



Savings | Choice | Service

LABORATORY AND SCIENCE SUPPLIES

REQUEST FOR PROPOSALS NUMBER 2019-337

(Final with Amendments)

Request for Proposals Issued On: August 20, 2019

Proponent's Information & OTP Demonstration Session: 10:30 am on August 27, 2019

Proponent's Deadline to Submit Questions: 5:00 pm on September 4, 2019

**Proponent's Deadline to Submit Questions Related to
Addenda & Question and Answer Documents:** 5:00 pm on September 12, 2019

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

All times specified in this RFP timetable are local times in Toronto, Ontario, Canada.
Please refer to Section 5.1.1 for the complete RFP timetable.

OECEM shall not be obligated in any manner to any Proponent whatsoever until a written Master Agreement has been duly executed with a Supplier.

TABLE OF CONTENTS

PART 1 – INTRODUCTION	5
PART 2 – THE DELIVERABLES	7
2.1 Objective of this RFP	7
2.2 Project Advisory Committee.....	7
2.3 Historical Spend.....	7
2.4 Product Categories	8
2.5 Reseller Authorization.....	8
2.6 Products.....	8
2.6.1 Core Products.....	8
2.6.2 Non-Core Products	8
2.7 Product Catalogues	8
2.8 Product Samples	9
2.9 Training and Knowledge Transfer	9
2.10 Dangerous Goods Safety Requirements	9
2.11 Product Labeling and Information	9
2.12 Order Management.....	9
2.12.1 Minimum Order	10
2.12.2 Order Confirmation	10
2.12.3 Order Changes and/or Cancellation	10
2.12.4 Coordinating Bulk Ordering.....	10
2.12.5 E-Commerce.....	10
2.13 Product Warranty	11
2.13.1 Equipment Warranty	11
2.14 Recalled Products.....	11
2.15 Delivery.....	11
2.15.1 Special Handling.....	12
2.15.2 Delivery Lead Times	12
2.15.3 Back Orders.....	12
2.15.4 Product Substitution.....	12
2.15.5 Damaged or Defective Shipment	12
2.15.6 Returns	12
2.15.7 Discontinued Products	13
2.16 Invoicing.....	13
2.16.1 Payment Terms and Methods.....	13
2.16.2 Electronic Fund Transfer.....	13
2.17 Support to Customers.....	13
2.17.1 Transition.....	14
2.17.2 Financial Incentive to Customers.....	14
2.18 Environmental Considerations	14
2.19 Disaster Recovery and Business Continuity	14
2.20 Licences, Right to Use and Approvals	15
2.21 Workplace Hazardous Material Information System	15
2.22 Electrical Requirements.....	15
PART 3 – EVALUATION OF PROPOSALS	16
3.1 Stages of Proposal Evaluation.....	16
3.2 Stage I – Review of Qualification Responses (Pass/Fail)	16
3.3 Stage II – Technical Response by Category.....	16
3.4 Stage III – Commercial Response by Category	18
3.5 Stage IV – Cumulative Score.....	19
3.6 Stage V – Tie Break Process.....	20
3.7 Stage VI – Negotiations	20
3.8 Stage VII – Master Agreement Finalization.....	20
PART 4 – MASTER AGREEMENT STRUCTURE AND MANAGEMENT	21
4.1 Master Agreement Structure.....	21
4.1.1 No Contract until Execution of Written Master Agreement.....	21

4.1.2	Customer's Usage of Master Agreements	21
4.1.3	No Guarantee of Volume of Work or Exclusivity of Master Agreement.....	22
4.2	Rates	22
4.2.1	Optional Rate Refresh	22
4.2.2	Optional Process to Add Other Core and Non-Core Products	23
4.2.3	OECM Geographical Zones.....	23
4.2.4	OECM Cost Recovery Fee	23
4.2.5	Saving Calculation	24
4.3	Master Agreement Management Support to OECM	24
4.3.1	Master Agreement Launch.....	25
4.3.2	Promoting OECM Master Agreements.....	25
4.3.3	Supplier's Performance Management Scorecard	26
4.3.4	OECM's Supplier Recognition Program.....	26
4.3.5	Reporting to OECM.....	26
PART 5 – TERMS AND CONDITIONS OF THE RFP PROCESS		27
5.1	General Information and Instructions	27
5.1.1	RFP Timetable	27
5.1.2	Proponent's Information and OTP Demonstration Session.....	28
5.1.3	Proponent to Follow Instructions.....	28
5.1.4	OECM's Information in RFP Only an Estimate	28
5.1.5	Proponent's Costs	28
5.2	Communication after RFP Issuance	28
5.2.1	Communication with OECM.....	28
5.2.2	Proponent to Review RFP	29
5.2.3	Proponent to Notify	29
5.2.4	All New Information to Proponents by way of Addenda	30
5.3	Proposal Submission Requirements.....	30
5.3.1	General.....	30
5.3.2	Proposal in English	30
5.3.3	Proposal Submission Requirements.....	30
5.3.4	Other Proposal Considerations.....	31
5.3.5	Proposal Receipt by OECM.....	31
5.3.6	Withdrawal of Proposal.....	31
5.3.7	Amendment of Proposal on OTP	31
5.3.8	Completeness of Proposal.....	31
5.3.9	Proposals Retained by OECM.....	32
5.3.10	Acceptance of RFP	32
5.3.11	Amendments to RFP.....	32
5.3.12	Proposals will not be Opened Publicly	32
5.3.13	Clarification of Proposals	32
5.3.14	Verification of Information	32
5.3.15	Proposal Acceptance	32
5.3.16	RFP Incorporated into Proposal.....	33
5.3.17	Exclusivity of Contract.....	33
5.3.18	Substantial Compliance	33
5.3.19	No Publicity or Promotion	33
5.4	Negotiations, Timelines, Notification and Debriefing.....	33
5.4.1	Negotiations with Preferred Proponent	33
5.4.2	Failure to Execute a Master Agreement.....	33
5.4.3	Master Agreement	34
5.4.4	Notification to Other Proponents.....	34
5.4.5	Debriefing	34
5.4.6	Bid Dispute Resolution.....	34
5.5	Prohibited Communications, and Confidential Information	34
5.5.1	Confidential Information of OECM	34
5.5.2	Confidential Information of the Proponent.....	35
5.5.3	Proponent's Submission	35
5.5.4	Personal Information.....	35
5.5.5	Non-Disclosure Agreement.....	35
5.5.6	Freedom of Information and Protection of Privacy Act.....	35
5.5.7	Intellectual Property	36

5.6	Reserved Rights and Governing Law of OECM.....	36
5.6.1	General.....	36
5.6.2	Rights of OECM – Proponent	38
5.6.3	No Liability	38
5.6.4	Assignment.....	38
5.6.5	Entire RFP	38
5.6.6	Priority of Documents.....	38
5.6.7	Disqualification for Misrepresentation	38
5.6.8	References and Past Performance	39
5.6.9	Cancellation	39
5.6.10	Competition Act	39
5.6.11	Trade Agreements	39
5.6.12	Governing Law.....	39
APPENDIX A – DEFINITIONS.....		40
APPENDIX B – FORM OF MASTER AGREEMENT		44
APPENDIX C – COMMERCIAL RESPONSE.....		45
APPENDIX D – OECM GEOGRAPHICAL ZONES		46
APPENDIX E – OECM SCHOOL BOARD, COLLEGE AND UNIVERSITY CUSTOMERS IN ONTARIO		47
APPENDIX F – SUPPLIER’S REPORTING REQUIREMENTS		48
APPENDIX G – SUPPLIER’S PERFORMANCE MANAGEMENT SCORECARD.....		49
APPENDIX H – SUPPLIER’S CODE OF CONDUCT		51

PART 1 – INTRODUCTION

This non-binding Request for Proposals (“RFP”) is an invitation to obtain Proposals from qualified Proponents for Laboratory and Science Supplies as described in Part 2. OECM intends to award up to four (4) Master Agreements per Category, with an initial Term of Master Agreement (“Term”) of three (3) years, with an option in favour of OECM to extend the Term on the same terms and conditions for up to two (2) years. Refer to the details contained within the RFP for a full description of the requirements.

