



Savings | Choice | Service

IT TECHNICAL RESOURCE AUGMENTATION SERVICES

REQUEST FOR PROPOSALS NUMBER #2019-327

Request for Proposals Issued On: June 10, 2019

Proponent's Information & OTP Demonstration Session: 10:00 am on June 14, 2019

Proponent's Deadline to Submit Questions: 5:00 pm on June 20, 2019

**Proponent's Deadline to Submit Questions Related to
Addenda & Question and Answer Documents:** 5:00 pm on July 2, 2019

Closing Date: 2:00:00 pm on July 11, 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 5.1.1 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

This non-binding negotiated Request for Proposal (RFP) is an invitation to obtain Proposals from qualified Proponents for, Information Technology (“IT”) technical Resource augmentation services as described in Part 2. OECM intends to award five (5) agreements to service the entire Province and three (3) agreements for each Zone to ensure geographical coverage and availability of Services, with an initial term of three (3) years. Refer to the details contained within the Request for Proposals (“RFP”) for a full description of the requirements.

Overview of OECM

OECM is a trusted not-for-profit partner for Ontario’s education sector, Broader Public Sector (“BPS”) entities, Provincially Funded Organizations (“PFO”), Crown Corporations, and other not-for-profit organizations. OECM offers a comprehensive choice of collaboratively sourced and competitively priced products and services through its Marketplace, the goal of which is to generate savings, choice and service for its Customers.

Recognizing the power of collaboration, OECM is committed to fostering strong relationships with both Customers and suppliers by:

- Actively sourcing products and services in an open, fair, transparent and competitive manner, compliant with BPS Procurement Directive and applicable trade agreements;
- Establishing, promoting and managing product and service agreements used throughout its Customer community;
- Supporting Customers’ access and use of OECM agreements through analysis, reporting and the development of tools, guides, and other materials;
- Effectively managing supplier contract performance while harnessing expertise and innovative ideas, to drive continuous improvements through a Supplier Relationship Management program; and,
- Promoting OECM’s Supplier Code of Conduct, based on its core values, to ensure that all supplier partners adhere to a set standard when conducting business with OECM and its Customers resulting in continuous, long-term success.

Use of OECM Agreements

As of April 2019, six hundred and eighty-seven (687) Customers were using one (1) or more OECM agreements with a cumulative spend of more than one billion dollars over twelve (12) years. The annual spend for 2018 increased by approximately thirty-eight percent (38%) when compared to 2017.

More information about OECM is available on our website - <http://www.oecm.ca/>.

The Ontario Broader Public Sector Procurement Directive

OECM, and the Customers they service, follow the Ontario BPS Procurement Directive. The directive sets out rules for designated BPS entities on the purchase of goods and services using public funds. The Procurement Directive is available here <https://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/English/bps-procurementdirective>.

Trade Agreements

OECM procurements are undertaken within the scope of Chapter 5 of the Canadian Free Trade Agreement (“CFTA”), Chapter 19 of the Comprehensive Economic and Trade Agreement (“CETA”), and within the scope of the Trade and Cooperation Agreement between Quebec and Ontario and 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 Section 5.6.11.

Rules of Interpretation

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

- (a) 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;

- (b) Words in the RFP shall bear their natural meaning;
- (c) 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”;
- (d) 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;
- (e) Unless otherwise indicated, time periods will be strictly applied; and,
- (f) The following terminology applies in the RFP:
 - i. The terms “must” and “shall” relate to a requirement the Supplier will be obligated to fulfil. Whenever the terms “must” or “shall” are used in relation to OECM or the Supplier, such terms shall be construed and interpreted as synonymous and shall be construed to read “OECM shall” or the “Supplier shall”, as the case may be;
 - ii. The term “should” relates to a requirement that OECM would like the Supplier to fulfil; and,
 - iii. The term “will” describes a procedure that is intended to be followed.

[End of Part 1]

PART 2 – THE DELIVERABLES

2.1 Opportunity for Proponents

This non-binding, negotiated Request for Proposals (“RFP”) is an opportunity for prospective Proponents to submit a Proposal for the provision of IT Technical Resource Augmentation Services (“Services”) on an as-and-when-required basis to support OECM Customers as further described in this part of the document.

This RFP is issued by OECM.

Proponents may submit a Proposal for one or both of the two Service coverage categories, as follows:

- (a) Category A: Services for the entire Province
- (b) Category B: Services for individual Zones

Requirements outlined in Part 2 – The Deliverables are applicable to both Service coverage categories.

2.2 Objective of this RFP

The objective of this RFP is to provide OECM Customers with the ability to purchase Services to satisfy their needs.

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

- (a) Highly skilled Resources with applicable IT knowledge;
- (b) Excellent and timely customer and account management support; and
- (c) Reduction of the costs of competitive procurement processes associated with the Services on an ongoing basis (i.e. fewer competitive procurement documents issued by Customers).

2.3 Project Advisory Committee

The following OECM Customers were involved with the development of the requirements set out in this RFP.

- (a) Canadian Museum of History;
- (b) Queen’s University; and,
- (c) University of Toronto.

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

2.4 Historical Spend

In November 2014, OECM established IT Technical Support Services agreements with ten (10) suppliers covering all five (5) Zones. In November 2017, OECM exercised its option to extend five (5) agreements and these agreements expire on November 18, 2019.

Currently, there are ten (10) unique Customers using the OECM IT Technical Support Services agreement:

- (a) Four (4) Colleges;
- (b) Three (3) Universities; and,
- (c) Three (3) other BPS organizations.

Approximate purchases through the existing agreement from November 2014 to March 2019 spend period are approximately seven million one hundred and fifty-two thousand dollars (\$7,152,000).

Customers using the current OECM IT Technical Support Services agreement are not, in any way, obligated to participate in any Agreements resulting from this RFP.

2.5 Description of Services

The Supplier will provide a broad range of Services to meet or exceed the IT technical Resource augmentation needs of Customers located across Ontario. The Supplier shall provide Resources to Customers and the following Services on an as-and-when required basis including but not limited to:

(a) Propose a Resource after completing:

- Interview process;
- Skills test; and,
- Reference check;

(b) Resource replacement; and,

(c) Knowledge transfer.

Assignments are Customers specific and will address a specific IT requirement that typically has a specified set of responsibilities. Tasks are finite Assignments that will require one (1) or more Resources to complete. An Assignment should have a specific start and end date with a defined set of deliverables. Assignments are usually not large projects, although they may be subsets of larger projects.

The Supplier shall provide Customers with qualified Resources to complete short, medium or long term Assignments.

2.5.1 Interview Process

The Supplier should perform interviews with the proposed Resources in order to validate their skills, experience, and competences prior to proposing a Resource to the Customers.

However, Customers may conduct interviews with the proposed Resources, to verify the Resources' skills and competencies to meet the expectations for the Assignment.

