDI");
- Online ordering portal;
- In-person purchase or ordering at the Supplier's branch location;
- By phone;
- By electronic mail (or email) to a Supplier representative or central ordering centre; and,
- By online with a secure and dedicated login for Products and Rates established under the Agreement.

Clients may request to conduct testing the Supplier's online ordering system to ensure it is compatible with Clients' systems, policies and procedures.

Supplier must ensure that only orders with a valid Purchase Order number are accepted unless the Client revises this requirement in the Client Supplier Agreement (CSA).

2.6.1 Order Acknowledgement and Substitutions

The Supplier shall notify the Client immediately or within one (1) Business Day of receiving a Client's order request. The response should be in writing (i.e. email). On urgent matters, the Supplier should confirm by telephone, but follow up with an email. The Supplier will include in this acknowledgement, any Product ordered that cannot be fulfilled (e.g. back-orders).

The Client may:

- Agree on substitute Products recommended. The Client may return the substitute Products in the event it does not fulfill the Client's needs. The Supplier shall bear all costs for return;
- Cancel some or all of the order, which cannot be fulfilled exactly as ordered; or
- Ask the Supplier to ship only available Products and cancel any back-orders.

2.6.2 Product Availability and Allocation

OECM understands that within the General Hand Tools, Maintenance and Safety industry, the supply chain is global, and extremely complex. There will be times when the supply of Products is constrained. OECM will require a 'Supply Distribution Strategy' from the Supplier (submitted as part of Appendix E – Technical Response) which highlights how, in a shortage situation, the Supplier will allocate the available stock it has to Clients.

The Supplier will provide notice to OECM and Clients within forty eight (48) hours of the Supplier discovering any potential supply concern.

The Supplier will provide OECM with their resolution to the situation within twenty four (24) hours of notifying OECM, so that OECM can communicate any supply issues to their Clients.

2.6.3 Product Substitutions

In the event that specific a Product is not available to fulfil the Client's order, the Supplier shall only substitute Product upon advance approval from Client's designated personnel with Product of equal or better functionality.

2.6.4 Electronic Commerce

Clients currently use a variety of ERP, e-Procurement or financial systems (e.g. PeopleSoft). When Clients implement various methods for electronic ordering, such as integrated system and Electronic Data Interchange ("EDI"), the Supplier will provide reasonable technology and implementation support to Clients at no extra cost.

2.6.5 No Minimum Order

There is no minimum order value or quantity requirement for Clients using the resulting Agreement.

2.7 Product Delivery

The Supplier should deliver orders with correct Products and quantities.

All Products shall be Delivered Duty Paid ("DDP") to inside the door or the dock of the Client's location as requested.

Delivery charges of any kind (e.g. for orders, replacements, recalls, returns, warranty) will **not** be accepted or paid.

Clients may have more than one (1) location within their organization (e.g. hundred (100) individual schools, three (3) campuses) and may have more than one (1) delivery location within one (1) delivery address (e.g. two (2) mini-store locations in one (1) campus). The Supplier and Client will set out this arrangement when completing a CSA.

The Supplier is responsible for delivery and receiving all services related material and equipment at the Client's location. The Client will not be responsible for any delivery activities.

Products will be packaged appropriately to ensure safe delivery. All deliveries must include a packing slip specifying the Client's required information (e.g. name of the employee who placed the order, purchase order number, description and quantities ordered and shipped, back orders, if any).

The Client and Supplier may agree to other delivery terms (e.g. in order for the Supplier to reduce its environmental footprint, or to satisfy the Clients schedule) which are mutually beneficial to each party.

Deliveries must be made by the Supplier's own transportation fleet or a reputable transportation company that allows for tracking of the shipments.

2.7.1 Lead Time

The Supplier shall deliver Products ordered by next Business Day or within forty-eight (48) hours, understanding that there may be extenuating circumstances (e.g. a longer delivery lead-time when purchasing special Products or when the locations are within the north-east and north-west Zones).

2.7.2 Damaged or Defective Shipment

Suppliers shall ensure the Products meet the Client's specified quality levels and specifications.

Products may not be accepted upon delivery if:

- The Products or packaging of Products are defective (e.g. broken and/or damaged);
- The Products or packaging of Products are not delivered as agreed; or

- The Products were substituted without prior approval of the Client.

The Supplier will be responsible for all shipping costs related to the return and replacement of any damaged or defective Products from the Client's location. Clients will not be responsible for any re-stocking charges due to damaged or defective Products received.

2.7.3 Product Returns

For Products purchased in error by the Client, the Supplier shall accept returns, and should provide this service free of charge.

2.8 Discontinued Products

The Supplier shall not arbitrarily discontinue Products. When discontinuing products, the Supplier shall provide manufacturer's supporting letter to OEMC. The Supplier should also work with OEMC Clients to provide the opportunity for Clients to purchase any remaining stock of the discontinued Product. This approach should be carried out in a fair manner for all OEMC Clients that require the discontinued Product.