This RFP is issued by OECM.

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 Master Agreements

As of July 2019, seven hundred twenty-six (726) Customers are using one (1) or more OECM agreements with a cumulative spend of more than one billion dollars over the last five (5) years. The annual spend for 2018 increased by 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 the 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

This Part of the RFP describes the Laboratory and Science Supplies ('Products') Deliverables which will be incorporated into the final Master Agreements for each Category. The Supplier shall provide all RFP requirements for each Category awarded.

2.1 Objective of this RFP

The objective of this RFP is to reduce the costs of competitive procurement processes associated with the Products on an ongoing basis (i.e. fewer competitive procurement documents issued by Customers) and provide OECM Customers the ability to purchase Products to satisfy their requirements.

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

- (a) Have demonstrated experience in the supply and delivery of the proposed Products to organizations of similar size to those contemplated in this RFP and be capable of providing those Products in a timely manner, demonstrating value for money;
- (b) Have knowledgeable resources to support Customers' requirements;
- (c) Provide professional and timely Customer service support and response to questions and issues that arise from daily operations related to the Product supply and delivery;
- (d) Provide Customers with professional and responsive Customer account management; and,
- (e) Work in a cooperative manner with Customers, and be flexible, innovative, and creative as Customers undertake more electronic commerce and/or sustainability initiatives.

2.2 Project Advisory Committee

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

- (a) Hamilton Wentworth District School Board;
- (b) Lambton Kent District School Board;
- (c) Queen's University;
- (d) University of Guelph; and,
- (e) Waterloo District School Board.

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

2.3 Historical Spend

OECM currently has Laboratory and Science Supplies agreements in place with two (2) suppliers that will expire on January 4, 2020. There are forty-seven (47) unique Customers using those agreements:

- (a) Thirty-six (36) School Boards;
- (b) Seven (7) Colleges;
- (c) One (1) University; and,
- (d) Three (3) other BPS organizations.

Purchases through the existing agreements from January 2015 to May 2019 were approximately ten million dollars (\$10,000,000).

Customers using the current OECM Laboratory and Science Supplies agreements are **not**, in any way, obligated to participate in any Master Agreement resulting from this RFP.

2.4 Product Categories

There are four (4) Categories of Products in this RFP:

- (a) Category A – General Laboratory and Science Supplies (e.g. beakers, gloves, pipets and tubes);
- (b) Category B – Biology Supplies (e.g. fetal pigs, frogs, butterflies and owl pellets);
- (c) Category C – Chemicals Supplies (e.g. ethanol, reagents, silver nitrate and hydrochloric acid); and,
- (d) Category D – General Laboratory Equipment (e.g. microscopes, centrifuges, ultra-low temperature freezers).

The Proponent may submit a Proposal for one (1) or more of the Categories.

If a Product is classified as capital equipment, construction, or capital expenditure based on Customer's internal policies (e.g. its value is greater than twenty thousand dollars (\$20,000)), such Product may be considered out of scope for this RFP.

2.5 Reseller Authorization

The Supplier must be the manufacturers' authorized reseller of all Products.

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

2.6 Products

2.6.1 Core Products

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

The Supplier shall maintain and provide each Customer with a core Product list based on each Customer's individual requirements. The core Product list shall contain general Product information (e.g. manufacturer's name, description of Products, pack size, and unit of measure) as well as Rates specific to each Customer. The core Product list shall be available online.

On an annual basis, the Supplier shall review the Products being purchased and propose changes to each Customer specific core Product list to include the addition of any high use Products that are not currently on the particular core Product list and removal of Products that are currently on that particular Customer's core Product list, but have minimal usage. All such changes to the Customer's specific core Product list shall be approved by the Customer.

2.6.2 Non-Core Products

Non-core Products are those in addition to the core Products that a Customer would purchase from the Supplier during the Term

The Supplier shall ensure the Customer will have access to all non-core Products.

2.7 Product Catalogues

The Supplier **should** provide the following to Customers as required during the Term:

- (a) Canadian published catalogue (e.g. education catalogue, public sector catalogue, lowest price catalogue) with Product details and images, in printed and/or electronic format;
- (b) Customer specific core Product list; and,
- (c) Product catalogue **or website** in French language.

2.8 Product Samples

During the Term, the Supplier shall provide Customers Product samples, as requested, for testing and evaluation to ensure Products meet Customers' requirements and are suitable for their purpose. Product samples may also be required when evaluating new Products, substitutions or alternatives. These Product samples shall be provided to Customers at no additional cost. At the end of the evaluation, Customers are under no obligation to purchase these samples. For Products that are not consumables, Customers may, however, choose to purchase the samples at discounted Rates or return the samples at the Supplier's cost.

2.9 Training and Knowledge Transfer

The Supplier shall provide training, knowledge transfer and reference materials where applicable regarding, but not limited to, the following.

- (a) Storage and handling of any hazardous Products, or Products that require any special handling or storage;
- (b) Use of the Products;
- (c) Health and safety issues related to the use of the Products;
- (d) Maintenance and care for equipment Products; and,
- (e) Workplace Hazardous Materials Information System ("WHMIS") training, as outlined in Section 2.21 Workplace Hazardous Materials Information System.

2.10 Dangerous Goods Safety Requirements

The Supplier shall ensure its Products, documentation, labeling, transportation, storage, handling and usage meet industry standards and are compliant with all applicable regulatory requirements including but not limited to the following:

- (a) *Dangerous Goods Transportation Act, R.S.O. 1990, c.D.1;*
- (b) *Transportation of Dangerous Goods Act, 1992, S.C. 1992, c.34;*
- (c) *Occupational Health and Safety Act, R.S.O. 1990, c.O.1;*
- (d) *Occupational Health and Safety Act, R.R. O. 1990, Regulation 860 Workplace Hazardous Materials Information System ("WHMIS");*
- (e) *Hazardous Products Act, R.S.C., 1985, c. H-3; and,*
- (f) *Restricted Components Regulations of the Explosives Act, R.S.C., 1985, c. E-17.*

2.11 Product Labeling and Information

The Supplier shall meet all applicable labeling requirements including but not limited to the following:

- (a) WHMIS labeling requirements;
- (b) Expiry date information; and,
- (c) Batch and/or lot number.

Customers have the right to reject any shipment where the proper label is not affixed, and the Supplier shall be responsible for the return and shipping of new Products at no additional cost to the Customer.

2.12 Order Management

The Supplier should provide a variety of ways for Customers to order Products, including but not limited to the following:

- (a) Customer's Enterprise Resource Planning ("ERP") solution;
- (b) Electronic Data Interchange ("EDI");

- (c) Commerce Extensible Markup Language (“cXML”);
- (d) Email;
- (e) Fax;
- (f) Toll free phone; and/or,
- (g) Supplier’s online ordering process.

The Supplier shall support the Customer in ordering through the Customer’s preferred ordering method.

Where applicable, Customers may need to perform integration testing on the Supplier’s online ordering system to ensure it is compatible with the Customers’ systems, policies and procedures.

The Supplier shall provide a single point of contact (e.g. one (1) order desk, single Customers service line) for all Customer orders.

2.12.1 Minimum Order

The Supplier shall provide delivery, at no additional cost to the Customer, for any order with a minimum value of **one hundred and fifty** dollars (\$150).

Special handling fees, if required, may be charged separately.