2.5.2 Skills Test

The Supplier must, if required by Customers, perform skills test to validate the Resource's expertise in, but not limited to:

- (a) Software;
- (b) Hardware; and,
- (c) Communication and Programming Language.

From time to time, Customers may conduct skills tests.

2.5.3 References Check

The Supplier must, if required by the Customer, perform Resource's references checks and provide Customers with a summary report which highlights the Resource's experience and/or ability to provide the Services required.

Customers may request the Supplier to provide the contact information for Resource's reference to perform their own reference checks.

2.5.4 Resource Replacement

In the event a Resource does not fulfill the requirements during his/her Assignment the Supplier must provide an acceptable Resource for the Customer to replace that Resource. Customers reserve the right to terminate the Assignment if the Resource does not achieve the goals set up for that Assignment.

2.5.5 Knowledge Transfer

If requested by the Customer, after each Assignment the Resource shall provide information and documentation relevant to the Assignment as knowledge transfer to the Customer at no additional cost ensuring seamless transition and minimal service disruption to Customers.

2.6 Resource Experience Levels

The Supplier should provide all the Roles listed in Section 2.7 in the following Experience Levels:

Experience Level		Definition
Level 1	Junior	Less than 5 years of experience
Level 2	Intermediate 1	More than 5 and less than 7 years of experience
Level 3	Intermediate 2	More than 7 and less than 10 years of experience
Level 4	Senior	10 years or more of experience

2.7 Resource Roles

Resources in specific Roles are required to perform Assignments where:

- Highly skilled Resources with specific technical knowledge and expertise are required;
- Internal staff not available or to supplement internal staff;
- Services are related to a particular activity or initiative and are for a finite period; and
- Very specific Roles, usually within specified scope and responsibilities, are required

The Supplier should provide the following Roles for all four (4) Experience Levels:

IT Roles	
1.	Business Analyst
2.	Business Architect
3.	Cloud Specialist
4.	Courseware Developer
5.	Data Architect
6.	Data Conversion Analyst
7.	Data Specialist
8.	Middleware Specialist
9.	Network Administrator
10.	Network Architect
11.	Project Manager
12.	Security Architect
13.	Security Specialist
14.	Service Desk Analyst
15.	Software Architect
16.	Software Programmer/Developer
17.	Software Specialist
18.	Solutions Architect
19.	Strategic Advisor

IT Roles	
20.	Systems Administrator
21.	Technical Support Specialist
22.	Technical Trainer
23.	Web Developer
24.	Web Specialist
25.	IT Facilities Architect
26.	IT Facilities Specialist

The full description of each Role is set out in Appendix H – Roles Descriptions of the RFP.

Customers may request Roles required for their Assignments, which include either some or all of the expertise and responsibilities set out in this RFP for a specific Role. The typical work day is 7.25 hours, but it may vary from Customer to Customer. Regular work hours may vary per Role or per Customer and are to be provided by each Customer.

2.8 Location of Service Provision

The Supplier must provide Resources capable to complete Assignments off-site (i.e. remote Services) and on-site Services (i.e. at the Customers' premises).

2.9 Invoicing

Customers require flexibility in invoicing and payment processes.

Supplier shall submit invoices, in either a paper or electronic format, per Assignment delivery, or as mutually agreed upon between the Customer and the Supplier. The invoices shall contain, at a minimum, the following:

- (a) Customer purchase order number (if applicable) and order date.
- (b) Resource's name;
- (c) Resource's Role;
- (d) Number of days worked;
- (e) Number of hours worked;
- (f) Second Stage Selection Request For Services reference number, if applicable;
- (g) Per Diem Rate;
- (h) Total cost; and,
- (i) HST must be itemized separately.

2.9.1 Payment Terms and Methods

The Customers' common payment terms are net thirty (30) days.

Different payment terms may be agreed to when executing a CSA (e.g. 2%/10 early payment discount for Customers).

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

2.9.2 Electronic Fund Transfer

The Supplier shall provide the Customer with the necessary banking information to enable Electronic Fund Transfer ("EFT"), at no extra charge to the Customer, for any related invoice payments including, but not limited to:

- (a) A void cheque;
- (b) Financial institution's name;
- (c) Financial institution's transit number;
- (d) Financial institution's account number; and,
- (e) Email address for notification purposes.

2.10 Support to Customers

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

- (a) Providing a responsive account executive (with applicable back-up) assigned to the Customer to support their needs by providing day-to-day and ongoing administrative support, operational support and issue resolution;
- (b) Responding to Customer's inquiries (e.g. to day-to-day activities) within one (1) Business Day;
- (c) Ensuring minimal disruption to the Customer;
- (d) Providing easy access to the Supplier (e.g. online, toll free telephone number, email, voicemail, chat or fax);
- (e) Providing knowledge transfer, and no-charge educational events (e.g. webinars), if available;
- (f) Establishing an ongoing communications program with the Customer (e.g. new initiatives, innovation, sustainability);
- (g) Adhering to the Customer's confidentiality and privacy policies (e.g. related to student's private information);
- (h) Provide Customer reporting as described in Appendix F – Reporting Requirements or as may be required;
- (i) Attending meetings with Customers, as requested: and,
- (j) Additional project specific requirements.

2.10.1 Cost Savings for Customers

During the term, the Supplier may offer other incentives including financial incentives, as appropriate, to Customers for savings, the Supplier and Customer may mutually agree on the details.

2.11 Confidentiality and Protection of Customer's Information

The Supplier shall ensure that all personnel providing Services and having access to information related to Services will protect Customer information by:

- a) Signing Non-Disclosure Agreement ("NDA") prior to the provision of any Services and receiving Customer's confidential information;
- b) Provide appropriate security clearance to Customer, as requested; and
- c) Meeting other requirements requested by Customer.

The Supplier shall provide assurance to Customer that the storage and transmission of sensitive information related to previous and current vulnerabilities and incident reports is safe and protected. Any release of the information shall be approved by Customer in writing.

2.12 Disaster Recovery and Business Continuity

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

2.13 Licenses, Right to Use and Approvals

The Supplier shall obtain all licences, right to use and approvals required in connection with the supply of the Services, and provide them at Customer's and/or OECM's request. The costs of obtaining such licences, right to use and approvals shall be the responsibility of, and shall be paid for by, the Supplier.

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

[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 stages [per Category](#):

Stage	Type of Evaluation	Refer to RFP Section	Scoring Methodology and Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	3.2	Pass/Fail	Pass
Stage II	Form 3 - Technical Response	3.3	300	150
Stage III	Commercial Response per Category	3.4	200	Not Applicable
Stage IV	Cumulative Score	3.5	500	Not Applicable
Stage V	Tie Break Process	3.6	No Point Allocation	Not Applicable
Stage VI	Negotiations	3.7	No Point Allocation	Not Applicable
Stage VII	Agreement Finalization	3.8	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** complete the following forms in OTP to qualify and proceed to the next stage of evaluation.