2.9 Product Warranty

The Supplier shall warrant all Products from the date of receipt, but not limited to the following conditions:

- Faulty material; and,
- Manufacturing defects.

The Supplier shall register the equipment for warranty and manage manufacturer's warranty coverage upon delivery.

The Supplier must submit any special assembly, installation, care or maintenance instructions that must be followed to make a claim on the warranty directly to the Client on purchase of the Product, unless directed otherwise by the Client.

Where a manufacturer's standard warranty applies to the Product, the Supplier shall be responsible for arranging Product exchanges and repairs. For all Products with warranty coverage, costs of parts, labour, and shipping to and from the Client's location on all Products associated with repairs and/or replacement shall be at no cost to the Clients.

All warranty related repairs shall be performed by certified technician. Where possible, the Supplier should always repair at the Client's location to minimize equipment downtime.

Warranty support shall include but are not limited to the following:

- Customer telephone support during Business Days; and,
- A toll free telephone number.

2.10 Equipment Trade-In

The Supplier may offer Clients discounts or credits for the use of old equipment. Details shall be mutually agreed upon and outlined in the CSA.

2.11 Equipment Related Services

The Supplier shall provide equipment related services to support Client's usage including but not limited to the following:

- Post manufacture warranty equipment repair services;
- Preventative maintenance services; and,
- Technical support on using the equipment.

The Supplier shall provide an estimate / quotation on the specific repair including costs associated with labour, parts and shipping if applicable for Client's prior approval.

The Supplier shall provide Clients with a report on preventative maintenance and repair services upon request.

2.12 Supply Chain Programs

The Supplier should provide supply chain programs to Clients which can include but is not limited to the following:

- Vendor Managed Inventory (VMI);
- Consignment Inventory;
- Inventory Vending; and,
- Reduction in or reusable packaging.

2.13 Environmental Considerations

OECM and its Clients are committed to reducing the carbon footprint. The Supplier should keep Clients informed about any environment-friendly Products, new technologies and green initiatives.

2.14 Product Samples

From time to time, Clients may be required to test one (1) or more Products before a purchase (e.g. substitution or alternates) or prior to signing a CSA. The Supplier and the Client should work together and coordinate a mutually agreed upon arrangement.

2.15 Promotional Discounts

Suppliers may offer to Clients special promotions to kick off new Product lines, sell-off discontinued inventory, and/or end-of-line Products.

2.16 Bulk or Large Orders

Clients, from time to time, may purchase bulk and/or large quantities of Products. If an order of significant size is requested, the Supplier is encouraged to offer better discounts than those in the Agreement (e.g. Second Stage Selection Process – see 2.32.1 Second Stage Selection Process).

2.17 Coordinated Bulk Ordering

OECM may coordinate an annual bulk order with Clients who have signed a CSA and wish to participate. The Supplier will work with OECM to coordinate and manage this process effectively.

2.18 Training

The Proponent shall provide any training required at no cost to Clients to ensure the correct operation of any Products purchased under the Agreement.

2.19 Technical Support

The Supplier shall provide a number of technical support services to Clients at no additional cost, including, but not limited to, the following:

- A phone number for technical support and warranty support during Business hours;
- 24/7 online access to training and maintenance documentation; and,
- Printed manuals supplied with the Product.

2.20 Optional Services

The Supplier should highlight in their proposal any additional services their organization provides over and above what has been requested in the deliverables as they relate to the Product categories being offered.

2.21 Other Product and Services

During the Term of the Agreement, if mutually agreed by OEMC and the Supplier, other Product and Services may be added to the Agreement to align with Client needs. Agreements will be amended accordingly as per 2.32.3 Optional Core and Non-Core Product and Service Refresh.

2.22 Invoicing

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

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

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

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

2.23 Payment Terms and Methods

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

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

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

2.23.1 Electronic Fund Transfer

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

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

2.23.2 Financial Incentives to Clients

Where feasible, the Supplier shall propose financial incentives to Clients to promote additional cost savings resulting from operational efficiencies or marketing opportunities that may include, but are not limited to:

- Increased online ordering;
- Decreased minimum order value;
- Scheduled deliveries;
- Use of P-Card;
- EDI invoicing and payment processes;
- Early payment discount for Clients; and,
- Higher volumes/overall growth in business.

The Client and Supplier shall mutually agree on the option to receive these financial incentives in a format of a lower rate.

The Client may negotiate specific details related to one (1) or more financial incentives.

The financial incentives the Supplier and Client agree to shall be incorporated into the CSA and reviewed and adjusted (e.g. annually), as required and reported to OECM in the spend report on a monthly basis for each Client.