The Supplier shall notify the Customer, prior to shipping, of any Products that have a minimum quantity requirement that has not be met (e.g. Product sold in pack of twelve (12) and only two (2) were ordered).

2.12.2 Order Confirmation

The Supplier shall confirm the receipt of an order by Customer within one (1) Business Day. The Supplier will include in this confirmation, any Product ordered that cannot be fulfilled (e.g. back orders). The Customer, at its sole discretion may:

- (a) Cancel some or all of the order;
- (b) Ask the Supplier to ship only available Products and cancel any backorders; and/or,
- (c) Agree to an alternative delivery schedule based on anticipated Product availability.

2.12.3 Order Changes and/or Cancellation

The Supplier should have reasonable order change and order cancellation policy. Additional details regarding order changes and order cancellation should be mutually agreed upon between the Supplier and the Customer.

2.12.4 Coordinating Bulk Ordering

The Supplier shall support coordinated bulk purchases initiated by OEMC and/or Customers for several Customers during the Term. If this occurs, OEMC or the Customer may negotiate a lower Rate with the Supplier for bulk purchases. Lead time for bulk purchases may differ from that set out in Section 2.15.2. OEMC or the Customer will ensure reasonable lead times for bulk purchases are requested.

OEMC and/or Customers may consolidate various Customer volumes and coordinate bulk purchases. Once Products have been received at Customer’s location, the Supplier shall invoice each Customer accordingly.

2.12.5 E-Commerce

Customers currently use a variety of ERP, e-Procurement or financial systems (e.g. PeopleSoft, Jaggaer (formerly SciQuest)) for processing Product orders and payments. To support these processes, the Supplier will provide reasonable technology and implementation support, at any time during the Term, at no additional cost to the Customer.

If required by the Customer, the Supplier will utilize cXML protocols through an e-Procurement system (e.g. Jaggaer (formerly SciQuest)) to communicate business documents between the Customer and Supplier's procurement applications and e-commerce hubs including at a minimum:

- (a) The ability to produce an electronic (e.g. Excel, CSV) file of Products to support a hosted catalogue. The Products must be available for Customers to search, compare and purchase Products through the creation of a static catalogue by loading content and Rates into Customer's e-Procurement solution. Hosted catalogues must contain detailed Product information as well as Rates.
- (b) The ability to have a punch-out enabled website and provide cXML integrations for punch-out orders;
- (c) Responses to all orders, order confirmation and ship notice documents; and,
- (d) Invoice documents.

2.13 Product Warranty

The Supplier shall provide standard manufacturer's warranty coverage for all purchased Products from the date of receipt at Customer's location.

All shipping costs related to approved warranty exchanges shall be at no additional cost to the Customers.

2.13.1 Equipment Warranty

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

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

All warranty related repairs for equipment Products shall be performed by a certified technician. Where possible, the Supplier should always complete repairs at the Customer's location to minimize equipment downtime.

2.14 Recalled Products

The Supplier shall ensure that Products meet current safety standards and regulations and shall advise OEM and Customers of any changes with regulatory agencies related to the Products, which may impact the future availability of Products, or service support of the Products.

The Supplier shall within twenty-four (24) hours report on recalled Products to OEM and Customers advising applicable details (e.g. manufacturer's Product number, reason for recall). The Supplier shall comply with the requirements of any Applicable Law in respect to recalled Products, and repair or replace at no additional cost to Customers.

2.15 Delivery

All Products shall be Delivered Duty Paid ("DDP") to inside the door or the dock of the Customer's location as requested. Special handling fees, if required, will be charged separately.

The Supplier should deliver orders with correct Products and quantities within the lead time.

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

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

2.15.1 Special Handling

The Supplier shall ensure orders are delivered properly for Products that require special handling including but not limited to the following:

- (a) Chemicals;
- (b) Explosives;
- (c) Live specimens;
- (d) Temperature sensitive Products; and,
- (e) Time sensitive Products.

The Supplier shall notify the Customer of any additional costs for special handling at the time of order.

2.15.2 Delivery Lead Times

The Supplier **should** deliver Products according to the following delivery lead times:

- (a) **For regular in stock Products within two (2) Business Days or as mutually agreed upon between the Supplier and Customer;** and,
- (b) All other Products will be delivered as mutually agreed upon between the Supplier and Customer.

2.15.3 Back Orders

Back orders should be confirmed at the time of the order confirmation with an estimated delivery date, Customers will have an option to cancel or keep the back orders.

Back orders shall not be cancelled unless authorized by the Customer.

2.15.4 Product Substitution

The Supplier will only substitute Products with approval from Customer's designated personnel. The Supplier will substitute Products with Products of equivalent or greater specification at no additional cost to the Customer.

2.15.5 Damaged or Defective Shipment

The Customer may not accept the delivery of the Products if they are:

- (a) Damaged (or the packaging is damaged);
- (b) Not delivered as agreed; or,
- (c) Substituted without prior approval of the Customer.

The Supplier shall accept returns and provide replacement of Products that are found to be defective at the time of unpacking within ninety (90) days from the delivery date.

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

2.15.6 Returns

The Supplier shall accept Products returned by the Customer that were ordered incorrectly and not used within thirty (30) days from delivery date, at no additional cost (e.g. restocking or shipping fee) to the Customer.

The Supplier may charge restocking fee, mutually agreed upon with the Customer, for the return of non-stock Products or special orders where the Supplier has incurred additional costs for production or shipping, and the Product cannot be resold by the Supplier.

2.15.7 Discontinued Products

The Supplier shall not arbitrarily discontinue Products and shall provide Customers with sufficient notice (e.g. within sixty (60) days) prior to discontinuation.

2.16 Invoicing

Flexibility in invoicing processes is required (e.g. batch invoicing, electronic invoicing). The Customer and Supplier can mutually agree to invoicing details when executing a Customer-Supplier Agreement ("CSA").

The Supplier shall, for Customers using Jaggaer (formerly SciQuest), support cXML and/or portal invoicing functionality.

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

- (a) Invoice number;
- (b) Customer name and location;
- (c) Customer purchase order number (if applicable) and order date;
- (d) Description of Products provided, quantities and Rates; and,
- (e) HST and total cost.

2.16.1 Payment Terms and Methods

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

The Supplier shall accept payment from Customers by cheque, Purchasing Card, Visa Payables Automation (via ghost card) or Electronic Funds Transfer ("EFT") at no additional cost to the Customer.

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.

2.16.2 Electronic Fund Transfer

The Supplier shall provide the Customer with the necessary banking information to enable EFT, at no additional cost 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.

2.17 Support to Customers

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

- (a) Providing a responsive account executive team (single point of contact) 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) Establishing an ongoing communications program with the Customer (e.g. new initiatives, innovation, sustainability);
- (f) Providing written notice to Customers on any scheduled shut down that would impact services (e.g. inventory count, relocation of warehouse, website maintenance);
- (g) Provide information about any initiatives (e.g. recycling programs, consignment inventory, and/or vendor managed inventory (VMI));
- (h) Providing Customer reporting; and,
- (i) Attending meetings with Customers, as requested.

2.17.1 Transition

The Supplier shall provide Customer support on account setup, ensuring seamless transition and minimal service disruption, at no additional cost.

2.17.2 Financial Incentive to Customers

Where feasible, the Supplier should offer financial incentives to Customers to promote additional cost savings resulting from better operational efficiencies that may include, but are not limited to:

- (a) Increased online ordering including e-commerce;
- (b) Use of Purchasing Card for immediate payment ("P-Card");
- (c) Early payment discount for Customers;
- (d) Trade in of old equipment;
- (e) Support for excess inventory (e.g. the ability to return excess inventory);
- (f) Higher volumes; and,
- (g) Overall growth.

In consultation with OEM, the Customer may negotiate specific details related to one (1) or more financial incentive.