Title	OTP Envelope
Form of Offer	Qualification
Compliance with Form of Master Agreement	Qualification
Commercial Response	Commercial

If the Proponent fails to insert information contained in the above forms, OECM may provide an opportunity to rectify such deficiency within a period of two (2) Business Days from notification thereof. Only Proponents satisfying the identified deficiencies within allotted time will proceed to Stage II.

3.3 Stage II – Form 3 – Technical Response

Stage II will consist of an evaluation and scoring of the Technical Response of each Eligible Proposal. The Technical Response includes a series of questions the Proponent is required to respond to in order to demonstrate the Proponent's ability to fulfill the RFP Deliverables. Only information contained within the Technical Response will be evaluated in Stage II.

Only Proposals that meet or exceed the minimum thresholds will receive a **pass** in this stage and proceed to Stage III of the evaluation process.

In the case that contradictory information or information that contains conditional statements is provided, OECM will, in its sole and absolute discretion, determine whether the response complies with the requirements, and may seek clarification from the Proponent.

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

Point allocations for the Technical Response components are as follows:

Technical Response Components	Available Points	Minimum Threshold, if any
1. Proponent's Overview	50	25
2. Resource Augmentation Services	160	80
3. Customer Support and Account Management	90	Not Applicable
TOTAL POINTS:	300	150

Detailed sub-point allocations are set out in the Form 3 – Technical Response on OTP.

For Category A: Stage II resulting scores, per Proposal will be used when determining the cumulative score as described below in Section 3.5.

For Category B: 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 3.5.

3.4 Stage III – Commercial Response per Category

A separate evaluation and scoring of the Commercial Response will be conducted for each Category.

The Proponent **must** complete Appendix C – Commercial Response, for the specific Category, by inserting the Rates and upload it into the Commercial Envelope of the applicable Category in OTP, for this stage of the evaluation.

Upon the completion of Stage II of the evaluation, the Commercial Response for each Category will be opened for all Eligible Proposals.

Point allocations for the Commercial Response components per Category are as follows:

Commercial Response Components	Available Points per Category	
	Category A (All Zones)	Category B (per Zone)
1. Maximum Per Diem Rates	200	200
TOTAL POINTS:	200	200

Detailed sub-point allocations are set out in the Appendix C – Commercial Response for each Category on OTP.

Rates will be evaluated using a relative formula for Category A. See example below:

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR BUSINESS ANALYST FOR LEVEL 1 FOR CATEGORY A		
Proposed Rates	Calculation	Resulting Points
If Proponent 1 proposes the lowest Rate of \$100.00 for Level 1 Business Analyst for Category A, it would receive 100% of the points allocated.	$\$100 \div \$100 \times 2 \text{ Points}$	2
If Proponent 2 proposes the second lowest Rate of \$200.00 for Level 1 Business Analyst for Category A, it would receive 50% of the points allocated.	$\$100 \div \$200 \times 2 \text{ Points}$	1
If Proponent 3 proposes the third lowest Rate of \$400.00 for Level 1 Business Analyst for Category A, it would receive 25% of the points allocated.	$\$100 \div \$400 \times 2 \text{ Points}$	0.5

Where \$0.00 is entered in any Rate cell, it is deemed to mean that the particular Services **will be provided to Customers at no cost**. Therefore, when evaluating and scoring the Rates, a Proposal specifying \$0.00

in a Rate cell in the Commercial Response shall receive the maximum point allocation for that particular Service. The remaining Proposals will be evaluated using a relative formula based on the remaining percentage of available points regardless of the Proposals of \$0.00 Rate as per below example.

EXAMPLE – WHERE FIVE (5) PROPOSALS WERE RECEIVED WITH \$0.00 RATE PROPOSED		
Number of Proponents proposing \$0.00 Rate for a particular Service	The number of remaining Proponents	The percentage (%) of the sub-point allocation for the remaining Proponents will be:
1	4	80%
2	3	60%
3	2	40%
4	1	20%

Where N/A or not applicable is entered in a Commercial Response cell or a Commercial Response cell is left blank for a Service, it is deemed to mean that the particular Service will **not be provided** to Customers. 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.

3.5 Stage IV – Cumulative Score

Category A:

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

Category B:

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

If a Proponent is invited to negotiations for Category A, and is among the highest scoring Proponents for Category B for a particular Zone, that Proponent will not be invited into negotiations for Category B, and the next highest scoring Proponent for that particular Zone will become Preferred Proponent and be invited to negotiations.

Category A and Category B

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

3.6 Stage V – Tie Break Process

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

3.7 Stage VI – Negotiations

Concurrent negotiations, with the Preferred Proponents, will be based on the RFP requirements, and the Proposals, understanding that OEM is seeking the best overall solution and value for money for Customers.

The negotiations may include:

- (a) Services;
- (b) Agreement management (e.g. performance, KPIs, penalties, reporting);
- (c) Agreement terms and conditions;
- (d) Additional references, if required;
- (e) Rates; and,
- (f) 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 negotiations with that particular Preferred Proponent; (c) extend the negotiation timeline; (d) publish one (1) or some of the Suppliers, who have executed Master Agreements, within our promotional marketing launch. Other Master Agreements, if successfully negotiated with other Preferred Proponents would be added to OECM's website at a later date; or (e) exclude a Preferred Proponent from further consideration.

Upon successful negotiations, the Preferred Proponent will be invited to execute an Agreement.

3.8 Stage VII – Agreement Finalization

The Preferred Proponent will be given five (5) Business Days to execute the Agreement, unless otherwise specified by OECM. Once the Agreement has been executed, Customers may execute a CSA.

OECM shall at all times be entitled to exercise its rights under Section 5.6.

[End of Part 5]

PART 4 – AGREEMENT STRUCTURE AND MANAGEMENT

4.1 Agreement Structure

OECM may, through this RFP process, enter into Master Agreements (“Agreements”) with up to award five (5) agreements to service the entire Province and up to three (3) agreements for each Zone, in order to ensure geographical coverage and availability of Services.

The Term of the Agreement is intended to be for three (3) years, with two (2) optional extension periods in favour of OECM to extend the Term on the same terms and conditions for up to one (1) year. Performance as set out in Appendix G – Supplier’s Performance Management Scorecard will be considered when contemplating an Agreement extension.

Customers participating in the Agreements will execute a Customer-Supplier Agreement (“CSA”) with a Supplier as attached in Appendix B – Form of Master Agreement.

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

4.1.1 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 Services shall be created between the Proponent and OECM by this RFP process until the successful completion of negotiation and execution of a written Agreement for the provision of the Services has occurred.

