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## OFFICE SUPPLIES & FINE COPY PAPER

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### REQUEST FOR TENDERS NUMBER 2021-394

**Request for Tenders Issued On:** October 18, 2021

**Bidder's Information & OTP Demonstration Session:** 2:00 pm on October 21, 2021

**Revised Bidder's Deadline to Submit Questions:** 5:00 pm on **October 28**, 2021

**Revised Bidder's Deadline to Submit Questions Related to  
Addenda & Question and Answer Documents:** 5:00 pm on **November 8**, 2021

**Revised Closing Date:** 2:00:00 pm on **November 25**, 2021 local time in Toronto, Ontario, Canada

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

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

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## PART 1 – INTRODUCTION

This non-binding Request for Tenders (“RFT”) is an invitation to obtain Tenders from qualified Bidders for Office Supplies & Fine Copy Paper as described in Part 2 – The Deliverables and Part 4 – Master Agreement Structure and Management.

There are two (2) Category of Products in this RFT:

- (a) Category A – Office Supplies; and,
- (b) Category B – Fine Copy Paper.

Bidders may submit a proposal for one (1) or two (2) of the categories. Each Category will be evaluated, scored, and awarded independently.

OECM intends to award up to three (3) Master Agreements for each Category, with an initial Term of the Master Agreement (“Term”) of four (4) years with an option in favor of OECM to extend the Term on the same terms and conditions for up to two (2) additional periods of up to two (2) years each.

This RFT is issued by OECM.

### 1.1 Objective of this RFT

The objective of this RFT includes, but is not limited to:

- (a) Provide new, high-quality Products;
- (b) Receiving Products on planned or urgent and immediate basis;
- (c) Provide OECM Customers the ability to purchase Products to satisfy their requirements;
- (d) Reduce the costs of associated competitive procurement processes on an ongoing basis (i.e., fewer competitive procurement documents issued by Customers);
- (e) Provide high-quality Office supplies and Fine copy paper to Customers;
- (f) Be capable of providing quality Products in a timely manner, demonstrating value for money;
- (g) Provide Customers with professional and responsive Customer support and account management; and,
- (h) Work in a cooperative manner with Customers, are flexible, and innovative in providing quality Products.

### 1.2 OEM and Reseller/Dealer Status

The Bidder must be an OEM or an authorized reseller for the proposed OEM Products.

If the Bidder is an Authorized Reseller the Bidder must upload a letter issued and signed by the OEM substantiating the Bidder’s accreditation and good standing.

During the Term, if the Supplier is a reseller, it must maintain OEM authorized reseller status and provide proof of its status upon OECM’s request. The Supplier must advise OECM of any changes to its reseller status within thirty (30) days of such change.

### 1.3 Project Background

OECM issued a request for proposal in April 2014 and November 2018 for Office Supplies and Fine Copy Paper Agreement respectively and awarded two (2) suppliers each that expire/expires on August 31, 2022 & April 9, 2022(extendable for one (1) additional year), respectively.

### 1.3.1 Office Supplies

There are currently three-hundred and ninety-five (395) unique customers using the existing OECM Office Supplies agreement:

- (a) Fifty-six (56) School Boards;
- (b) Twenty (20) Colleges;
- (c) Nineteen (19) Universities; and,
- (d) Three hundred (300) other Broader Public Sector (“BPS”) organizations.

Approximate purchases through the existing agreement from September 2014 to July 31, 2021, are approximately one hundred and eighty-nine million dollars (\$189,000,000).

### 1.3.2 Fine Copy Paper

There are currently three-hundred twenty-eight (328) unique customers using the existing OECM Office Supplies agreement:

- (a) Fifty (50) School Boards;
- (b) Seventeen (17) Colleges;
- (c) Nineteen (19) Universities; and,
- (d) Two hundred and forty-seven (247) other Broader Public Sector (“BPS”) organizations.

Approximate purchases through the existing agreement from June 2019 to July 31, 2021, are approximately fourteen million dollars (\$14,000,000).

Customers using OECM’s current agreement are not, in any way, obligated to participate in any Master Agreement resulting from this RFT.

## 1.4 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:

- (a) Actively sourcing products and services in an open, fair, transparent and competitive manner, compliant with BPS Procurement Directive and applicable trade agreements;
- (b) Establishing, promoting and managing product and service agreements used throughout its Customer community;
- (c) Supporting Customers’ access and use of OECM agreements through analysis, reporting and the development of tools, guides, and other materials;
- (d) Effectively managing supplier contract performance while harnessing expertise and innovative ideas, to drive continuous improvements through a Supplier Relationship Management program;
- (e) 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; and,
- (f) Supporting supplier partners through a Supplier Recognition Program.

## 1.5 Use of OECM Master Agreements

As of August 25, 2021, one thousand one hundred and one (1101) Customers were using one (1) or more OECM agreements with a cumulative spend of more than two (2) billion dollars over the last twelve (12) years.

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

## 1.6 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.mqs.gov.on.ca/mbs/psb/psb.nsf/English/bps-procurementdirective>.