The financial incentives the Supplier and Customer agree to shall be incorporated into the CSA and reviewed and adjusted (e.g. annually) as required and reported to OEM as part of the sales reporting.

The financial incentive to Customers can be reviewed and adjusted annually as required.

2.18 Environmental Considerations

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

2.19 Disaster Recovery and Business Continuity

The Supplier shall possess and provide to OEM 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 Product availability critical to Customers.

2.20 Licences, Right to Use and Approvals

The Supplier shall obtain all licences, right to use and approvals required in connection with the supply of the Products and provide them at Customer and OEMC 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 Master Agreement, neither acceptance of the Proposal nor execution of the Master Agreement by OEMC shall be considered an approval by OEMC for the Supplier to carry on such activity without the requisite licence, right to use or approval.

2.21 Workplace Hazardous Material Information System

The Supplier shall ensure WHMIS Safety Data Sheets (“SDS”) are onsite as required. Additionally, the Supplier should provide the Customer’s personnel WHMIS training, as it relates to the Products and equipment, in accordance with the *Ontario Occupational Health and Safety Act*.

The Supplier shall provide the Customer with online access to the SDS. If there are any changes or updates to the SDS, the Supplier shall update the documents within twenty-four (24) hours and provide notification to the Customer that the SDS has been updated.

2.22 Electrical Requirements

The Supplier shall ensure electrical equipment/Products must authorized or approved by the Customer and in accordance with the Ontario Electrical Safety Code or by a certification organization accredited with the *Standards Council of Canada Act* (Canada), and shall bear the certification organization’s mark identifying the goods certified for use in Canada. Certification shall be to the standard that is appropriate for the intended use of the electrical equipment/Products at Customer’s facilities.

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

OECEM will conduct the evaluation of Proposals, per Category, in the following stages:

Stage	Type of Evaluation	Refer to RFP Section	Category A		Categories B, C, and D	
			Scoring Methodology and Maximum Points (if applicable)	Minimum Threshold Requirement (if any)	Scoring Methodology and Maximum Points each Category (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	3.2	Pass/Fail	Pass	Pass/Fail	Pass
Stage II	Technical Response	3.3	600	300	750	375
Stage III	Commercial Response	3.4	400	N/A	500	N/A
Stage IV	Cumulative Score	3.5	1000	N/A	1250	N/A
Stage V	Tie Break Process	3.6	No Point Allocation	N/A	No Point Allocation	N/A
Stage VI	Negotiations	3.7	No Point Allocation	N/A	No Point Allocation	N/A
Stage VII	Master Agreement Finalization	3.8	No Point Allocation	N/A	No Point Allocation	N/A

N/A means 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, OECEM 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 – Technical Response by Category

Stage II will consist of an evaluation and scoring of the Technical Response of each Eligible Proposal per Category.

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. There are Technical Response questions applicable to:

- (a) All Categories; and,
- (b) Specific Category.

If a Proponent is submitting a Proposal for more than one (1) Category, the Technical Response questions applicable to all Categories (i.e. as noted in (a) above) should be answered only once.

Technical Response questions applicable to specific Category (i.e. as noted in (b) above), should only be answered for each specific Category proposed.

For example, if a Proponent is submitting a Proposal for Category B and Category C, the Proponent should answer Technical Response questions applicable to all Categories (i.e. as noted in (a) above), and Technical Response questions specific to Categories B and C (i.e. as noted in (b) above).

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. The overall minimum threshold for the Technical Response is fifty percent (50%). There are two individual sections with minimum thresholds of fifty percent (50%) each, these are:

- (a) Proponent's Overview and Experience; and,
- (b) Proponent's Customer and Account Management Services and Support

Point allocations for the Technical Response sections are as follows:

Technical Response Sections	Available Points per Category				Minimum Threshold per Category
	A	B	C	D	
Applicable to ALL Categories					
- Proponent's Experience and Qualifications	120	120	120	120	50%
- Proponent's Customer and Account Management Services and Support	140	140	140	140	50%
- Proponent's Capabilities	340	340	340	340	N/A
Applicable to Specific Categories					
- Special Handling	N/A	150	150	N/A	N/A
- Warranty Coverage	N/A	N/A	N/A	150	N/A
TOTAL POINTS:	600	750	750	750	50%

Detailed sub-point allocations, per Category, are set out in the Technical Response on OTP.

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.

Only information contained within the Technical Response will be evaluated in Stage II.

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

3.4 Stage III – Commercial Response by Category

The Proponent **must** complete and upload Appendix C – Commercial Response, for the specific Category being proposed, into the OTP Commercial Envelope for this stage of evaluation.

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

Point allocations for the Commercial Response sections are as follows:

Commercial Response Sections	Available Points per Category			
	A	B	C	D
- Core Products	320	350	350	420
- Non-Core Products	80	90	90	80
- Special Handling Charges	N/A	60	60	N/A
TOTAL POINTS:	400	500	500	500

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

The Proponent shall provide Rates for the Products as listed in the Product section of the Commercial Response or provide an alternate Product. In case the Proponent provides Rates for both the requested Product and an alternate Product, OECS will evaluate such Proponent's Proposal using the Rate provided for the requested Product only.

For Products that can be measured by volume or weight, if the Proponent proposes an alternate Product that is packaged with a different weight or volume than what is described in the Product description, the Rate will be evaluated based on the Rate per lowest unit of measure (e.g. requested Product is in a bottle of two hundred and fifty millilitres (250mL) and the alternate Product is in a bottle of one hundred millilitres (100mL), evaluation will be based on Rate per millilitre (mL)).

Rates will be evaluated using a relative formula. See example below for instances where maximum net Rate is requested:

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR CATEGORY C – CHEMICAL SUPPLIES, 100% Ethanol, 12x500mL		
Proposed Rates	Calculation	Resulting Points
If Proponent 1 proposes the lowest Rate of \$100.00 for 100% Ethanol, 12x500mL, it would receive 100% of the points allocated.	$\$100 \div \$100 \times 4 \text{ Points}$	4
If Proponent 2 proposes the second lowest Rate of \$200.00 for 100% Ethanol, 12x500mL, it would receive 50% of the points allocated.	$\$100 \div \$200 \times 4 \text{ Points}$	2
If Proponent 3 proposes the third lowest Rate of \$400.00 for 100% Ethanol, 12x500mL, it would receive 25% of the points allocated.	$\$100 \div \$400 \times 4 \text{ Points}$	1

Where \$0.00 is entered in any Rate cell, it is deemed to mean that the particular Product **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 Product. 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 Proposals proposing \$0.00 Rate for a particular Product	The number of remaining Proposals	The percentage (%) of the sub-point allocation for the remaining Proposals will be:
1	4	80%
2	3	60%
3	2	40%
4	1	20%

See examples below for instances where minimum percentage discount off of the Proponent's Canadian published catalogue price is requested:

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR CATEGORY A – GENERAL LABORATORY AND SCIENCE SUPPLIES, BEAKER CATEGORY		
Proposed Average Minimum Percentage Discount Off Proponent's Canadian published catalogue price	Calculation	Resulting Points
If Proponent 1 proposes the highest percentage discount of 60%, that Proponent will receive 100% of the points allocated.	$60\% \div 60\% \times 2.5 \text{ Points}$	2.5
If Proponent 2 proposes the second highest percentage discount of 30%, that Proponents will receive 50 % of the points allocated.	$30\% \div 60\% \times 2.5 \text{ Points}$	1.25
If Proponent 3 proposes the third highest percentage discount of 15 %, that Proponent will receive 25% of the points allocated.	$15\% \div 60\% \times 2.5 \text{ Points}$	0.625

Where a percentage discount 100% is entered in any Rate cell, it is deemed to mean that the particular Product **will be provided to Customers at no additional cost**. Therefore, when evaluating and scoring the Rates, a Proposal specifying percentage discount 100% in a Rate cell in the Commercial Response shall receive the maximum point allocation for that particular Product. The remaining Proposals will be evaluated using a relative formula based on the remaining percentage of available points regardless of the Proposals of 100% Rate as per below example.