4.1.2 Customer’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 Customer or by OECM on the Customer’s behalf, and is focused on the Customer’s specific needs. Depending on the Customer’s internal policies, available Resources (e.g. resumes, experience level, application skills), and potential dollar value of the Services a Customer may select a Supplier, or seek Rates (e.g. by issuing a non-binding Second Stage Selection Request for Services (“RFS”)) from the Supplier for their specific Service requirements. If selected by the Customer, the Supplier shall provide the Services in accordance with the specifications stated in the Agreement and in the Customer’s CSA.

When an RFS is issued, which does **not** constitute a contract A, contract B situation, it will identify the required Services or it may request the Supplier to propose appropriate Services to fulfill the Customer’s requirements and any other applicable information. The Customer 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 Master Agreement agreed to by OECM and the Supplier.

The Supplier must respond to an RFS and at minimum, the response should set out the following:

- (a) Resource availability based on Customer’s requirements;
- (b) Service Rates;
- (c) Estimated travel expense;
- (d) Resource profile;
- (e) The Roles, if appropriate and the number of days required to complete the Assignment.

Responses to RFS will be assessed by Customers. More than one (1) Supplier may be chosen to provide Services based on factors such as, but not limited to:

- (a) Lowest Rate and travel expense estimate;
- (b) Resource availability;
- (c) Experience;
- (d) Skills level; and
- (e) Specific expertise.

RFS will be emailed and/or faxed directly to the Supplier's representative. The Supplier shall submit the proposed Resources' resumes to a Customer within the required timeline (e.g. three (3) Business Days), after the Supplier receives the Customer's RFS. Understanding there may be extenuating circumstances (e.g. specific skills on software), if longer timeline may be required and agreed upon with Customer.

The Customer will sign a CSA once the Assignment selection process has been finalized and/or approved.

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

The final selection of the Resource resides with Customers.

4.1.3 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. Customers may contract with others for the same or similar Deliverables to those described in this RFP.

4.2 Rates

The proposed Service Rates shall be firm for the first year of the Agreement and shall be:

- (a) Maximum per diem Rates applicable to all Customers;
- (b) In Canadian funds and shall include all applicable costs, including, but not limited to overhead, materials, fuel, fuel surcharge, duties, tariffs, delivery, office support, profit, permits, licences, labour, insurance, and Workplace Safety Insurance Board costs; and,
- (c) Exclusive of the HST, or other similar taxes.

The Supplier may, however, lower its Rates for specific Services when the Customer and Supplier mutually agree without affecting the Rates in the Agreement.

In extenuating circumstances, OECM may consider a Rate adjustment substantially affecting the provision of Services resulting from new or changed municipal, provincial, or federal regulations, Fair Wage Policy, by-laws, or ordinances. Any such request from the Supplier must be accompanied by documentation deemed appropriate by OECM. The Supplier must submit documentation (i.e. Rate impact analysis) demonstrating how the request affects the delivery of Services in this Agreement. OECM will not consider any fixed costs or overhead adjustments in its review of the Supplier's documentation.

4.2.1 Travel Expenses

The Supplier must obtain prior approval from the Customer for costs incurred as a result of accommodation or travel associated with a particular Assignment. These costs must be charged in accordance with the Customer's travel policy, as may be amended from time to time. Suppliers may obtain applicable rates from the Customer. All such pre-approved costs, where applicable, must be itemized separately on invoices.

Customers shall not be responsible for any meal, hospitality, or incidental expenses incurred by the Supplier, whether incurred while travelling or otherwise including,

- a) Meals, snacks and beverages;
- b) Gratuities;
- c) Laundry or dry cleaning;
- d) Valet services;
- e) Dependent care;
- f) Home management; and,
- g) Personal telephone calls.

4.2.2 Optional Rate Refresh

OECM's goal is to keep Rates as low as possible for Customers. However, the Supplier may request a Rate refresh on the anniversary date of the Agreement (e.g. in June 2020) and every anniversary thereafter.

The Supplier shall provide a written notice with supporting documentation to OECM at least one-hundred-and-twenty (120) days prior to the Agreements' anniversary date if requesting a Rate refresh.

As part of any review OECM will consider Rate adjustments that reflect changes in operation, adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, Fair Wage Policy, or ordinances. Any Rate refresh request from a Supplier must be accompanied and supported by appropriate documentation (e.g. detailed calculations and individual Customer impact analysis) to support any Rate 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.

Customer uptake and Supplier's performance (i.e. Supplier's Performance Management Scorecard results) will be considered when contemplating a Rate refresh.

If a proposed Rate refresh was agreed upon between OECM and the Supplier, the new Rates would only be applicable to Services ordered after the effective date of the new Rates. The effective date of the Rate change must allow Customers a minimum of thirty (30) day prior notice from OECM. If, however, a proposed Rate increase is not accepted by OECM the Agreement may be terminated within one-hundred and twenty (120) days unless the Supplier agrees to withdraw its request for a Rate increase and continue the provision of the Services at the existing agreed upon Rates.

If a Rate refresh is not requested, the existing Rates shall remain in effect until the next Rate refresh opportunity.

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

Agreements will be amended accordingly.

4.2.3 Optional Process to Add Other Services

During the Term of the Agreement, if mutually agreed by OECM and the Supplier, other Services (e.g. newly available and innovative Services) may be added to the Agreement at Agreement anniversary date to align with Customer needs.

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

Customer uptake and Supplier’s performance (i.e. as described in Appendix G – Supplier’s Performance Management Scorecard results) will be considered when contemplating adding Services to the Agreement. In the event the Supplier’s performance is poor and/or unacceptable, OECM may not agree to the Supplier’s Service refresh request. All other Services shall remain unchanged.

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

Agreements will be amended accordingly.

4.2.4 OECM Geographical Zones

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

- (a) Central Zone;
- (b) East Zone;
- (c) North East Zone;
- (d) North West Zone; and,
- (e) West Zone.

Also refer to Appendix E – OECM School Board, College and University Customers in Ontario illustrating OECM’s educational Customers by Zone.

4.2.5 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 Customers.

The Supplier shall pay to OECM a CRF of two point seventy-five percent (2.75%) on all Services invoiced by the Supplier to the Customers through the Term of the Agreement.

The CRF shall be paid to OECM, via EFT, on a quarterly basis based on the calendar year by the tenth (10) Business Day of the calendar quarter.

CRF payment dates, for the first year of the Agreement, will be as follows:

CRF Payments	Payment Date
The first CRF including any Customer purchases made between the Agreement execution date and December 31, 2019 shall be paid to OECM by:	January 15, 2020
The next CRF, including any Customer purchases made between October 1, 2019 to December 31, 2019 shall be paid to OECM by:	April 15, 2020,

CRF Payments	Payment Date
Subsequent CRF payments shall be paid to OECM on the tenth (10) Business Day following each calendar quarter.	July 15, 2020, September 15, 2020

HST is applicable to the CRF payments made to OECM.

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

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

OECM may charge interest, as described in the Agreement, for late CRF payments.