## 1.7 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 RFT. For more information, refer to the Section 5.6.11.

## 1.8 Rules of Interpretation

This RFT 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 RFT 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 RFT, 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 RFT:
  - 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 RFT describes the Deliverables, per Category which will be incorporated into the final Master Agreement.

OECM requires that the Bidder has a clear and comprehensive understanding of the RFT requirements (i.e., Part 2 – The Deliverables and Part 4 – Master Agreement Structure and Management). The Bidder will be required to indicate their agreement accordingly in the Form of Offer in the Qualification Envelope on OTP.

The Supplier shall provide **all** requirements as described in the Deliverables.

### 2.1 Product Categories

There are two (2) Categories of Products in this RFT:

- (a) Category A – Office Supplies; and,
- (b) Category B – Fine Copy Paper.

Bidders may submit a proposal for one (1) or two (2) of the categories. Each Category will be evaluated, scored, and awarded independently.

Requirements applicable to the specific Categories are set out in the RFT Sections as per the table below:

Category	RFT Section per Category
Category A – Office Supplies	RFT Section 2.2 to 2.2.9
Category B – Fine Copy Paper	RFT Section 2.3 to 2.3.12

RFT Sections from 2.4 to 2.16 apply to both Categories A and B.

### 2.2 Category A - Office Supplies

#### 2.2.1 Description of Deliverables

The Supplier shall provide a broad range of quality Core and Non-Core Products as stated in sections 2.2.2 and 2.2.3 respectively, to meet the needs of Customers. Suppliers shall also::

- (a) Have experience in supply and delivery of proposed Products to organizations of similar size contemplated in this RFT;
- (b) Have knowledgeable resources to support the requirements of participating Customers;
- (c) Provide professional and timely customer service to questions and issues that arise from daily operations related to the Product supply and delivery;
- (d) Work in a cooperative manner with Customers, and be flexible, innovative, and creative as Customers undertake more electronic commerce and/or sustainability initiatives; and,
- (e) Ensure, if part of a consortium or dealer network, Deliverables are provided in exactly the same manner to Customers.

All Products shall be new and contain only new parts, shall not be refurbished, previously used, or remanufactured. The Supplier shall also ensure Products are built, tested and free from any defects prior to delivery to Customers.

During the Term of the Master Agreement, if mutually agreed upon by OECM and the Supplier, other Core and Non-Core Products and other Sub-Categories within scope of the RFT as they become



available may be added to the Master Agreement to align with Customer needs. Master Agreements shall be amended accordingly, if necessary.

## **2.2.2 Core Products**

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

The core Product list may be adjusted as set out in Section 4.2.3, to reflect Customers' demand more accurately.

Appendix C – Commercial Response sets out the list of core Products. It is not, however, in any way, an exhaustive listing of all Products required by Customers from the Agreement resulting from this RFT.

The sub-categories of the core products include, but not limited to:

### **(a) Office Products:**

- i. Accounting and Business Forms;
- ii. Adhesives and Fasteners';
- iii. Binders, Report Covers and Presentation Folders;
- iv. Desk Accessories;
- v. Filing;
- vi. Labels;
- vii. Notebooks;
- viii. Self-Adhesive Notes and Flags;
- ix. Office Machines; and,
- x. Writing Instruments;

### **(b) Facility Supplies:**

- i. Coffee, Tea and Supplies;
- ii. First Aid and Safety;
- iii. Facial Tissue;
- iv. Small Appliances;
- v. Waste Receptacles; and,
- vi. Air Purifiers.

### **(c) Computer Supplies:**

- i. Cables;
- ii. Computer Mice and Keyboards;
- iii. Media Storage and USB Keys;
- iv. Power; and,
- v. Privacy & Anti-Glare Filters.

**(d) Furniture:**

- i. Chairs;
- ii. Chair mats;
- iii. Keyboard Manager and Monitor Arms;
- iv. Multi-purpose tables; and,
- v. Filing and Storage.

**(e) PPE/Office Sanitization**

- i. Hand Sanitizer;
- ii. Face Mask;
- iii. Thermometer; and,
- iv. Gloves;

**2.2.3 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 of the Agreement, regardless of if they are included in the Supplier's published standard catalogue (e.g. typically published annually) or not.

Appendix C – Commercial Response sets out the list of non-core Products. It is not, however, in any way, an exhaustive listing of all Products required by Customers from the Agreement resulting from this RFT.

The sub-categories of the non- core products include, but not limited to:

**(a) All sub-categories outlined under 2.2.2 Core Products; and,**

**(b) Science, Technology, Engineering, Arts and Mathematics (“STEAM”) Products but not limited to:**

- i. Educational Robots;
- ii. 3D Printers;
- iii. Experimental STEM Kits;
- iv. Arts and Craft Supplies;
- v. Early Childhood/Preschool;
- vi. Instructional Materials, Teachers' Resources, and Class Supplies; and,
- vii. Others (e.g.,, School Subjects).

**2.2.4 Brand Name Products**

Brand Name Products refer to branded Products marketed by manufacturers (e.g., Post-it®, Sharpie).