EXAMPLE – WHERE FIVE (5) PROPOSALS WERE RECEIVED WITH 100% DISCOUNT PROPOSED		
Number of Proposals proposing 100% for a particular Product and/or Service	The number of remaining Proposals	The percentage (%) of the sub-point allocation for the remaining Proposals 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 the Product, it is deemed to mean that the particular Product 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 Product.

Stage III resulting scores, per Proposal and Category will be used when determining the cumulative score as described below in Section 3.5.

3.5 Stage IV – Cumulative Score

At this stage, the scores from Stages II and III will be combined for each Proposal and Category.

Subject to the express and implied rights of OECM; the Proponents with the highest scoring Proposals or all Proponents by Category, may become the Preferred Proponents, and be invited to negotiations, as further described below.

Reference checks will be performed to confirm or clarify information provided within the Proposal. The reference checks themselves will not be scored, however, OECM 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 achieve a tie score on completion of the Stage IV, OECM may invite all Proponents to negotiations or break the tie by selecting the Proposal with the highest score in Stage III – Commercial Response.

3.7 Stage VI – Negotiations

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

The negotiations may include:

- (a) Products;
- (b) Master Agreement management (e.g. performance, KPIs, penalties, reporting);
- (c) Master 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; or (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;

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

3.8 Stage VII – Master Agreement Finalization

The Preferred Proponent will be given five (5) Business Days to execute the Master Agreement, unless otherwise specified by OECM. Once the Master 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 3]

PART 4 – MASTER AGREEMENT STRUCTURE AND MANAGEMENT

4.1 Master Agreement Structure

OECM may, through this RFP process, enter into Master Agreements with up to four (4) Suppliers, per Category, for the provision of the Products to allow OECM Customers, if required, to seek Rates through a Second Stage Selection Process from a variety of Suppliers.

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

Customers participating in the Master Agreements will execute a CSA with a Supplier as attached in Appendix B – Form of Master Agreement.

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

4.1.1 No Contract until Execution of Written Master Agreement

This RFP process is intended to identify Proponents for the purpose of negotiation of potential Master Agreements. The negotiation process is further described in Part 3 – Evaluation of Proposals, and in Section 3.7 of this RFP.

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

4.1.2 Customer's Usage of Master Agreements

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

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

Part Two the Second Stage Selection Process ("Second Stage") 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, and potential dollar value of the Products a Customer may select a Supplier or seek Rates and other relevant Product information specific to Customer's organization (e.g. by issuing a non-binding request via a Second Stage toll (e.g. Request for Services ("RFS"), Quick Quote ("QQ"), or Customer's process (e.g. directly or via an online e.tendering platform)) from the Supplier for their specific Product requirements. If selected by the Customer, the Supplier shall provide the Products in accordance with the specifications stated in the Master Agreement and in the Customer's CSA.

When a Second Stage request is issued, which does **not** constitute a contract A, contract B situation, it will identify the required Products or it may request the Supplier to propose appropriate Products to fulfill the 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 Master Agreement agreed to by OECM and the Supplier.

The Supplier must respond to a Second Stage Selection Process request and at minimum, the response should set out the following:

- (a) Proposed Products;
- (b) Lead time for Products;
- (c) Final, net Rates; and,
- (d) Financial incentives.

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

4.1.3 No Guarantee of Volume of Work or Exclusivity of Master 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 Master Agreement executed with the Supplier may not be an exclusive Master 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 core and non-core Product Rates shall be firm Rates per Category until March 31, 2021 for the Master Agreement and shall be:

- (a) Maximum Rates and/or minimum percentage discount off Supplier's Canadian published catalogue price 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, customs fees, delivery for orders that meet the minimum order requirements, 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 and/or increase the minimum percentage discount for specific Products when the Customer and Supplier mutually agree without affecting the Rates in the Master Agreement.

In extenuating circumstances, OECM may consider a Rate adjustment substantially effecting the provision of Products resulting from new or changed municipal, provincial, or federal regulations, by-laws and fluctuations in foreign exchange rates as published by the Bank of Canada, tariffs, or ordinances. Any such request from the Supplier must be accompanied by documentation deemed appropriate by OECM. OECM may use a third-party index (e.g. Consumer Price Index ("CPI")) in its Rates review. The Supplier must submit documentation (i.e. Rate impact analysis) demonstrating how the request affects the delivery of Products in this Master Agreement. OECM will not consider any fixed costs or overhead adjustments in its review of the Supplier's documentation.

4.2.1 Optional Rate Refresh

OECM's goal is to keep Rates as low as possible for Customers. However, the Supplier may request a Rate refresh annually beginning in March 2021 and every March thereafter.

The Supplier shall provide a written notice with supporting documentation to OECM at least one-hundred-and-twenty (120) days prior to **March 2021 and every March annually thereafter** 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, and fluctuations in foreign exchange rates as published by the Bank of Canada, tariffs, 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.

Volumes and Supplier 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 Products ordered after the effective date of the new Rates. The effective date of the Rate change must allow Customers a minimum of thirty (30) days' prior notice from OECM. If, however, a proposed Rate increase is not accepted by OECM the Master 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 Products 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.

Based on above, the Master Agreements will be amended, if needed.

4.2.2 Optional Process to Add Other Core and Non-Core Products

During the Term, if mutually agreed by OECM and the Supplier, other Products (e.g. newly available Products, new technology) may be added to the Master Agreement to align with Customer needs.

The Supplier shall provide written notice to OECM of at least sixty (60) days if requesting a Product refresh.

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

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

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

Based on above, the Master Agreements will be amended, if needed.

4.2.3 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, University and College Customers in Ontario illustrating OECM's educational Customers by Zone.

4.2.4 OECM Cost Recovery Fee

As a not-for-profit/non-share capital corporation, OECM recovers its operating costs from its agreements through a Cost Recovery Fee ("CRF"). CRFs from the resulting Master 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 one point nine five percent (1.95%) on all Products invoiced by the Supplier to the Customers through the Term.

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 applicable quarter.

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

CRF Payments	Payment Date
The first CRF, including any Customer purchases made between the Master Agreement execution date and March 31, 2020 shall be paid to OECM by:	April 15, 2020
The next CRF, including any Customer purchases made between April 1, 2020 to June 30, 2020, shall be paid to OECM by:	July 15, 2020
Subsequent CRF payments shall be paid to OECM on the tenth (10) Business Day following each calendar quarter.	October 15, 2020, and January 15, 2021.

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, 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 Master Agreement, for late CRF payments.

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

4.2.5 Saving Calculation

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

The Supplier shall report Customer savings (e.g. Master Agreement Rate versus Rate invoiced to Customer, cost avoidance and/or other savings).

4.3 Master Agreement Management Support to OECM

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

- (a) Assigning to OECM a Supplier Account Executive and team responsible for supporting and overseeing all aspects of the Master Agreement;
- (b) Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- (c) Promoting the Master Agreement within the Customer community;
- (d) 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;
- (e) Attending business review meetings with OECM to review such information as:

- i. CSAs and upcoming opportunities;
 - ii. Review and monitor performance management compliance;
- (f) Complying with Appendix H – Supplier’s Code of Conduct requirements as described on the OEMC website at <https://oecm.ca/oecm-advantage/our-supplier-partners/supplier-code-of-conduct>;
 - (g) Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
 - (h) Timely submission of reports as described in Appendix F – Supplier’s Reporting Requirements, and,
 - (i) Complying with Master Agreement close out processes (e.g. ensuring all Master Agreement obligations have been fulfilled, such as submission of final reporting and CRF payments to OEMC).