2.24 Customer Support to Clients

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

- A responsive account executive (or team of personnel lead by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing ordering, administrative, operational support and issue resolution;
- Responding to Client's inquiries (e.g. to day-to-day activities) within one (1) Business Day;
- A dedicated project manager for Product and Service delivery;
- Easy access to the Supplier (e.g. by online, telephone number, email, and voicemail) during Client's Business hours (i.e., Eastern Standard Time);
- Knowledge transfer, and no-charge educational events (e.g. webinars), if available;
- Perform customer satisfaction surveys coordinated with OECM;
- Attend meetings with Clients, as requested; and,
- Provide reports, upon request.

2.25 Agreement Management Support to OECM

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

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

2.25.1 Supplier's Performance Management Scorecard

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

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

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

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

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

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

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

2.25.2 Reporting to OEMC

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

- Sales reports (e.g. including Client name, invoice number and date, description of Products, MSRP, discount off MSRP and net Rate, and delivery address);
- Performance Management Scorecard;
- CSA status and Second Stage Selection Status; and,
- Other ad hoc reports requested by OEMC.

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

2.25.3 Sales Reports

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

- Client's organization name;
- Client's sector (College, School Board, University or other BPS entity);
- Client's address where the Products were delivered to;
- Product details (e.g., description, manufacturer's part number, the Supplier's part number);
- Quantity;
- Rates and Total cost (subtotal excluding taxes); and,
- Cost Recovery Fees.

2.25.4 Second Stage Selection Process Report

The Supplier shall be responsible for providing quarterly Second Stage reports to OEMC as further described below, including but not limited to:

- Second Stage Selection Process reference numbers;
- Client's organization name;
- Client contact;
- Second Stage summary (e.g. Products requested, committed volume);
- Value of the Second Stage Selection;

- Savings; and,
- Second Stage status (e.g. submitted to Client, due date to Client).

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

2.25.5 CSA Status Report

CSA reports should at a minimum include the status of the CSA, i.e. pending, completed.

2.26 Disaster Recovery and Business Continuity

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

2.27 Licenses, Right to Use and Approvals

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

Where a Supplier is required by Applicable Laws to hold or obtain any such permit, licence, and approval to carry on an activity contemplated in its Proposal or in the Agreement, neither acceptance of the Proposal nor execution of the Agreement by OECM shall be considered an approval by OECM for the Supplier to carry on such activity without the requisite permit, license, or approval.

2.28 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 Products and 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 <https://www.ontario.ca/laws/statute/05a11>.

2.29 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.

2.30 Electrical Requirements

Any electrical products being proposed for consideration pursuant to this RFP must be authorized or approved in accordance with the Electrical Safety Code or by a certification organization accredited with the Standards Council of Canada Act (Canada), and shall bear the certification organization's mark identifying the goods certified for use in Canada. Certification shall be to the standard that is appropriate for the intended use of the electrical products at Client's facilities. On the request from OECM or the Client, the Supplier will provide satisfactory evidence of such certification, as applicable.

2.31 Workplace Hazardous Materials Information System (WHMIS)

The Supplier shall ensure Workplace Hazardous Materials Information System ("WHMIS") Material Safety Data Sheets ("MSDS") are onsite as required. Additionally, the Supplier should provide the Client's personnel WHMIS training, as it relates to the Products and Services, in accordance with the *Ontario Occupational Health and Safety Act*.

2.32 Pricing Methodology

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

- Maximum net Rates for the Core Products; and,
- Minimum percentage discount off Supplier's Product list for the non-Core Products.

The proposed Rates shall be firm for the first twelve (12) months of the Agreement, with optional pricing refresh periods as stated in RFP Section 2.32.2.

The Proponent may propose a method (e.g., tiered discounts with rebate to early adopters) to reduce the cost for all Clients who signed a CSA as the overall sales volume grows and to the benefits of early adopters.

2.32.1 Second Stage Process

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

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

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

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

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

- Lowest Rate;
- Delivery time;
- Environmental considerations; and
- Product availability.

2.32.2 Optional Rate Refresh

OECM's goal is to keep Rates as low as possible for Clients. However, the Supplier may request a pricing refresh, per Zone, annually beginning on the anniversary of the Agreement start date. A Supplier wishing to add other Zones may do so by offering Rates or Percentage Discounts comparable to the current Agreement Zone Rates, if agreed to by OECM. The Supplier shall provide a written notice to OECM at least one hundred and twenty (120) days prior to anniversary of the agreement start date annually, if requesting a pricing refresh.