**2.2.5 House Brand Products**

House brand Products refer to a proprietary brand of Products sold by the Supplier and often bearing the name of the Supplier. House Brand is alternatively known as private label.

For the purpose of this RFT, for all house brand products, Suppliers shall bid technically equivalent products that are similar in quality, form and function as per the product descriptions provided.

### **2.2.6 Minimum Order**

There is no minimum order requirement, OECM does however encourage Customers to place orders with a minimum value of fifty dollars (\$50).

### **2.2.7 Category Specific Product Delivery**

Customers require various types of delivery from desk-top to central delivery. Delivery charges of any kind shall not be accepted or paid. Customers may have more than one (1) delivery location within one (1) delivery address.

### **2.2.8 Delivery Lead Times**

Supplier shall provide the following lead time to Customers:

- (a) Next Business Day delivery for all OECM Zones as per appendix D – OECM Geographical Zones for orders received by 4:00 pm, local time zone;
- (b) Twenty-four (24) to Forty-eight (48) hours delivery options for rural areas where a city/town is with a medium to low concentration of business; and
- (c) 2 days or greater for delivery for remote area where an area is with low concentration of business and is a greater distance from its customer fulfilment centre.

Expedited orders or emergency same day orders available to local area deliveries and are required to be placed by phone to ensure prompt order fulfillment. Emergency delivery can be arranged by contacting your Account Management Team or Customer Service who would flag the order as "RUSH" within our system. The OECM Customer shall then be provided with an order confirmation and estimated time of arrival. For expedited or emergency same day orders received by 12:00 pm, these orders shall be delivered by one of the Supplier's reliable local couriers within four (4) hours of receiving the order. A nominal service charge may apply for emergency orders.

The Supplier and Customers may mutually agree upon other lead times and/or terms which are mutually beneficial to both parties. These terms may include blanket purchase orders with scheduled release dates, bulk or large orders for the academic year or special delivery requirements (e.g. specific hours).

### **2.2.9 Environmental Certifications**

Supplier shall provide any applicable environmental certifications throughout the Term of the agreement, if requested by OECM and the Customers.

## **2.3 Category B-Fine Copy Paper**

### **2.3.1 Description of Deliverables**

The Supplier shall provide the Products to meet the needs of the Customers include, but not limited to, the following specifications:

### **2.3.2 Product Specification**

The Supplier must be able to supply virgin and recycled white and coloured copy paper Products. The coloured copy paper should include, at a minimum, the following colours listed (the exact or equivalent shade) but not limited to:

- (a) Assorted colours;
- (b) Black;
- (c) Blue;
- (d) Buff;
- (e) Canary;

- (f) Cherry;
- (g) Cream;
- (h) Fuchsia;
- (i) Gold;
- (j) Green;
- (k) Grey;
- (l) Ivory;
- (m) Lilac;
- (n) Orange;
- (o) Pink;
- (p) Purple;
- (q) Red;
- (r) Salmon;
- (s) Tan;
- (t) Teal;
- (u) White; and,
- (v) Yellow.

From time to time, Customers may request coloured Products in rainbow cartons (i.e. two (2) reams of blue, two (2) of yellow and one each of green, pink, ivory, grey, gold, and buff) and the Supplier shall be able to supply those.

### **2.3.3 Product Description:**

The Supplier shall provide booklets of sample swatches for all Products offered to Customers, at no extra charge to Customers (including no charge for delivery).

The Products shall at a minimum be:

- (a) New and certified by the Bidder;
- (b) Recycled and certified by the Bidder;
- (c) Free of encumbrance;
- (d) Acid-Free Paper; and,
- (e) Meets one (1) or more of the following certifications:
  - i. Sustainable Forestry Initiative (“SFI”);
  - ii. Forest Stewardship Council (“FSC”);
  - iii. The Programme for the Endorsement of Forest Certification schemes (“PEFC”);
  - iv. The Canadian Standards Association (“CSA”) sustainable forest management standard; and/or,
  - v. Environment\_Canada’s EcoLogo Environmental choice Program.

The Supplier shall provide the following Paper types from 20lb up to 200lb as per standard industry specifications but not limited to:

- (a) Bond;
- (b) Cover Stock;
- (c) Index;
- (d) Newsprint;
- (e) Paper Roll; and,
- (f) Text.

#### **2.3.4 Core Products**

Core Products are the high usage Fine Copy Paper Products commonly used by OEM Customers.

The core products include but not limited to:

- (a) 8.5-inch X 14-inch 20LB White & Colour;
- (b) 11-inch X 17-inch 20LB/24LB/90LB White & Colour; and,
- (c) 8.5-inch X 11-inch 20LB/24LB/28LB/32LB/65LB/67LB/90LB/110LB White & Colour.

Appendix C – Commercial Response sets out the list of Core Products. It is not, however, in any way, an exhaustive listing of all Products required by Customers from any Agreement resulting from this RFT.

Customers may also require Customer specific Core Product lists; the Bidder shall create and maintain such a list as requested.