4.3.1 Master Agreement Launch

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

- (a) Supplier profile and logo;
- (b) Supplier 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 OEMC Master Agreements

To support Customers, OEMC and the Supplier will work together to encourage the use of the Master Agreement resulting from this RFP.

The Supplier will actively promote the Master 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 Products).

OEMC will promote the use of the Master 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 Supplier promotions.

4.3.3 Supplier's Performance Management Scorecard

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

4.3.4 OECM's Supplier Recognition Program

OECM's suppliers play a fundamental role in ensuring Customers' needs are met with consistent and exceptional service. As part of OECM's efforts to provide greater value to Customers and support their supplier selection process across OECM agreements, OECM has implemented a Supplier Recognition Program ("SRP"). Through the SRP, OECM will objectively assess supplier's performance using an open, fair and transparent framework to recognize and reward top-performing suppliers on an annual basis.

The following four (4) key areas of focus that Suppliers will be measured upon include:

- (a) Supplier performance;
- (b) Master Agreement performance (see Section 4.3.3 – Supplier's Performance Management Scorecard and Appendix G – Supplier's Performance Management Scorecard);
- (c) Generated savings and value; and,
- (d) Technical Response scores from the Supplier's Proposal for this RFP.

Further details will be provided to the Suppliers.

4.3.5 Reporting to OECM

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

Report details will be discussed and established at the Master Agreement finalization stage between OECM and the Preferred Proponent. Other reports may be added, throughout the Term, if mutually agreed upon between OECM 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, and shall not create, a formal legally-binding procurement process, and shall not give rise to the legal rights or duties applied to a formal legally-binding procurement process. This procurement process shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (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 OECCM shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of a Master Agreement, failure to award a Master 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 Master 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 Master 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
OECCM's Issue Date of RFP:	August 20, 2019
Proponent's Information and OTP Demonstration Session:	10:30 am on August 27, 2019
Proponent's Deadline to Submit Questions:	5:00 pm on September 4, 2019
OECCM's Deadline for Issuing Answers:	September 10, 2019
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on September 12, 2019
OECCM's Deadline for Issuing Final Documents:	September 18, 2019
Closing Date:	2:00:00 pm on October 1, 2019
Anticipated Master Agreement Start Date:	November, 2019

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

OECCM 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 Master 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 understand 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 OEMC, 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 OEMC.

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

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;
- (b) By phone at 866-722-7390; or,
- (c) Accessing website information at https://ontariotenders.app.jaggaer.com/esop/nac-host/public/attach/eTendering_responding_to_tender_guide.pdf.

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 OEMC 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 set out below.

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

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 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 a Master 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 Products have been identified in its Proposal or will be provided to OECM or its Customers at no additional cost. Any requirement that may be identified by the Proponent after the Closing Date or subsequent to signing the Master 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 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.

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 Master 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 Master 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 Master Agreement within the allotted twenty (20) days, OECM will, as described in Section 3.7 and 3.8, be at liberty to extend the timeline, request the Preferred Proponent to submit its Best and Final Offer, terminate discussions/negotiations with the Preferred Proponent, or publish one (1) or some of the Suppliers, who have executed Master Agreements within OECM's promotional marketing launch. Other Master Agreements, if successfully negotiated with other Preferred Proponents would be added to OECM's website at a later date.

5.4.2 Failure to Execute a Master 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 Master Agreement unless otherwise specified by OECM.

If the Preferred Proponent cannot execute the Master Agreement within the allotted timeframe, OECM may rescind the invitation to execute a Master Agreement or publish one (1) or some of the Suppliers, who have executed Master Agreements within OECM's promotional marketing launch. Other Master Agreements, if successfully negotiated with other Preferred Proponents would be added to OECM's website at a later date.

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 Master Agreement

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

- (a) Any such Master 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 Master Agreement terms contained in Appendix B – Form of Master Agreement.

5.4.4 Notification to Other Proponents

Once the Master 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 for 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 Products unless specifically requested. OECM shall maintain the information for a period of seven (7) years from the time of collection. Should OECM request such information, OECM will treat this information in accordance with the provisions of this section;
- (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 Products 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 OECM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- (c) Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in OECM's sole and absolute discretion;
- (d) Verify with any Proponent or with a third party any information set out in a Proposal;
- (e) Check references other than those provided by Proponents;
- (f) With supporting evidence, disqualify any Proponent on grounds such as:
 - 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 whose Proposal is determined by OECM to be non-compliant with the requirements of this RFP;
- (i) Disqualify a Proposal based upon the past performance or on inappropriate conduct in a prior procurement process, or where the Proponent has or the principals of a Proponent have previously breached an agreement with OECM, or has otherwise failed to perform such agreement to the reasonable satisfaction of OECM (i.e. has not submitted required reporting and/or cost recovery fees to OECM);
- (j) Disqualify any Proponent, who, in relation to this RFP or the evaluation and selection process, has engaged directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the Supplier.

- (k) Disqualify the Proponent who has been charged or convicted of an offence in respect of an agreement with OECM, or who has, in the opinion of OECM, engaged in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion, unethical conduct, including lobbying as described above or other forms of deceitfulness, or other inappropriate communications offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of OECM, or where the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM;
- (l) 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;
- (m) 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;
- (n) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (o) Reject a Subcontractor proposed by a Proponent within a Consortium;
- (p) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;
- (q) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
 - i. OECM determines it would be in the best interest of OECM not to award a Master Agreement,
 - ii. the Proposal prices exceed the bid prices received by OECM for Products 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 Products, or,
 - v. the funding for the acquisition of the proposed Products has been revoked, modified, or has not been approved,

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

- (r) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal;
- (s) Accept any Proposal in whole or in part;
- (t) 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 Master Agreement; or,
- (u) 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 Master Agreement within allotted time from being notified, OECM may, in its sole discretion:

- (a) Extend the period for concluding the Master Agreement, provided that if substantial progress towards executing the Master 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 Products.

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

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 a Master 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 OECSM and/or its Customers.

5.6.9 Cancellation

OECSM 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/OQTC-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.

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

“Best and Final Offer” or **“BAFO”** means a process during the negotiation stage in which a 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”** means Monday to Friday between the hours of 8:00 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;

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

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

“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 been 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 capital 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 Customer-Supplier Agreements have been executed, this fee is 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 Master Agreement, which is executed between Customers and a Supplier for the provision of the Deliverables in the RFP;

“Deliverable” means all Products to be provided or performed by the Supplier, under the Master Agreement, and includes everything that is necessary to be supplied, provided or delivered by the Supplier within the scope of the resulting Master Agreement;

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

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

“**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/home.html> through which a Proponent’s Proposal must be submitted by the Closing Date;

“**PFO**” means a provincially funded organization;

“**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;

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

“**Product**” means all Laboratory and Science Supplies to be provided by the Supplier, under the Master Agreement, and includes everything that is necessary to be supplied, provided or delivered by the Supplier;

“**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 documentation and information submitted by a Proponent in response to the RFP;

“**Purchasing Card**” or “**P-Card**” means the corporate charge cards used by the Customer, as may be changed from time to time;

“**Rates**” means the maximum prices and/or minimum percentage discount off Proponent’s published Canadian catalogue price, in Canadian funds, for the Products as set out in the Proponent’s submitted Appendix C - Commercial Response;

“**Request for Proposals**” or “**RFP**” means this Request for Proposals #2019-337 issued by OECM, including all appendices and addenda thereto;

“**Second Stage Selection Process**” or “**Second Stage**” means a request from one (1) or more Suppliers via a Second Stage tool (e.g. Request for Services (“RFS”), Quick Quote (“QQ”), or Customer’s process (e.g. directly or via an online e-tendering platform)) from a Customer or from OECM on behalf of a Customer seeking Rates and relevant Products specific to a Customer’s organization;