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

A substantial exchange rate fluctuation between the Canadian dollar ("CAD") and the United States dollar ("USD") shall be based on the following:

- A baseline rate will be established by using the applicable six (6) month average USD-to-CAD exchange rate. For example, the six (6) month average for the period July – December 2017 was one-point-two-six-two-zero-three-three-three-three (1.26203333);
- Where the applicable six (6) month average USD-to-CAD exchange rate has a variance of a plus or a minus five percent (+/- 5%) or greater to the baseline rate, a downward or upward adjustment in Rates may be considered; and,
- The applicable six (6) month average USD-to-CAD exchange rate used shall be as published by the Bank of Canada.

Any such request from a Supplier to increase Rates due to substantial fluctuations in the USD-to-CAD exchange rate, at the times set out above, must be accompanied by sufficient supporting evidence, as determined by OEMC that demonstrates that the fluctuation in the exchange rate had direct impact on the Rates of the Resource.

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

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

If, however, a proposed Rate increase or Percentage Discount reduction is not accepted by OEMC, the Agreement shall be terminated within one-hundred and twenty (120) days unless the Supplier agrees to withdraw its request for a Rate increase or Percentage Discount reduction and continue the provision of the Products at the lower agreed upon Rates or higher Percentage Discounts.

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

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

Agreements will be amended accordingly.

2.32.3 Optional Core and Non-Core Product and Service Refresh

During the Term of the Agreement, if mutually agreed upon by OEMC and the Supplier, other Product and Services (e.g. emerging technology/innovation) may be added to the Agreement to align with Client needs.

Rates or Percentage Discounts, for newly added Product and Services, will be negotiated at the time ensuring they align with similar Product and Services already on the list. All other Core Products and Non-Core Products shall remain unchanged, unless adjusted as described in Section 2.32.1 Optional Rate Refresh. Supplier's Performance Management Scorecard will be considered by OEMC when contemplating a Product and Service refresh approval. In the event the Supplier's performance is poor and/or unacceptable, OEMC may not agree to the Supplier's Product and Service refresh request.

Clients expect stability in their Non-Core Products and pricing; therefore, OEMC will review Non-Core Product list and pricing during the Term of the Agreement, as described in Section 2.32.1 Optional Rate Refresh.

The Supplier may request a Product and Service refresh, annually beginning on the anniversary of the Agreement start date. A Supplier wishing to add other Product and Services may do so if agreed to by OEMC. The Supplier shall provide a written notice to OEMC at least one hundred and twenty (120) days prior to the anniversary of the agreement start date annually, if requesting a Rate or Percentage Discount refresh.

The first Product and Service refresh will occur and become effective on the anniversary of the Agreement start date with subsequent review occurring annually thereafter. Any Product and Service refresh request from the Supplier must be accompanied by appropriate documentation, such as detailed calculations, Product and Service description, original equipment manufacturer, part number, supplier part number, and rationale for the Product and Service addition.

Agreements will be amended accordingly, if necessary.

2.33 Saving Calculation

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

2.34 OECM Cost Recovery Fee

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

The Supplier shall pay to OECM a CRF of two point five (2.5%) on all Deliverables invoiced by the Supplier to the Clients through the Term of the Agreement. The CRF shall be paid to OECM on a quarterly basis based on the calendar year. HST is applicable to the CRF payments made to OECM.

- The first CRF shall be paid to OECM by July 12, 2019, and shall include any Client purchases made between the Agreement execution date and June 30, 2019; and,
- The CRF shall be paid quarterly thereafter.

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

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

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

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

Stages	Evaluation	Scoring Methodology and Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	Pass/Fail	Pass
Stage II	Technical Response	160	80
Stage III	Optional Presentation	No Point Allocation	Not Applicable
Stage IV	Commercial Response	160	Not Applicable
Stage V	Cumulative Score	320	Not Applicable
Stage VI	Tie Break	No Point Allocation	Not Applicable
Stage VII	Negotiations	No Point Allocation	Not Applicable

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

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

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

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

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

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

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

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

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

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

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

(a) Conflict of Interest

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

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

(b) Insurance

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

(c) General

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

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

3.2.2 Commercial Response – Appendix C (Qualification Submission Form)

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

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

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

3.2.3 Consortium Information Form – Appendix F (Qualification Submission Form, if Applicable)

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

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

The Appendix G – Compliance with Agreement must be completed, within OTP.

3.2.5 Reseller Authorization:

The following must be completed, signed and uploaded into OTP along with the Proponent's Proposal:

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

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

- **OEM-Authorization for General Hand Tools, Maintenance & Safety Products (if Applicable)**

An OEM-Authorization, as further described in Section 4.3.2 must be completed, signed and uploaded into OTP along with the Proponent’s Proposal if the Proponent is not the OEM of the proposed Products and Services.