Upon termination or expiry of the Agreement, the Supplier will submit all outstanding CRF payments within thirty (30) days of the Agreement termination or expiry date.

4.2.6 Saving Calculation

OECM tracks, validates, and reports on savings on all of its agreements. Collaborative procurement processes enables several types of savings including direct and indirect savings (e.g. process improvement, lead time reduction, standardization, economies of scale, cost avoidance).

Once OECM receives Customer approval, the Supplier shall provide OECM with the Customers' historical spend (e.g. baseline information) prior to the effective date of this Agreement if applicable to facilitate savings calculations.

4.3 Agreement Management Support to OECM

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

- (a) Supplying of the Services in compliance with the Deliverables of this RFP and resulting Agreement;
- (b) Assigning an OECM Account Executive and team responsible for supporting and overseeing all aspects of the Agreement;
- (c) Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- (d) Promoting the Agreement within the Customer community;
- (e) Maintaining OECM's and Customer's confidentiality by not disclosing Confidential Information without the prior written consent of OECM and/or the Customer, as the case may be, as further described in Appendix B – Form of Master Agreement;
- (f) Attending business review meetings with OECM to review such information as:
 - i. CSAs and upcoming opportunities;
 - ii. Review and monitor performance management compliance;
- (g) Complying with OECM's Supplier Code of Conduct requirements;
- (h) Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- (i) Timely submission of reports showing invoiced Services, CSAs, the applicable CRF, and other ad hoc reports as described in Appendix F – Reporting Requirements, and,
- (j) Complying with Agreement close out processes (e.g. ensuring all Agreement obligations have been fulfilled, such as submission of final reporting and CRF to OECM).

4.3.1 Agreement Launch

Once the Agreement is awarded, the Supplier will meet with OEMC to discuss an effective Agreement launch strategy, and shall provide:

- (a) Supplier's profile and logo;
- (b) Supplier's contact information;
- (c) Customer engagement strategy;
- (d) Access to knowledge sharing materials (e.g. webinars);
- (e) Marketing materials, and,
- (f) Other relevant materials.

4.3.2 Promoting Agreements

To support Customers, OEMC 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 Customers by:

- (a) Conducting sales and marketing activities directly to onboard Customers;
- (b) Executing CSAs with interested Customers;
- (c) Providing excellent and responsive customer support;
- (d) Gathering and maintaining Customer and market intelligence, including contact information;
- (e) Identifying Customer savings; and,
- (f) Identifying improvement opportunities (e.g. new Services).

OEMC will promote the use of the Agreement with Customers by:

- (a) Using online communication tools to inform and educate;
- (b) Holding information sessions and webinars, as required;
- (c) Attending, where appropriate, Customer and Supplier events;
- (d) Facilitating CSA execution, where appropriate;
- (e) Facilitating Second Stage Selection Process requests, as required;
- (f) Providing effective business relationship management;
- (g) Managing and monitoring Supplier performance;
- (h) Facilitating issue resolution; and,
- (i) Marketing promotions.

4.3.3 Supplier's Performance Management Scorecard

To ensure Agreement requirements are met, the Supplier's performance will be measured and tracked by OEMC as described in Appendix G – Supplier's Performance Management Scorecard.

4.3.4 Supplier Recognition Program

In order to strengthen OEMC's relationships with supplier partners and drive greater performance, OEMC will be introducing a Supplier Recognition Program ("SRP") in 2020. OEMC will objectively

evaluate suppliers using an open, fair, and transparent framework based on supplier partner performance, generated savings and value, technical strength and agreement performance.

The SRP will drive long-term supplier partner performance by recognizing and motivating supplier partners to deliver continued savings, choice and service to Customers.

Through the SRP OEMC will classify supplier partners into (1) of four (4) categories: Platinum, Gold, Silver and Bronze based on objective criteria.

The SRP is not intended to constitute an endorsement by OEMC of any particular supplier partner. By responding to the RFP you are consenting to participate in OEMC's SRP in 2020.

4.3.5 Reporting to OEMC

The Supplier shall be responsible for providing reports as further described in Appendix F – Reporting Requirements.

Report details 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, and/or the Customer and Supplier.

[End of Part 4]

PART 5 – TERMS AND CONDITIONS OF THE RFP PROCESS

5.1 General Information and Instructions

Procurement Process Non-Binding

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:

- (a) 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,
- (b) 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.

Non-Binding Rates

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 Proposals, 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.

5.1.1 RFP Timetable

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

RFP Timetable	
Event	Time/Date
OECM's Issue Date of RFP:	June 10, 2019
Proponent's Information and OTP Demonstration Session:	10:00 am on June 14, 2019
Proponent's Deadline to Submit Questions:	5:00 pm on June 20, 2019
OECM's Deadline for Issuing Answers:	June 25, 2019
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer <u>Documents</u> :	5:00 pm on July 2, 2019
OECM's Deadline for Issuing Final Documents:	July 4, 2019
Closing Date:	2:00:00 pm on July 11, 2019
Anticipated Agreement Start Date:	August 2019

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

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

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

5.1.2 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 5.1.1.

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 5.3.1.

5.1.3 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.

5.1.4 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.

5.1.5 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:

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

5.2 Communication after RFP Issuance

5.2.1 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:

- (a) Any employee or agent of OECM;
- (b) Any member or advisor of the Project Advisory Committee;
- (c) Any member of OECM's governing body (such as Board of Directors, or advisors);
- (d) Any employee, consultant or agent of OECM's Customers; and,
- (e) Any elected official of any level of government, including any advisor to any elected official.

5.2.2 Proponent to Review RFP

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

- (a) Shall report any errors, omissions or ambiguities; and,
- (b) 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:

- (a) Edit the question for clarity;
- (b) Exclude questions that are either unclear or inappropriate; and,
- (c) 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 5.1.1 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.

5.2.3 Proponent to Notify

In the event the Proponent has any reason to believe that an error, omission, uncertainty or ambiguity, as set out in Section 5.2.2 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:

- (a) After submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in Section 5.2.2 were present with respect to the RFP; and,
- (b) Claim that OECM is responsible for any of the circumstances listed in Section 5.2.2 of this RFP.

5.2.4 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.

5.3 Proposal Submission Requirements

5.3.1 General

The Proponent shall submit its Proposal through OTP at <https://ontariotenders.app.jaggaer.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:

- (a) Email at eTenderhelp_CA@jaggaer.com; or,
- (b) 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 5.1.1 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.

5.3.2 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.

5.3.3 Proposal Submission Requirements

The Proponent is solely responsible for submitting its Proposal on OTP prior to the Closing Date.