Products may be added to the Core Product List should OEM or the Customer, in the case of a Customer specific Core Product list, determine after an annual review that the Product is being used at a frequency that warrants inclusion on the Core list. This shall be aligned with the Optional Product Refresh as outlined in Section 4.2.3

#### **2.3.5 Non-Core Products**

Non-Core Products are Fine Copy Paper products in addition to the Core Products that a Customer would purchase from the Bidder during the Term of the Agreement, regardless if they are included in the Supplier's published standard catalogue (e.g. typically published annually) or not.

The non-core products include but not limited to all other Copy Paper Products.

#### **2.3.6 Product Compatibility and Performance Requirements**

Customers have printing and or copier equipment from various Original Equipment Manufacturers ("OEM"). The Products should be of a quality that is compatible with and operates effectively on a wide range of multi-function devices, high-speed copiers, printers, including electrostatic laser printers, and offset print equipment, with no more than one paper-related jam or one document with unacceptable image quality due to the quality of the paper per five thousand (5,000) copies.

The Product must lie flat with no tendency to curl either before or after processing through multi-function devices, high-speed copiers, printers, including electrostatic laser printers, or offset print equipment.

The Product must be furnished in the size(s) ordered and must be trimmed square on all sides with clean and smooth edges. Successive sheets within any package must not differ from each other by more than one (1) mm.

### **2.3.7 Product Testing**

Prior to a Customer-Supplier Agreement (“CSA”) execution, and during the Term of the Agreement, Customers may request Product samples for testing and evaluation to ensure Products meet the Customers’ requirements and are suitable for their purpose, including coloured paper Products required for colour comparisons. Product samples may also be required when evaluating new Products, substitutions, or alternatives. These Product samples shall be provided to Customers, shipping included, at no cost.

Individual Customers may have different Products testing processes and procedures and the Bidder shall be prepared to accommodate the different processes.

At the end of the evaluation, Customers are under no obligation to purchase these Product samples. Customers may, however, choose to purchase the Product samples at a Rate that is mutually agreed upon between Customer and the Supplier.

### **2.3.8 Environmental Considerations**

The Supplier’s environmental performance during the Term of the Agreement includes, but is not limited to, the following:

- (a) Environmental activities the Bidder participates in (e.g. fair trade practices, recycled content, carbon footprint reduction);
- (b) The Supplier’s communication strategies to use with Customers that will reinforce sustainability;
- (c) Applicable quality assurance program certificates the Bidder possesses (e.g. ISO 14001 or equivalent);
- (d) Environmental initiatives and associated implementation timelines, as applicable;
- (e) Relevant social responsibility plan and/or initiatives with implementation timelines, as applicable; and,
- (f) Any environmental considerations such as increased energy savings, greenhouse gas reductions and donation programs.

### **2.3.9 Environmental Certification**

The fine copy paper Products and the manufacturer(s) must be certified in at least one of the following environmental certification programs that includes a sustainable forestry standard:

- (a) Sustainable Forestry Initiative (SFI) - <http://www.forests.org>;
- (b) Forest Stewardship Council (FSC) - <https://ca.fsc.org/en-ca>;
- (c) The Programme for the Endorsement of Forest Certification schemes (PEFC) - <http://www.pefccanada.org>; and,
- (d) The Canadian Standards Association (CSA) sustainable forest management standard - <http://www.csasfmforests.ca>; or,
- (e) Environment Canada’s EcoLogo/Environmental choice Program.

Bidders shall submit at least one of the above environmental certifications before agreement execution and shall provide any of the environmental certifications throughout the Term of the agreement, if requested by OEMC and the Customers.

### **2.3.10 Minimum Order**

The minimum order from a Customer shall be either fifty dollars (\$50) or five (5) cartons, whichever is lower.

In the event a Customer is placing an order for less the minimum order, the Bidder may apply an additional charge that is agreed to by the Customer and Bidder in advance of shipping.

The Supplier must allow Customers the flexibility to mix and match different paper Products in order to reach the volume requirement for pallet Rates and truckload Rates.

### 2.3.11 Category Specific Product Delivery

Customers may request Desktop Delivery (e.g. five (5) cartons to less than a pallet); the Bidder should be capable of handling Desktop Delivery and may apply an additional charge which shall be covered in Appendix C – Commercial Response, and communicated with Customers at the time of order placement. Customers must advise the Bidder of the preferred delivery method when placing the order.

### 2.3.12 Delivery Lead Times

For Core items, Product delivery lead times after the Supplier receives the Customer's formal order shall be as provided in the table below:

OECM Zone	Lead Time
Central	Less than twenty-four (24) hours
East	Less than twenty-four (24) hours
North-East	Between twenty-four (24) hours and forty-eight (48) hours
North-West	Between twenty-four (24) hours and forty-eight (48) hours
West	Less than twenty-four (24) hours

For non-Core items, larger than normal orders, or orders with special delivery requirements, the Supplier and Customer shall agree upon the lead time and other delivery terms that are mutually beneficial to both parties.

These terms may include blanket purchase orders with scheduled release dates, desktop, bulk or large orders requiring the coordination of freight forwarders or special delivery requirements (e.g. specific hours).

The delivery mode (e.g. pallet/skid) is to be discussed and mutually agreed between the Customer and Supplier and incorporated in the Customer-Supplier Agreement ("CSA").