“**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 Master Agreement as mutually agreed upon by the Customer;

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

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

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

“**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

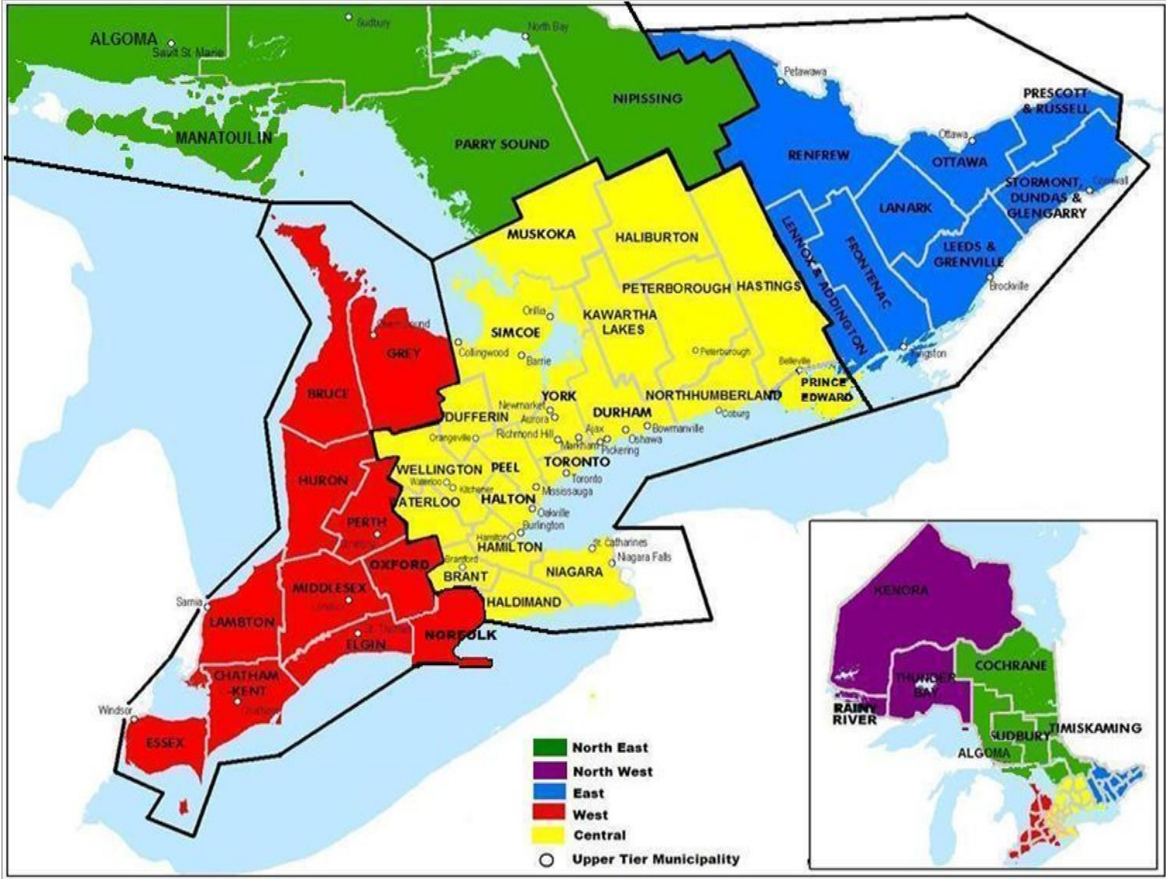
This appendix is posted as a separate PDF document.

APPENDIX C – COMMERCIAL RESPONSE

The Proponent should complete this appendix, posted as a separate Microsoft Excel document, 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	
CSD des écoles publiques de l'Est de l'Ontario	Renfrew County DSB		St. Lawrence College of Applied Arts and Technology		
North East	Algoma DSB	CSD du Nord-Est de l'Ontario	Nipissing-Parry Sound Catholic DSB	Cambrian College of Applied Arts and Technology	Algoma University
	CSD catholique des Grandes Rivières	DSB Ontario North East	Northeastern Catholic DSB	Collège Boréal	Laurentian University
	CSD catholique du Nouvel-Ontario	Huron-Superior Catholic DSB	Rainbow DSB	Sault College	Nipissing University
	CSD catholique Franco-Nord	Near North DSB	Sudbury Catholic DSB		
CSD du Grand Nord de l'Ontario					
North West	CSD catholique des Aurores Boréales	Lakehead DSB	Superior North Catholic DSB	Confederation College of Applied Arts and Technology	Lakehead University
	Keewatin-Patricia DSB	Northwest Catholic DSB	Superior-Greenstone DSB	Northern College of Applied Arts and Technology	
	Kenora Catholic DSB	Rainy River DSB	Thunder Bay Catholic DSB		
West	Avon Maitland DSB	Lambton Kent DSB		Fanshawe College of Applied Arts and Technology	University of Windsor
	Bluewater DSB	London District Catholic SB		Lambton College of Applied Arts and Technology	
	Bruce-Grey Catholic DSB	St. Clair Catholic DSB		St. Clair College of Applied Arts and Technology	
	CSD des écoles catholiques du Sud-Ouest	Thames Valley DSB			
	Greater Essex County DSB	Windsor-Essex Catholic DSB			
Huron-Perth Catholic DSB					

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

APPENDIX F – SUPPLIER’S REPORTING REQUIREMENTS

Once CSAs have been executed, the Supplier must provide the following reports to OECM for the Term. Reports shall be submitted via email in Microsoft Excel format according to the frequency set out below.

Supplier Reporting Requirements		
Reports	Frequency	Due Date
<u>Integrated Reporting Template</u>		
1. Sales Report (inclusive of all associated purchases) including but not limited to: (a) Customer’s name; (b) Invoice number and date; (c) Manufacturer’s Product number; (d) Supplier’s Product number; (e) Product description; (f) Unit of measure; (g) Quantity shipped per unit of measure; (h) Rate per Unit; (i) Total per Product; (j) Savings (i.e. list Rate minus discount, financial incentives); and, (k) Cost Recovery Fees.	Monthly	8th Business Day
2. CSA Status Report including, but not limited to: (a) The number of executed CSAs and those pending execution.		
3. Second Stage Selection Process Report including, but not limited to: (a) Customer’s name; (b) Reference number; (c) Number of requests received and submitted; (d) Product requirement (e.g. type, committed volume); (e) Resulting savings; and, (f) Status (e.g. complete, due date to return to Customer).		
<u>Other Reports:</u>		
Key Performance Indicators (“KPIs”) Report - As set out in Appendix G – Supplier’s Performance Management Scorecard	Quarterly (calendar)	8th Business Day following each quarter
Specific Customer Reports - As requested including but not limited to: (a) Sales report; (b) Back order; (c) Delivery report; Customers may require other reporting. The Supplier will work with Customers to develop reports that are relevant to Customer’s needs including customized reporting, as required. The details of such reports will be set out in each CSA.	As requested	As requested
OECM Ad Hoc Reports - As requested and mutually agreed upon (e.g. Collaborative Spend)	As requested	As requested

Final reporting requirements will be determined during negotiations.

APPENDIX G – SUPPLIER’S PERFORMANCE MANAGEMENT SCORECARD

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

Supplier performance means that the Supplier meets or exceeds the performance requirements described below or as mutually agreed upon during negotiations and adheres to all the other contractual requirements.

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

- (a) On-time delivery of high-quality Products at the Master Agreement Rates or lower;
- (b) Customer satisfaction;
- (c) On-time Master Agreement activity reporting to OECEM;
- (d) On-time Cost Recovery Fee remittance; and,
- (e) Continuous improvement.