3.3 Stage II – Appendix E – Technical Response

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

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

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

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

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

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

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

Each Technical Response should:

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

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

Technical Response Components		Available Points	Minimum Threshold, if any
Evaluator’s Questions	1. Proponent Overview	25	10
	2. Warranty	15	N/A
	3. Capacity and Allocation	10	N/A
	4. Supply Chain and Environmental Programs	25	N/A
	5. Customer Management and Support	35	15
Auto-Scored Questions	6. Delivery and Returns	30	N/A
	7. Lead-Time	20	N/A

Technical Response Components		Available Points	Minimum Threshold, if any
TOTAL POINTS:		160	80

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

N/A indicates not applicable.

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

3.4 Stage III – Optional Presentation

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

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

OECM will send a notice and further detail to the Proponent being invited at least three (3) Business Days and not more than ten (10) Business Days in advance of the proposed date and time for the presentation. If the Proponent is unable to conduct the presentation at the proposed date and time, OECM will use reasonable efforts to: (i) find a mutually agreeable time on the date proposed by OECM; and, (ii) if OECM and Proponent are unable to do so, find a mutually agreeable time on a day prior to the date originally proposed by OECM.

Proponents may be required to answer questions during the presentation. There may be a time restriction to the question and answer period.

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

3.4.1 Content

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

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

3.4.2 Attendance

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

3.5 Stage IV – Commercial Response

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

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

Commercial Response Components	Category A – E Available Points
1. Core Products	80
2. Non-Core Products	80
3. Additional Rates	N/A

Commercial Response Components	Category A – E Available Points
TOTAL POINTS:	160

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

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

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

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR CORE PRODUCTS		
Proposed Rates	Calculation	Resulting Points
If Proponent 1 proposes the lowest Rate of \$100.00 for item a1 – (535 – Rigid Tool Company) 115V Threading Machine, it would receive 100% of the points allocated.	$\$100 \div \$100 \times 1 \text{ Point}$	1
If Proponent 2 proposes the second lowest Rate of \$200.00 for item a1 – (535 – Rigid Tool Company) 115V Threading Machine, it would receive 50% of the points allocated.	$\$100 \div \$200 \times 1 \text{ Point}$	0.5
If Proponent 3 proposes the third lowest Rate of \$400.00 for item a1 – (535 – Rigid Tool Company) 115V Threading Machine, it would receive 25% of the points allocated.	$\$100 \div \$400 \times 1 \text{ Point}$	0.25

And,

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR NON-CORE PRODUCTS		
Proposed Rates	Calculation	Resulting Points
If Proponent 1 proposes the highest average % Discount Rate of 40% for the Fasteners Sub-Category, it would receive 100% of the points allocated.	$40\% \div 40\% \times 26 \text{ Points}$	26
If Proponent 2 proposes the second lowest Rate of \$200.00 for item a1 – 3/16” Grade 30 Proof Coil Welded Chain – 800lb, it would receive 50% of the points allocated.	$20\% \div 40\% \times 26 \text{ Points}$	13
If Proponent 3 proposes the third lowest Rate of \$400.00 for item a1 – 3/16” Grade 30 Proof Coil Welded Chain – 800lb, it would receive 25% of the points allocated.	$10\% \div 40\% \times 26 \text{ Points}$	6.5

Where:

- \$0.00 is entered in any Rate cell, it is deemed to mean that the particular Products **will be provided to Clients at no cost**. Therefore, when evaluating and scoring the Rates, a Proposal specifying \$0.00 in a Rate cell in Appendix C – Commercial Response shall receive the maximum point allocation for that particular Product.
 - 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 Product, that Proponent will receive the maximum sub-point allocation, and the remaining four (4) Proponents will be evaluated based on eighty percent (80%) of the available sub-point allocation.

- In a hypothetical situation where five (5) Proposals were received and two (2) Proponents proposed \$0.00 Rate for a particular Product, these Proponents will receive the maximum sub-point allocation, and the remaining three (3) Proponents will be evaluated based on sixty percent (60%) of the available sub-point allocation.
- N/A or not applicable is entered or there is left blank cell for the Product, it is deemed to mean that the particular Product will **not be provided** to Clients. Therefore, when evaluating and scoring the Rates, a Proposal specifying N/A or not applicable, or left blank in Appendix C - Commercial Response will receive a zero (0) point allocation for that particular pricing component.

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

3.6 Stage V – Cumulative Score

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

All Categories will be scored separately.

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

3.7 Stage VI - Tie Break Process

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

3.8 Stage VII – Negotiations

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

The negotiations may include:

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

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

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

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

3.9 Agreement Finalization

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

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

3.9.1 Notification to Other Proponents

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

3.10 Agreement Launch and Marketing

OECM will promote the use of the Agreement with Clients as set out in Section 2.26. 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:	Feb 28, 2019
Proponent's Information and OTP Demonstration Session:	2:30 pm on Mar 5, 2019
Proponent's Deadline to Submit Questions:	5:00 pm on Mar 13, 2019
OECM's Deadline for Issuing Answers:	Mar 18, 2019
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on Mar 21, 2019
OECM's Deadline for Issuing Final Addenda:	Mar 25, 2019
Closing Date:	2:00:00 pm on Apr 1, 2019
Agreement Start Date:	Jun 1, 2019

All times specified in this RFP timetable are local times in Toronto, Ontario, Canada.