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

Appendix/Form Title	OTP Envelope	Complete Form within OTP	Complete Appendix and Upload to OTP
Appendix C – Commercial Response	Commercial		√
Form 1 – Form of Offer	Qualification	√	
Form 2 – Compliance with Agreement	Qualification	√	
Form 3 – Technical Response	Technical	√	

5.3.4 Other Proposal Considerations

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

- (a) Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored;
- (b) Completely address, on a point-by-point basis, each Technical Response question in Form 3 – Technical Response. Technical Responses left blank and/or unanswered will receive a score of zero (0). Refer to Section 3.3;
- (c) Information attached as part of the Commercial Envelope in OTP will not be considered as part of the evaluation of Stage II - Technical Response. Refer to Section 3.3; and,
- (d) 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 5.3.13 Clarification of Proposals.

5.3.5 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.

5.3.6 Withdrawal of Proposal

A Proponent may withdraw its Proposal by deleting its submission on OTP **before** the Closing Date or at any time throughout the RFP process until the execution of an Agreement. To withdraw a Proposal after the Closing Date, the Proponent should send a **Message** to OECM through OTP.

5.3.7 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.

5.3.8 Completeness of Proposal

By submitting a Proposal, the Proponent confirms that all of the components required to use and/or manage the Services have been identified in its Proposal or will be provided to OECM or its Customers 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.

5.3.9 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.

5.3.10 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.

5.3.11 Amendments to RFP

Subject to Section 5.1.1 and Section 5.2.4, 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.

5.3.12 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.

5.3.13 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.

5.3.14 Verification of Information

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

- (a) 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,
- (b) 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.

5.3.15 Proposal Acceptance

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

5.3.16 RFP Incorporated into Proposal

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

5.3.17 Exclusivity of Contract

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

5.3.18 Substantial Compliance

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

5.3.19 No Publicity or Promotion

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

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

5.4 Negotiations, Timelines, Notification and Debriefing

5.4.1 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 Customers.

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 3.7, terminate discussions and negotiations with the Preferred Proponent, or begin discussions with the next highest scoring Proponent without becoming obligated to offer to negotiate with all Proponents.

5.4.2 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) Business Days to execute the Agreement unless otherwise specified by OECM.

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

In accordance with the process rules in this Part 5 – Terms and Conditions of the RFP Process, there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement.

5.4.3 Agreement

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

- (a) Any such Agreement will commence upon signature by the duly authorized representatives of OECM and the Preferred Proponent; and,
- (b) May include, but not be limited to, the general Agreement terms contained in Appendix B – Form of Master Agreement.

5.4.4 Notification to Other Proponents

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

5.4.5 Debriefing

Any Proponent may request a debriefing after receipt of a notification of award. All requests must be in writing to OECM and should 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.

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

5.5 Prohibited Communications, and Confidential Information

5.5.1 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:

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

5.5.2 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.

5.5.3 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.

5.5.4 Personal Information

Personal Information shall be treated as follows:

- (a) Submission of information – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide Services unless specifically requested. OECM shall maintain the information for a period of seven (7) years from the time of collection. Should OECM request such information, OECM will treat this information in accordance with the provisions of this section;
- (b) Use – Any personal information as defined in the *Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5* that is requested from a Proponent by OECM shall only be used to select the qualified individuals to undertake the Services and to confirm that the work performed is consistent with these qualifications; and,
- (c) 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.

5.5.5 Non-Disclosure Agreement

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

5.5.6 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 Customers. 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.

5.5.7 Intellectual Property

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

5.6 Reserved Rights and Governing Law of OECM

5.6.1 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 OECEM'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 OECEM'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:
 - i. Bankruptcy or insolvency;
 - ii. False declarations;
 - iii. Significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior agreement or agreements;
 - iv. Final judgments in respect of serious crimes or other serious offence; or,
 - v. 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 OECEM 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 OECEM, or has otherwise failed to perform such agreement to the reasonable satisfaction of OECEM (i.e. has not submitted required reporting and/or cost recovery fees to OECEM);
- (j) Disqualify the Proponent who has been charged or convicted of an offence in respect of an agreement with OECEM, 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 OECEM;
- (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 OECEM;
- (p) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
 - i. OECEM determines it would be in the best interest of OECEM not to award an Agreement,
 - ii. the Proposal prices exceed the bid prices received by OECEM for Services acquired of a similar nature and previously done work,

- iii. the Proposal prices exceed the costs OECM or its Customers would incur by doing the work, or most of the work, with its own resources,
- iv. the Proposal prices exceed the funds available for the Services, or,
- v. the funding for the acquisition of the proposed Services has been revoked, modified, or has not been approved,

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

- (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 Customers or is otherwise engaged in a dispute with OECM and/or its Customers;

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.

5.6.2 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:

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

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

5.6.3 No Liability

The Proponent agrees that:

- (a) 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;
- (b) 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,
- (c) 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.

5.6.4 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.

5.6.5 Entire RFP

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

5.6.6 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.

5.6.7 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.

5.6.8 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 Customers.

5.6.9 Cancellation

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

5.6.10 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.

5.6.11 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:

- (a) Canadian Free Trade Agreement website at <https://www.cfta-alec.ca/>;
- (b) 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,

- (c) Comprehensive Economic and Trade Agreement at <http://www.international.gc.ca/gac-amc/campaign-campagne/ceta-aecg/index.aspx?lang=eng>.

5.6.12 Governing Law

The terms and conditions in this Part 5:

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

[End of Part 5]

APPENDIX A – DEFINITIONS

Definitions

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

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

“Assignment” means a specific body of work to be completed for a Customer;

“Best and Final Offer” or **“BAFO”** means a process during the negotiation stage 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:

- (a) Select classified, non-classified and hydro entities (referred to as Other Included Entities in the Management Board of Cabinet Procurement Directive);
- (b) The Legislative Assembly;
- (c) Every municipality in Ontario as defined in the Municipal Affairs Act and the Municipal Act;
- (d) Every regional municipality in Ontario as defined in the Regional Municipalities Act;
- (e) The District Municipality of Muskoka as described in the District Municipality of Muskoka Act;
- (f) Every local board in Ontario as defined in the Municipal Affairs Act and the Municipal Act;
- (g) Every university in Ontario;
- (h) Every college of applied art and technology in Ontario;
- (i) Every post-secondary institution in Ontario, the enrollments of which are used to calculate annual operating grant entitlement;
- (j) Every school board in Ontario as defined in the Education Act;
- (k) Every hospital listed in the Schedule to the Classification of Hospitals Regulations made under the Public Hospitals Act; and,
- (l) Every private hospital operated under the authority of a licence issued under the Private Hospitals Act including:
 - i. Community Health Centres; and,
 - ii. Community Care Access Locations;

See <https://www.ontario.ca/page/broader-public-sector-accountability>;

“Business Day” or **“Day”** typically means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m., except when such a day is a public holiday, as defined in the *Employment Standards Act* (Ontario), or as otherwise agreed to by the parties in writing, but it may differ from Customer to Customer;

“Closing Date” means the Proposal submission date and time as set out in OTP and in Section 5.1.1 and may be amended from time to time in accordance with the terms of this RFP;