## 2.4 General Delivery

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

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

The Supplier shall consolidate, where possible, multiple orders by delivery address, provided the delivery is made within allowable lead time. When shipping multiple orders to the same delivery address, the Supplier shall package, label and deliver orders separately.

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

OECM understands that there may be extenuating circumstances (i.e. supply shortages), which must be communicated

immediately to the Customer and mutually agreed upon for alternative delivery lead time.

Products shall 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 and shipped, back ordered Products and quantities, if any).

The Customer and Supplier may agree to other delivery terms (e.g., in order for the Supplier to reduce its environmental footprint, or to satisfy the Customers schedule).

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

Customers may have various delivery windows. Customers will advise the Supplier when placing the order what the delivery windows are. The Delivery time shall be at a mutually agreed upon time within the delivery window.

Customers and or organizations/persons authorized by the Customers may also choose to pick up Products from the Supplier's location. The pickup entity shall handover a proof of authorization to the Supplier.

Suppliers shall adhere to any COVID-19 protocols and or policies of Customers at all times if requested.

## **2.5 Product Warranty**

The Supplier shall warrant purchased Products from the date of receipt at Customer's location for a minimum of one (1) year against, but not limited to the following conditions:

- (a) Faulty material; and,
- (b) Manufacturing defects.

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

## **2.6 Order Management**

### **2.6.1 Product Lists**

The Supplier shall provide the following Product lists to Customers as required:

- (a) Core Product list with details and images, in printed and/or electronic format;
- (b) An electronic list of all Products in its published standard catalogue, except for those listed on the core Product list, with details; and
- (c) Standard printed published catalogue.

French Product list shall be provided as required by either Customers or OEMC on behalf of the Customers.

### **2.6.2 Product Ordering**

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

- (a) Electronic Data Interchange ("EDI");
- (b) Email;
- (c) Fax;
- (d) Supplier's online ordering process.
- (e) Toll free phone; and/or,
- (f) Via purchase order through the Customer's system;



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.

### **2.6.3 Product Samples**

During the Term of the Agreement, Customers may request Product samples (e.g., office machines) 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 cost. At the end of the evaluation, Customers are under no obligation to purchase these samples. Customers may, however, choose to purchase the samples at discounted Rates or the samples will be returned at the Supplier's cost.

### **2.6.4 Online Ordering**

Customers may choose to use the Bidder's website to place orders. At a minimum, the website shall:

- (a) Be secure and user friendly;
- (b) Allow generic or individual user login ID and password;
- (c) Provide a customizable landing page for an individual Customer;
- (d) Contain Product offerings specifically for an individual Customer (e.g. unapproved Products shall be blocked from access as requested);
- (e) Feature search function to allow easy Product lookup by description, manufacturer and Product code;
- (f) Contain real time inventory information; back ordered Products and expected shipping time shall be clearly marked at time of order check out; an option to cancel the back ordered Products shall be also provided at time of order check out;
- (g) Suggest economic alternatives and/or green Products as available; and,
- (h) Provide information related to website maintenance, warehouse closing and other situations where orders will be impacted.

### **2.6.5 Electronic Commerce**

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

### **2.6.6 Order Acknowledgement**

The Supplier shall acknowledge the receipt of an order by Customer immediately or within one (1) Business Day. The Supplier shall include in this acknowledgement, any Product ordered that cannot be fulfilled (e.g. back orders).

The Customer, at its sole discretion may:

- (a) Cancel some or the entire 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 and/or Service availability.

### **2.6.7 Order Changes and/or Cancellation**

The Supplier shall accept new orders, order changes and/or cancellation as may be required based on Customer's requirements, at no additional cost to the Customer. For Products already shipped,

the Supplier shall provide support for order change and cancellation policies and any specific expectations may be at an additional cost as agreed to by the Customer and the Supplier at the time of placing the order.

#### **2.6.8 Coordinating Bulk Purchases**

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 Sections 2.2.8, 2.3.12 & 2.4. 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.

#### **2.6.9 Back Orders**

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

The Supplier should consider the peak ordering periods and ensure sufficient inventory to minimize back orders.

The Supplier should ensure sufficient inventory on the core Products and associated quantities, to minimize back orders.

The Supplier should ensure Product return processes are clear, concise, convenient, fast, cost free and flexible for the Customers.

#### **2.6.10 Product Substitution**

The Supplier shall only substitute Products with approval from Customer's designated personnel.

#### **2.6.11 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 be responsible for all shipping costs related to the return and replacement (e.g., immediately if required by Customer for an imminently scheduled ceremony/event) of any damaged or defective Products from the Customer's location. Customers will not be responsible for any additional costs (e.g., re-stocking fees) due to damaged or defective Products received.

#### **2.6.12 Returns**

The Supplier shall accept all 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.

#### **2.6.13 Recalls**

The Supplier shall ensure that Products meet current safety standards and regulations and shall advise OEMC 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 immediately report recalled Products to OEMC and Customers advising applicable details (e.g., model number, serial number). Supplier shall comply with the requirements of any

Applicable Law in respect to recalled Products and repair or replace the Product at no additional cost to Customer.