Please refer to Section 4.1.1 for the complete RFP timetable.

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

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

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

4.1.2 Proponent's Information and OTP Demonstration Session

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

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

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

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

Information provided during this session will be posted on OTP.

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

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

4.1.3 Proponent to Follow Instructions

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

4.1.4 Proposal in English

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

4.1.5 OECM's Information in RFP Only an Estimate

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

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

4.1.6 Proponent's Costs

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

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

4.2 Communication after RFP Issuance

4.2.1 Communication with OECM

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

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

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

4.2.2 Proponent to Review RFP

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

- Shall report any errors, omissions or ambiguities; and,

- May direct questions or seek additional information **on** or **before** the Proponent's Deadline to Submit Questions to OECM.

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

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

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

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

To ensure the Proponent clearly understands issued addenda, OECM allows Proponents to ask questions related to addenda, and question and answer documents. Refer to Section 4.1.1 for timelines.

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

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

4.2.3 Proponent to Notify

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

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

The Proponent shall not:

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

4.2.4 All New Information to Proponents by way of Addenda

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

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

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

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

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

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

4.3 Proposal Submission Requirements

4.3.1 General

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

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

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

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

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

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

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

4.3.2 Proposal Submission Requirements

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

- **Qualification Response must include:**
 - Appendix B – Form of Offer **completed within** OTP;
 - Appendix F – Consortium Information Form (if applicable) **completed within** OTP; and,
 - Appendix H – Compliance with Agreement completed and **uploaded to** OTP.
 - Appendix J – OEM Undertaking (if applicable) completed and **uploaded to** OTP for each OEM.
 - An OEM Authorization Letter (if applicable) **uploaded to** OTP for each OEM (See 4.3.2.1)
- **Technical Response should include:**
 - Appendix E – Technical Response **completed within** OTP.
- **References:**
 - Appendix D – Reference Form **completed within** OTP.
- **Commercial Response must include:**
 - Appendix C – Commercial Response completed and **uploaded to** OTP.
 - Proof of Manufacturers Recommended Selling Price for each Core Product **uploaded to** OTP.

4.3.3 Other Proposal Considerations

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

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

4.3.4 Proposal Receipt by OECM

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

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

4.3.5 Withdrawal of Proposal

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

4.3.6 Amendment of Proposal on OTP

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

4.3.7 Completeness of Proposal

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

4.3.8 Proposals Retained by OECM

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

4.3.9 Acceptance of RFP

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

4.3.10 Amendments to RFP

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

4.3.11 Proposals will not be Opened Publicly

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

4.3.12 Clarification of Proposals

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

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

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

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

4.3.13 Verification of Information

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

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

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

4.3.14 Proposal Acceptance

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria as set out in Part 3 will form a part of the evaluation process.

4.3.15 RFP Incorporated into Proposal

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

4.3.16 Exclusivity of Contract

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

4.3.17 Substantial Compliance

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

4.3.18 No Publicity or Promotion

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

In the event that a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, OECM shall be entitled to take all reasonable steps as may be

deemed necessary by OECM, including disclosing any information about a Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

4.4 Negotiations, Timelines, Notification and Debriefing

4.4.1 Negotiations with Preferred Proponent

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

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

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

4.4.2 Failure to Execute an Agreement

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

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

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

4.4.3 Notification to Other Proponents

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

4.4.4 Agreement

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

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

4.4.5 Debriefing

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

4.4.6 Bid Dispute Resolution

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

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

A protest in writing should include the following:

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

For the purpose of a protest, OECM will review and address any protest in a timely and appropriate manner. OECM will engage an independent and impartial third party should the need arise.

4.5 Prohibited Communications, Confidential Information and FIPPA

4.5.1 Confidential Information of OECM

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

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

4.5.2 Confidential Information of the Proponent

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

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

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

4.5.3 Proponent's Submission

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

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

4.5.4 Personal Information

Personal Information shall be treated as follows:

- Submission of information – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide Products unless

specifically requested. OECM shall maintain the information for a period of seven (7) years from the time of collection. Should OECM request such information, OECM will treat this information in accordance with the provisions of this Section;

- Use – Any personal information as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5 that is requested from a Proponent by OECM shall only be used to select the qualified individuals to undertake the Products and to confirm that the work performed is consistent with these qualifications; and,
- Consent – It is the responsibility of the Proponent to obtain the consent of such individuals prior to providing the information to OECM. OECM will consider that the appropriate consents have been obtained for the disclosure to and use by OECM of the requested information for the purposes described.