“Commercial Response” means the Rates the Proponent uploads to OTP within Appendix C – Commercial Response as part of the Commercial Envelope;

“Commercial Envelope” means an area in OTP where the Proponent would upload its completed Commercial Response;

“Confidential Information” means confidential information of OECCM and/or any Customer (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, and includes all information concerning the business or affairs of the party or its directors, governors, trustees, officers or employees that is of a confidential nature, which information if in written or other tangible form, is clearly designated as confidential, or if disclosed orally, is designated as confidential in a written memorandum delivered by the disclosing party promptly following such disclosure. For the purposes of greater certainty, Confidential Information shall:

- (a) Include:(i) all new information derived at any time from any such Confidential Information whether created by OECCM, the Customer, the Proponent or any third-party; (ii) all information (including Personal Information) that OECCM or the Customer is obliged, or has the discretion, not to disclose under provincial or federal legislation; and, (iii) pricing under this RFP;
- (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the disclosing party of any duty of confidentiality owed by it hereunder; (ii) the disclosing party can demonstrate to have rightfully obtained it, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the disclosing party free of any obligation of confidence; (iii) the disclosing party can demonstrate to have been rightfully known to or in the possession of it at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the disclosing party; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its Proposal that is confidential to OECCM and not available to other respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process; or (iii) engaging in conduct that compromises or could reasonably be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or,
- (b) in relation to the performance of its contractual obligations in an OECCM contract, the Proponent’s other commitments, relationships or financial interests (i) could or could reasonably be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could reasonably be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

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

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

“Customer” is typically an organization such as educational entities (e.g. school boards or authorities, colleges, and universities), shared service organizations, not-for-profit organizations, municipalities, utilities and local boards, health and social service entities, provincially funded organizations (“PFO”), Crown corporations, and any other Broader Public Sector agencies, boards or commissions or similar entities not specifically mentioned here;

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

“Deliverable” means all Services 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;

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

“Experience Level” means an experience level that is associated with a particular Role in this RFP. Experience Level 1 means less than five (5) years of experience in providing the Services; Experience Level 2 means more than five (5) years and less than seven (7) years of experience in providing the Services; Experience Level 3 means more than seven (7) years and less than ten (10) years of experience in providing the Services; and Experience Level 4 means more than ten (10) years of experience in providing the Services;

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended;

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M. 56, as amended;

“OECM” means the Ontario Education Collaborative Marketplace;

“OECM’s Deadline for Issuing Final Addenda” means the date and time as set out in Section 5.1.1 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.app.jaggaer.com/esop/nac-host/public/web/login.html> through which a Proponent’s Proposal must be submitted by the Closing Date;

“Personal Information” has the same definition as in subsection 2(1) of FIPPA and in subsection 2(1) of MFIPPA, that is, recorded information about an identifiable individual or that may identify an individual and includes all such information obtained by the Proponent from OECM or the Customer or created by the Proponent pursuant to the RFP;

“PFO” means a provincially funded organization;

“PIPEDA” means the *Personal Information Protection and Electronic Documents Act*, S.C. 2005, c.5, as amended;

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

“Project Advisory Committee” or **“PAC”** means the individuals providing input into the development of this RFP, and may also evaluate Proposals received in response to this RFP;

“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 maximum prices, in Canadian funds, for the Services as set out in the Proponent’s submitted Appendix C - Commercial Response;

“Request for Proposals” or **“RFP”** means this Request for Proposals 2019-327 issued by OECM, including all appendices and addenda thereto;

“Resource” means the individual that is selected by Supplier and/or suggested to the Customer to fulfill an Assignment;

“Role” means any one (1) of the Roles described in Appendix H – Roles Descriptions of this RFP;

“Second Stage Selection Process” or **“Second Stage”** means a process initiated by a Customer or OECM on behalf of a Customer seeking specific Services, Rates and other relevant information from one (1) or more Suppliers;

“Second Stage Selection Request for Services” or **“RFS”** means a non-binding document issued by a Customer or OECM on behalf of a Customer as part of the Second Stage Selection Process;

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

“Subcontractor” includes the Supplier’s subcontractors or third party 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 Customer;

“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 information, which will be evaluated and scored, the Proponent submits within OTP as part of the Technical Envelope;

“Technical Envelope” means an area in OTP where the Proponent would complete Form 3 – Technical Response;

“Term” has the meaning set out in Section 4.1 of this RFP;

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

“Zone” means the OECM geographical boundaries within the Province of Ontario as identified in Appendix D – OECM Geographical Zones.

APPENDIX B – FORM OF MASTER AGREEMENT

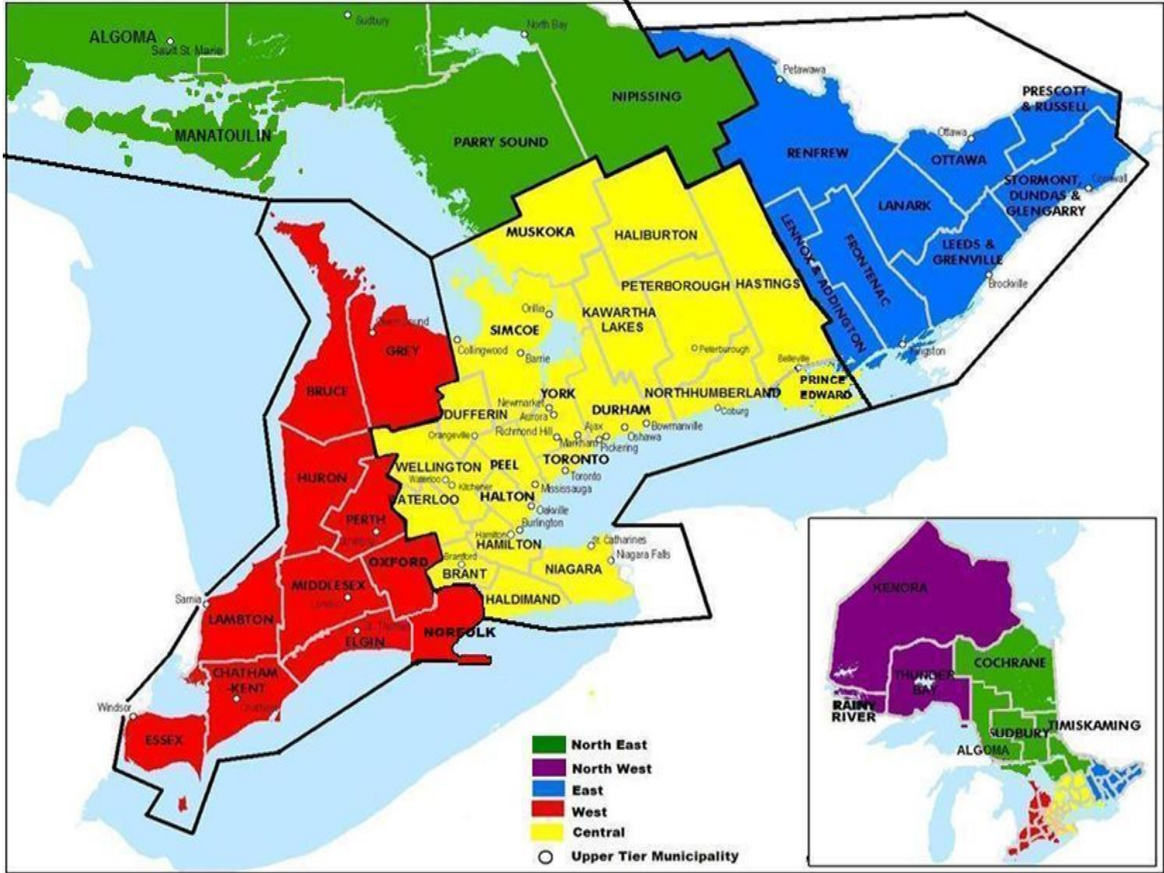
This appendix is posted as a separate PDF document.