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

By providing the reports, OECEM is able to analyze and maintain the integrity of the Master 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 as poor performance and will reflect on the Suppliers Performance Management Scorecard.

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

- (a) The approval or rejection, in whole or in part, of the Supplier’s Rate refresh requests;
- (b) The approval or rejection of the Supplier’s request to add other related Products to the Master Agreement;
- (c) Master Agreement extensions; and,
- (d) Master 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	Performance Measurement	Performance Goal
Customer Satisfaction – Customer Satisfaction Survey	Semi-Annual	95% satisfaction level
Customer Issues – Number of Customer Complaints	Semi-Annual	Less than 2% of total Customer requests
Returns by Customer due to Supplier error	Quarterly	Less than 2% of total Customer orders per quarter

Customer Performance Measures		
Key Performance Indicator	Performance Measurement	Performance Goal
Resolution of warranty claims	Quarterly	90% less than 2 weeks
Account executive response time	Quarterly	98% within 1 Business Day
Average lead time for core Products	Quarterly	98% within 2 Business Days
Delivery error rate	Quarterly	98% accuracy
Aggregate % of On-time and In-full orders delivered	Quarterly	95% delivered on time and in full
Non-compliance with specific delivery requirements (e.g. Chemicals)	Quarterly	No more than one (1) issue per quarter

OECM Performance Measures		
Key Performance Indicator	Performance Measurement	Performance Goal
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 KPIs with the Supplier.

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

A Customer may, when executing a CSA, seek other KPIs.

APPENDIX H – SUPPLIER’S CODE OF CONDUCT

The Supplier will take every measure to comply with OECEM’s Supplier Code of Conduct (“SCC”) principles set out below and to adopt behaviours and practices that are in alignment with these principles or those of OECEM’s Customers as mutually agreed upon between the Customer and Supplier. OECEM’s core values are in alignment with and entrenched within the key principles of the SCC. The SCC applies to the Supplier’s owners, employees, agents, partners and subcontractors who provide Products to OECEM and/or Customers.

The Supplier will manage their operations according to the most stringent standards of ethical business, integrity and equity. The Supplier must therefore:

- (a) Refrain from engaging in any form of non-competitive or corrupt practice, including collusion, unethical bidding practices, extortion, bribery and fraud;
- (b) Ensure that responsible business practices are used, including ensuring that business continuity and disaster recovery plans are developed, maintained and tested in accordance with applicable regulatory, contractual and service level requirements, and that healthy and safe workplaces that comply with relevant health and safety laws are provided;
- (c) Ensure the protection of the confidential and personal information they receive from OECEM, and only use this information as part of their business relations with OECEM;
- (d) Comply with intellectual property rights relating to the Products provided to OECEM and its Customers;
- (e) Never place an OECEM employee in a situation that could compromise his/her ethical behaviour or integrity or create a conflict of interest;
- (f) Divulge all actual and potential conflicts of interest to OECEM; and,
- (g) Disclose to OECEM any behaviour deemed unethical on the part of an OECEM employee.

Also, the Supplier shall:

- (a) Comply with all foreign and domestic applicable federal/provincial/municipal laws and regulations including, but not limited to the environment, health and safety, labour and employment, human rights and product safety and anti-corruption laws, trade agreements, conventions, standards, and guidelines, where the Products are provided to OECEM Customers. Fair competition is to be practised in accordance with applicable laws. All business activities and commercial decisions that restrict competition or may be deemed to be uncompetitive are to be avoided;
- (b) Not try to gain improper advantage or engage in preferential treatment with OECEM employees and Customers. The Supplier must avoid situations that may adversely influence their business relationship with OECEM or can be directly or indirectly perceived as a conflict of interest and interfere with the provision of the Products to OECEM or its Customers. The Supplier must disclose any actual or potential conflicts of interest promptly to OECEM;
- (c) Never offer to OECEM staff bribes, payments, gifts of entertainment or any type of transactions, inducements, services, discounts and/or benefits that may compromise or appear to compromise an OECEM’s employees’ ability to make business decisions in the best interest of OECEM and its Customers. If a Supplier is unsure whether a gift or entertainment offer to an OECEM employee complies with OECEM’s SCC, the Supplier should consult with the intended recipient’s manager;
- (d) Not engage in any improper conduct to gain influence or competitive advantage especially that which would put OECEM or its Customers at risk of violating anti-bribery and/or anti-corruption laws. The Supplier must ensure that the requirements of all these applicable laws are met, and not engage in any form of corrupt practices including extortion, fraud or bribery;
- (e) Ensure that any outsourcing and/or subcontracting used to fulfill Products are identified and approved by the Customer and monitored to ensure compliancy with contractual obligations and adherence to OECEM’s SCC. Supplier’s employees, subcontractors and other service providers must adhere to the requirements of the SCC, which must be made available as necessary. The Supplier must also ensure that its subcontractors and other service providers are paid properly and promptly to avoid any disruption in the provision of Products by the Supplier to OECEM or its Customers;

- (f) Maintain workplace professionalism and respect for the dignity of all employees, Customers, and individuals. The Supplier must never exercise, tolerate or condone harassment, discrimination, violence, retaliation and any other inappropriate behaviour;
- (g) Abide by applicable employment standards, labour, non-discrimination and human rights legislation. Where laws do not prohibit discrimination, or where they allow for differential treatment, the expectation of the Supplier is to be committed to non-discrimination principles and not to operate in an unfair manner. The Supplier must be able to demonstrate that their workplaces operate under the following principles:
 - i. Child labour is not accepted;
 - ii. Discrimination and harassment are prohibited, including discrimination or harassment based on any characteristic protected by law;
 - iii. Employees are free to raise concerns and speak up without fear of reprisal;
 - iv. Appropriate and reasonable background screenings, including investigations for prior criminal activity, have been completed to ensure integrity and character of the Supplier's employees; and,
 - v. Clear and uniformly applied employment standards are used that meet or exceed legal and regulatory requirements;
- (h) Provide healthy and safe workplaces for their employees. These workplaces must comply with applicable health and safety laws, statutes and regulations to ensure a safe and healthy work environment. Employers must also ensure that their employees are properly trained and that they have easy access to information and instructions pertaining to health and safety practices; and,
- (i) Give high priority to environmental issues and implement initiatives to foster sound environmental management through practices that prevent pollution and preserve resources. The Supplier must conduct business in an environmentally responsible and sustainable manner. The Supplier must comply with all applicable environmental laws, statutes and regulations, including, but not limited to, waste disposal (proper handling of toxic and hazardous waste), air emissions and pollution, to ensure that they meet all legal requirements and strive to prevent or mitigate adverse effects on the environment with a long-term objective of continual improvement.

The Supplier is expected to:

- (a) Abide by OECM's SCC;
- (b) Report violations of the SCC or identify any Customer requests that might constitute violations; and,
- (c) Cooperate and collaborate with OECM and bring about the resolution of SCC compliance issues.

Compliance with SCC principles is a criterion that is taken into consideration in OECM's supplier selection process and ongoing performance and relationship management.

The practices adopted by the Supplier must be verifiable. Such verification may be conducted by way of a Supplier's self-evaluation and/or an audit completed by OECM at its discretion. The Supplier must provide, upon request, OECM with documents attesting to their compliance with the SCC.

In addition, OECM may elect to visit the Suppliers' facilities if OECM so chooses. Appropriate notice will be provided to the Supplier. Whenever a situation of non-compliance is identified, OECM will endeavor to work with the Supplier in order to develop a corrective plan to resolve the non-compliant issues in a timely manner.

Failure to comply with OECM's SCC may result in termination of this Master Agreement.

For more information, visit OECM's website at <https://oecm.ca/oecm-advantage/our-Supplier-partners/Supplier-code-of-conduct>.