4.5.5 Non-Disclosure Agreement

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

4.5.6 Freedom of Information and Protection of Privacy Act

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

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

4.5.7 Competition Act

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

4.5.8 Trade Agreements

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

For more information, refer to the following:

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

4.5.9 Intellectual Property

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

4.5.10 Disqualification for Misrepresentation

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

4.5.11 References and Past Performance

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

4.5.12 Cancellation

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

4.6 Reserved Rights and Governing Law of OECM

4.6.1 General

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

- (a) Make public the names of any or all Proponents;
- (b) Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information, if accepted, into the Proposal, at OECM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- (c) Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in OECM's sole and absolute discretion;
- (d) Verify with any Proponent or with a third party any information set out in a Proposal;
- (e) Check references other than those provided by Proponents;
- (f) With supporting evidence, disqualify any Proponent on grounds such as:
 - o Bankruptcy or insolvency;
 - o False declarations;
 - o Significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior agreement or agreements;
 - o Final judgments in respect of serious crimes or other serious offence; or,
 - o Professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent;
- (g) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- (h) Disqualify any Proponent who fails to cooperate with OECM which impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP;
- (i) Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached an agreement with OECM, or has otherwise failed to perform such agreement to the reasonable satisfaction of OECM (i.e. has not submitted required reporting and/or cost recovery fees to OECM);
- (j) Disqualify the Proponent who has been charged or convicted of an offence in respect of an agreement with OECM, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM;

- (k) Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal;
- (l) Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (m) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (n) Reject a Subcontractor proposed by a Proponent within a consortium;
- (o) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;
- (p) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
 - o OECM determines it would be in the best interest of OECM not to award an Agreement,
 - o the Proposal prices exceed the bid prices received by OECM for Products acquired of a similar nature and previously done work,
 - o the Proposal prices exceed the costs OECM or its Clients would incur by doing the work, or most of the work, with its own resources,
 - o the Proposal prices exceed the funds available for the Products, or,
 - o the funding for the acquisition of the proposed Products has been revoked, modified, or has not been approved,

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

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

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

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

4.6.2 Rights of OECM – Proponent

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

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

- Exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP and issuing a new RFP for the same or similar Products.

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

4.6.3 No Liability

The Proponent agrees that:

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

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

4.6.4 Assignment

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

4.6.5 Entire RFP

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

4.6.6 Priority of Documents

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

4.6.7 Governing Law

The terms and conditions in this Part 4:

- Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and,
- Are to be governed by and construed in accordance with the laws of the province or territory within which the Client is located and the federal laws of Canada applicable therein.

[End of Part 4]

APPENDIX A – FORM OF AGREEMENT

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

APPENDIX B – FORM OF OFFER

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

APPENDIX C – COMMERCIAL RESPONSE

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

APPENDIX D – REFERENCES

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

APPENDIX E – TECHNICAL RESPONSE

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

APPENDIX F – CONSORTIUM INFORMATION FORM

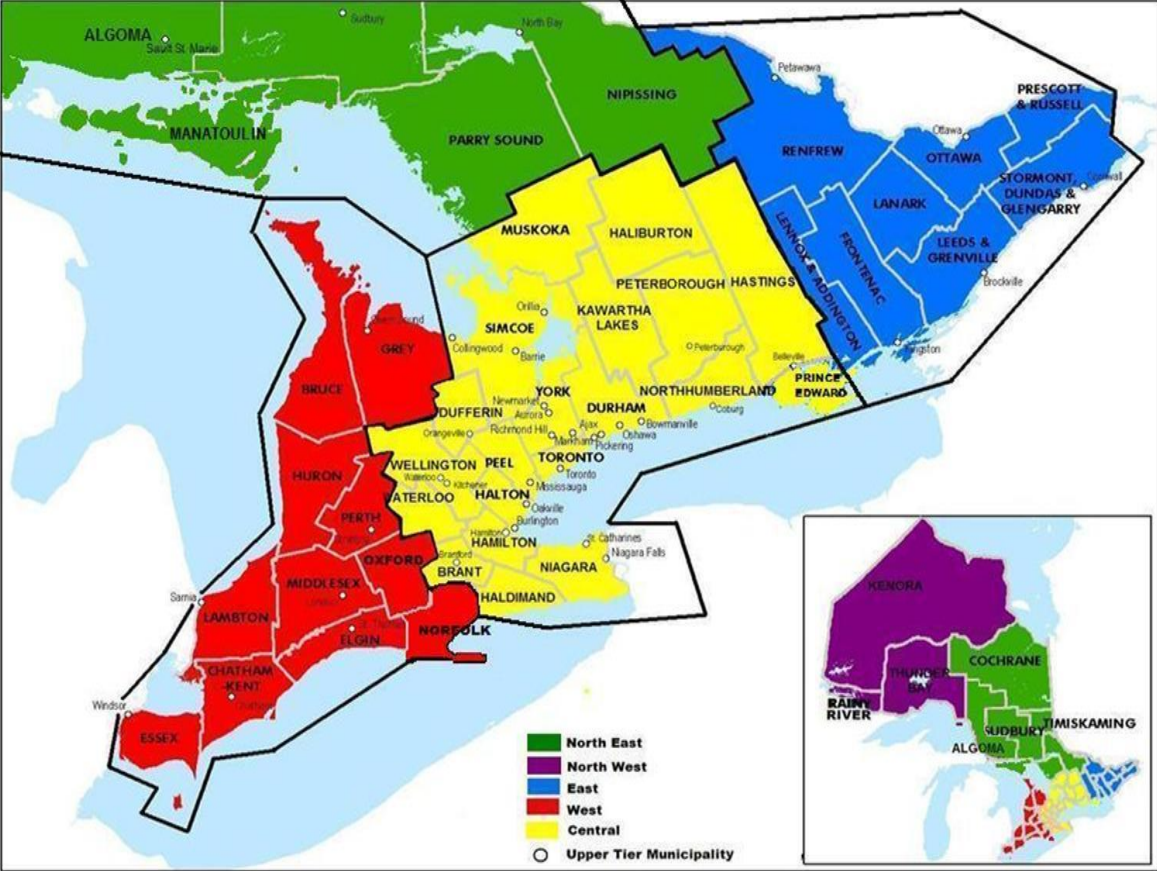
Appendix F – Consortium Information Form, contained in OTP, must be completed within OTP.