APPENDIX C – COMMERCIAL RESPONSE

The Proponent should complete this appendix and upload it into OTP.

APPENDIX D – OEMC GEOGRAPHICAL ZONES

Customers in the Province of Ontario supported by OEMC agreements are located in one (1) or more of the following five (5) geographical Zones.



APPENDIX E – OECM SCHOOL BOARD, COLLEGE AND UNIVERSITY CUSTOMERS 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 Fleming College	York University
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	
North East	CSD des écoles publiques de l'Est de l'Ontario	Renfrew County DSB		St. Lawrence College of Applied Arts and Technology	
	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
North West	CSD catholique Franco-Nord	Near North DSB	Sudbury Catholic DSB		
	CSD du Grand Nord de l'Ontario				
	CSD catholique des Aurores Boréales	Lakehead DSB	Superior North Catholic DSB	Confederation College of Applied Arts and Technology	Lakehead University
West	Keewatin-Patricia DSB	Northwest Catholic DSB	Superior-Greenstone DSB	Northern College of Applied Arts and Technology	
	Kenora Catholic DSB	Rainy River DSB	Thunder Bay Catholic DSB		
	Avon Maitland DSB	Lambton Kent DSB		Fanshawe College of Applied Arts and Technology	University of Windsor
	Bluewater DSB	London District Catholic SB		Lambton College of Applied Arts and Technology	
	Bruce-Grey Catholic DSB	St. Clair Catholic DSB		St. Clair College of Applied Arts and Technology	
	CSD des écoles catholiques du Sud-Ouest	Thames Valley DSB			
Greater Essex County DSB	Windsor-Essex Catholic DSB				
Huron-Perth Catholic DSB					

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

APPENDIX F – REPORTING REQUIREMENTS

Once Customer-Supplier Agreements have been executed, the Supplier must provide the following reports to OEMC for the Term of the Agreement. Reports shall be submitted via email in Microsoft Excel format according to the dates set out below. Final reporting requirements will be determined during negotiations.

Supplier Reporting Requirements			
Report	Report Description	Frequency	Due Date
Supplier Integrated Reporting Template including:			
<ul style="list-style-type: none"> • Sales Reports 	Total volume of all invoiced Service (include financial incentives), by Customer	Monthly	By the 8th Business Day
<ul style="list-style-type: none"> • Customer-Supplier Agreement Status 	The number of executed Customer-Supplier Agreements, and those that are pending execution		
<ul style="list-style-type: none"> • Second Stage Selection Process 	The number of requests received and submitted		
Other Reports:			
<ul style="list-style-type: none"> • Key Performance Indicators (“KPIs”) 	As set out in Appendix G – Supplier’s Performance Management Scorecard	Quarterly	By the 8th Business Day following each calendar quarter
<ul style="list-style-type: none"> • Customer Reports 	As requested (e.g. sales, back order, delivery)	As requested	As requested
<ul style="list-style-type: none"> • OEMC Ad Hoc Reports 	As requested and mutually agreed upon	As requested	As requested

The reporting due dates for the first year of the Agreement will be:

Reports	Due Date
Supplier Integrated Reporting Template:	<ul style="list-style-type: none"> • September 12, 2019; • October 10, 2019; • November 12, 2019; • December 11, 2019; • January 13, 2020; • February 12, 2020; • March 11, 2020; • April 14, 2020; • May 12, 2020; • June 10, 2020; • July 13, 2020; and, • August 13, 2020;

Reports	Due Date
Performance Management KPIs:	<ul style="list-style-type: none">• January 13, 2020,• April14, 2020,• July 13, 2020, and,• October 13, 2020.

APPENDIX G – SUPPLIER’S PERFORMANCE MANAGEMENT SCORECARD

Agreement performance means the Supplier aligns with OECM’s three (3) pillars of Savings, Choice and Service, supporting the growth of the Agreement among Customers, and providing quality Services at competitive Rates.

Supplier performance means the Supplier meets or exceeds the performance requirements described below and adheres to all the other contractual requirements.

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

- On-time delivery of high quality Services at the Agreement Rates or lower;
- Customer satisfaction;
- On-time Agreement activity reporting to OECM;
- On-time Cost Recovery Fee remittance; and,
- Continuous improvement.

Reporting, as described in Appendix F – Reporting Requirements is mandatory for the Supplier to submit as they provide evidence and justification of adherence to the Agreement. Through consolidation of reporting information, OECM provides Customers a thorough understanding of the Agreement aiding the adoption of the Agreement.

By providing the reports, OECM is able to analyze and maintain the integrity of the Agreement and ensure that our core principles of Savings, Choice and Service are communicated to the Customer community.

Failure to provide accurate reports by the deadline may be deemed poor performance, and will reflect on the Suppliers Performance Management Scorecard.

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 Customers receive Services deemed acceptable and delivered on time. 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 Services 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 (“KPIs”) include but are not limited to the following:

Customer Performance Measures		
Key Performance Indicator	Indicator	Measurement
Assignment completion in agreed timeframe.	On time	98% of the time
Availability of the Resources to meet Customer’s needs.	Availability	98% of the time
Availability of replacement Resources if requirements	Within (5) Business Days	98% of the time

Customer Performance Measures		
Key Performance Indicator	Indicator	Measurement
are not met during Assignment		
Response to Customers' Second Stage	Response sent	90% of the Second Stage received

OECM Performance Measures		
Key Performance Indicator	Indicator	Measurement
Supplier Integrated Reporting Template Remittance	On time	98% of the time
Cost Recovery Fee Payment Remittance	Day of	98% of the time
Response Time to OECM Inquiries	24 hours	98% of the time

During the business review meetings, 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.

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

APPENDIX H – ROLES DESCRIPTIONS

This appendix is posted as a separate PDF document.