#### **2.6.14 Discontinued Products**

The Supplier shall not arbitrarily discontinue Products and shall provide the Customer with sufficient notice (e.g., within sixty (60) days) prior to discontinuation and the Supplier shall provide the manufacturer's supporting letter to OEMC

Further, the Supplier shall ensure that in the event a Product becomes unavailable, and a replacement is proposed, the replacement Product shall have equal or greater functional capabilities/specifications than those of the retiring Product at a similar Rate.

### **2.7 Invoicing**

Flexibility in invoicing processes is required. The Customer and Supplier can mutually agree to invoicing details when executing a CSA.

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

The Supplier shall submit to Customer a consolidated monthly invoice after Products have been received at the Customer's location. The consolidated monthly invoices shall be in either paper or electronic format, as detailed in the Customer's CSA. The invoice shall be itemized and contain, at a minimum, the following information:

- (a) Invoice number;
- (b) Customer's organization;
- (c) Full name of the person who placed orders, if applicable;
- (d) Delivery address;
- (e) Customer's purchase order number, if applicable;
- (f) Order date;
- (g) Cost centre number, general ledger number if applicable;
- (h) Customer's Product number, and ERP (e.g., SAP) number if applicable; and
- (i) Product description, catalogue number, unit of measure, quantity ordered and shipped, price and extended total.

#### **2.7.1 Payment Terms and Methods**

The Customer's 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.

### **2.7.2 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 include, 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.

### **2.8 Support to Customers**

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

- (a) Providing a responsive account executive (with applicable back-up) assigned to the Customer to support their needs by providing day-to-day and ongoing administrative support, and operational support;
- (b) Managing issue resolution in a timely manner;
- (c) Complying with agreed upon escalation processes to resolve outstanding issues;
- (d) Responding to Customer's inquiries (e.g. to day-to-day activities) within one (1) Business Day;
- (e) Ensuring minimal disruption to the Customer;
- (f) Providing easy access to the Supplier (e.g. online, toll free telephone number, email, voicemail, chat or fax);
- (g) Providing training/demonstrations, knowledge transfer, and no-cost educational events (e.g. webinars), if available;
- (h) Establishing an ongoing communications program with the Customer (e.g. new initiatives, innovation, sustainability);
- (i) Adhering to the Customer's confidentiality and privacy policies (e.g. related to student's private information);
- (j) Providing written notice to Customers on any scheduled shut down that would impact services (e.g. inventory count, relocation of warehouse, website maintenance);
- (k) Provide Customer reporting; and,
- (l) Attending meetings with Customers, as requested.

### **2.9 Transition**

The Supplier should, at no additional cost, provide Customer's transition support (e.g. setting up a Supplier's account from the Customer's current agreement/purchasing arrangement) with minimal service disruption.

The Supplier shall provide support to ensure seamless transition to and from a different vendor (e.g. setting up accounts) with no service interruption and at no additional cost to Customers. The Supplier shall provide implementation and training plans to the Customer for approval prior to the implementation as required.

### **2.10 Financial Incentive to Customers**

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

- (a) Increased online ordering including electronic commerce;

- (b) Use of Purchasing Card (“P-Card”) for immediate payment;
- (c) Early payment discount for Customers;
- (d) Trade in of old equipment;
- (e) Higher volumes; and,
- (f) Overall growth.

In consultation with OEMC, 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 OEMC as part of the sales reporting.

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

## **2.11 Environmental and Sustainability Considerations**

OEMC 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 OEMC, make any environmentally friendly processes, Products, new technologies and/or green initiatives, related to the RFT Deliverables, available to Customers as required.

## **2.12 Social Procurement**

OEMC and its Customers are committed to social procurement. The Supplier should keep OEMC and Customers informed about social procurement processes.

## **2.13 Disaster Recovery and Business Continuity**

The Supplier shall possess and provide to OEMC 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 and Service availability critical to Customers.

## **2.14 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 Tender or in the Master Agreement, neither acceptance of the Tender 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.

## **2.15 Workplace Hazardous Material Information System**

The Supplier shall ensure Workplace Hazardous Materials Information System (“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 SDSs. 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 update.

## **2.16 Electrical Requirements**

The Supplier shall ensure electrical Products are 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 Products at Customer's facilities.

[End of Part 2]

## PART 3 – EVALUATION OF TENDERS

### 3.1 Stages of Tender Evaluation

OECD will conduct the evaluation of Tenders in the following stages:

Stage	Type of Evaluation	Refer to RFT Section	Scoring Methodology and Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	3.2	Pass/Fail	Pass
Stage II	Commercial Response – Category A	3.3	300	Not Applicable
Stage II	Commercial Response – Category B	3.3	150	Not Applicable
Stage III	Tie Break Process	3.4	No Point Allocation	Not Applicable
Stage IV	Negotiations	3.5	No Point Allocation	Not Applicable
Stage V	Master Agreement Finalization	3.6	No Point Allocation	Not Applicable

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

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

The Bidder **must** complete and submit the following information/forms attesting to their qualification, demonstrating their capabilities for fulfilling the Deliverables to proceed to the next stage of evaluation.