APPENDIX G – COMPLIANCE WITH AGREEMENT

Appendix G – Compliance with Agreement, contained in OTP, must be completed within OTP.

APPENDIX H – OEMC GEOGRAPHICAL ZONES

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



APPENDIX I – SUPPLIER’S PERFORMANCE MANAGEMENT SCORECARD

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

- On time delivery of high quality Products at the Agreement Rates or lower;
- The exceptionally high Client satisfaction levels are maintained;
- On-time Agreement activity reporting to OECM;
- On-time cost recovery fee remittance; and,
- Continuous improvement.

During the Term of the Agreement, the Supplier shall collect and report the agreed upon performance measures as requested by OECM. The Performance Management Scorecard and other performance indicators will be used to measure the Supplier’s performance throughout the Term of the Agreement, ensuring Clients receive Products deemed acceptable and delivered on time as determined by the Client, OECM or OECM on behalf of the Client. The Supplier’s performance score will be considered when OECM contemplates Agreement decisions such as:

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

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

The key performance indicators include but are not limited to the following:

Client-Specific Performance Measures		
Key Performance Indicator	Performance Measurement	Performance Goal
Order Processing	Percentage of invoices submitted within thirty (30) days	95% within thirty (30) days
	Invoice accuracy per Client	95% correct first time
Delivery	Percentage of Orders delivered on-time	95% delivered as agreed with Client
Warranty	Number of warranty issues in a period	No more than one (1) issue per quarter
	Response time for service call outs	90% in 24 hours
		95% in 48 hours
Time to rectify defect on arrival to site	90% in 24 hours 95% in 48 hours	
Client satisfaction	Semi-annual survey	90% satisfaction level

OECM-Specific Performance Measures		
Key Performance Indicator	Performance Measurement	Performance Goal
On time Sales Report Submissions	On time	98% of the time
On time Client-Supplier Agreement Status reports Submissions	On time	98% of the time
Executed Client-Supplier Agreements receiving within 30 days of execution	On time	98% of the time
On time payment remittance	Day of	98% of the time
Response time to OECM inquiries	24 hours	98% of the time

During the quarterly business review, OECM will review the key performance indicators with the Supplier.

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

Client may, when executing a Client-Supplier Agreement, seek other key performance indicators.

APPENDIX J – OEM UNDERTAKING

Appendix J – OEM Undertaking attached as a separate document must be completed and uploaded into OTP.

APPENDIX K – OECM SCHOOL BOARD, UNIVERSITY AND COLLEGE CLIENTS IN ONTARIO

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

			DSB		of Medicine
	Kenora Catholic DSB	Rainy River DSB	Thunder Bay Catholic DSB		
West	Avon Maitland DSB	Lambton Kent DSB		Fanshawe College of Applied Arts and Technology	University of Windsor
	Bluewater DSB	London District Catholic SB		Lambton College of Applied Arts and Technology	
	Bruce-Grey Catholic DSB	St. Clair Catholic DSB		St. Clair College of Applied Arts and Technology	
	CSD des écoles catholiques du Sud-Ouest	Thames Valley DSB			
	Greater Essex County DSB	Windsor-Essex Catholic DSB			
	Huron-Perth Catholic DSB				

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