Information includes, but is not limited to:

Title	OTP Envelope
Form of Offer	Qualification
Compliance with Form of Master Agreement	Qualification
Commercial Response (in Microsoft Excel format only)	Commercial

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

### 3.3 Stage II – Commercial Response Category

The Bidder **must** complete and upload Appendix C – Commercial Response into the OTP Commercial Envelop for each Category being proposed.

Upon the completion of Stage I of the evaluation, the Commercial Response will be opened for all Eligible Tenders, for all Categories. Each Category will be evaluated separately.

Category point allocations for the Commercial Responses are as follows:

Commercial Response Sections	Available Points per Category
- Category A – Office Supplies	300
- Category B – Fine Copy Paper	150

**3.3.1 Category A - Office Supplies**

Pricing Components for Category A-Office Supplies	Available Points
1. Core Products <ul style="list-style-type: none"> <li>- Computer Supplies</li> <li>- Facility Supplies</li> <li>- Furniture</li> <li>- Office Supplies</li> <li>- PPE/Office Sanitization</li> </ul>	300
2. Non-core & STEAM Products	0
<b>TOTAL POINTS FOR PRICING:</b>	<b>300 points</b>

**3.3.2 Category B - Fine Copy Paper**

Pricing Components for Category B-Fine Copy Paper	Available Points
1. Core Products	140
2. None-Core Products	10
<b>TOTAL POINTS FOR PRICING:</b>	<b>150 points</b>

Sub-point allocations are also set out in Appendix C – Commercial Response on OTP for each category.

**3.3.3 Pricing Evaluation**

The evaluation and scoring of the pricing will occur in the following three (3) Steps:

- (a) Step 1 – evaluation and scoring proposed Rates for core Products for Category A – Office Supplies and Category B – Fine Copy Paper;
- (b) Step 2 – evaluation and scoring proposed Rates for non-core Products only for Category B – Fine Copy Paper; and
- (c) Step 3 – total of the above two (2) steps.

**i. Step 1 - Evaluation and scoring proposed Rates for core Products**

Each core Product will be evaluated and scored using a relative formula (i.e. by dividing that bidder’s rate into the lowest rate bid) for proposed Rates on the Commercial Response Form.

All Rates shall be evaluated based on the smallest common unit. For example, Rate for a box of twelve (12) pens shall be evaluated by the Rate for each pen; Rate for a package of six (6) pads of Post-it® Notes shall be evaluated by the Rate for each pad.

The maximum net Rate for all proposed Products (Exact or Equivalent), per Category, will be the Rate evaluated and scored using a relative formula.

The table below illustrates how points will be calculated for proposed Rates for each core Product:



Step 1 - EXAMPLE OF PRICING EVALUATION OF NO. 1, LOGITECH USB HEADSET H390 - HEADSET - FULL SIZE		
Proposed Rates	Calculation	Resulting Points
If Bidder 1 proposes the lowest rate of \$1.00, that Bidder will receive 100% of the possible points.	$\$1.00 \div \$1.00 \times 0.8430$	0.8430
If Bidder 2 bids the second lowest rate of \$1.25 it will receive 80% of the possible points.	$\$1.00 \div \$1.25 \times 0.8430$	0.6744
If Bidder 3 bids the third lowest rate of \$2.00, it will receive 50% of the possible points.	$\$1.00 \div \$2.00 \times 0.8430$	0.4215

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 additional cost. Therefore, when evaluating and scoring the Rates, a tender specifying \$0.00 in a Rate cell in the Commercial Response shall receive the maximum point allocation for that particular product. The remaining tenders will be evaluated using a relative formula based on the remaining percentage of available points regardless of the tenders of \$0.00 Rate as per below example.

EXAMPLE – WHERE FIVE (5) TENDERS WERE RECEIVED WITH \$0.00 PROPOSED RATE		
Number of Tenders with a proposed Rate of \$0.00 for a particular Service	The number of remaining Tenders	The percentage (%) of the sub-point allocation for the remaining Tenders 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 Tender specifying N/A or not applicable, or left blank in Appendix C – Commercial Response will receive a zero (0) point allocation for that particular pricing cell or product.

For a particular product/SKU that is end of life ("EOL"), if N/A or not applicable is entered in a Commercial Response cell or a Commercial Response cell is left blank for the Product by "ALL" the Bidders, all the Bidders will be awarded the maximum point for that product/SKU.

The resulting scores for all core Products will be totaled for each Bidder. This process will be repeated for all Eligible Tenders.

- ii. **Step 2 - Evaluation and scoring of Non-Core Products only for Category B – Fine Copy Paper**

The Bidder's proposed minimum discount percentage off MSRP or Bidders Canadian list price for different manufactures will be averaged for each Product category and be evaluated and scored based on a relative formula.

The below is an example of how points will be calculated for proposed minimum discount percentage: (The allocated points for the category have been rounded for the simplicity of the example here.)

<b>EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR NON-CORE PRODUCTS, CATEGORY B – FINE COPY PAPER</b>		
<b>Proposed Rates</b>	<b>Calculation</b>	<b>Resulting Points</b>
If Bidder 1 proposes the highest averaged discount percentage Rate of 50% for <b>Fine Copy Paper</b> , it would receive 100% of the points allocated.	$50\% \div 50\% \times 10$ Points	10.0
If Bidder 2 proposes the second highest averaged discount percentage Rate of 25% for <b>Fine Copy Paper</b> , it would receive 50% of the points allocated.	$25\% \div 50\% \times 10$ Points	5.0
If Bidder 3 proposes the third highest averaged discount percentage Rate of 12.5% for <b>Fine Copy Paper</b> , it would receive 25% of the points allocated.	$12.5\% \div 50\% \times 10$ Points	2.5

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

iii. **Step 3 – Total pricing score**

At the end of step 2, the scores from step 1 and step 2 will be totaled for each Eligible Tender as follows:

<b>Step 3 - EXAMPLE OF TOTAL PRICING SCORE FOR CATEGORY A- OFFICE SUPPLIES</b>			
<b>Pricing Evaluation Step</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
Step 1 – evaluation and scoring of core Products:	290	250	180
<del>Step 2 – evaluation and scoring of non-core Products:</del>	<del>50</del>	<del>30</del>	<del>40</del>
<del>Step 3 – total of the above two (2) steps:</del>	<del>340</del>	<del>280</del>	<del>190</del>

In this example, Bidder 1 would be the highest scoring Bidder, Bidder 2 would be the second highest scoring and Bidder 3 would be the third highest scoring Bidder for Stage II, pricing.

<b>Step 3 - EXAMPLE OF TOTAL PRICING SCORE FOR CATEGORY B- FINE COPY PAPER</b>			
<b>Pricing Evaluation Step</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
Step 1 – evaluation and scoring of core Products:	130	120	110
Step 2 – evaluation and scoring of non-core Products:	8	9	7
<b>Step 3 – total of the above two (2) steps:</b>	<b>138</b>	<b>128</b>	<b>117</b>

In this example, Bidder 1 would be the highest scoring Bidder, Bidder 2 would be the second highest scoring and Bidder 3 would be the third highest scoring Bidder for Stage II, pricing.

The above steps will be done separately for Category A-Office Supplies and Category B-Fine Copy Paper respectively. **The Non-Core products will be evaluated only for Category B - Fine Copy Paper.**

**The Non-Core Products for Category A – Office Supplies will not be evaluated; however, the proposed Rates will form part of the resulting Master Agreement if Bidder is awarded. Bidders should insert the minimum discount percentage off MSRP or Bidders Canadian list price for different manufactures for Non-Core products in the Commercial Response document for Category A – Office Supplies.**

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

Reference checks will be performed to confirm or clarify information provided within the Tender. The reference checks themselves will not be scored, however, OECM may disqualify a Bidder related to the information obtained during the reference check.

### **3.4 Stage III – Tie Break Process**

At this stage, where two (2) or more of the highest scoring Eligible Tenders, per Category, achieve a tie score on completion of the Stage II, OECM may invite all Bidders to negotiations.

### **3.5 Stage IV– Negotiations**

Concurrent negotiations, with the Preferred Bidders, will be based on the RFT requirements, and the Tenders, 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 Bidder to verify, clarify or supplement the information provided in its Tender 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 Bidder fail to reach an agreement within the aforementioned timeframe, OECM may (a) request the Preferred Bidder to submit its Best and Final Offer; (b) terminate negotiations with that particular Preferred Bidder; (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 Bidders would be added to OECM's website at a later date.

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

### **3.6 Stage V – Master Agreement Finalization**

The Preferred Bidders, per Category, will be given three (3) Business Days to execute the Master Agreements, unless otherwise specified by OECM. Once the Master Agreement has been executed, Customers may execute a CSA and begin purchasing Products.

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

This Part of the RFT describes the Supplier's management requirements and will be incorporated into the final Master Agreement.

### 4.1 Master Agreement Structure

OECM may, through this RFT process, enter into Master Agreements with up to three (3) Suppliers per Category for the provision of the Products per Category.

The Term is intended to be for four (4) years, with an option in favour of OECM to extend the Term on the same terms and conditions for up to two (2) additional periods of up to two (2) years each. Performance as set out in Appendix G – Performance Management Scorecard and, if applicable, Supplier Recognition Program evaluation results will be considered when contemplating a Master Agreement extension

Customers participating in the Master Agreements will execute a CSA with one (1) or more Suppliers as attached in Appendix B – Form of Master Agreement. The Supplier shall provide a copy of every CSA to OECM within thirty (30) days of execution.

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 RFT process is intended to identify Bidders for the purpose of negotiation of potential Master Agreements. The negotiation process is further described in Part 3 – Evaluation of Tenders, and in Section 3.5 of this RFT.

**No** legal relationship or obligation regarding the procurement of any Products shall be created between the Bidder and OECM by this RFT 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 RFT, the evaluation of Bids submitted in response to it and the negotiation and execution of the Master Agreement.

**Part Two**, the Optional 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:

- (a) Sign a CSA with a Supplier and then immediately obtain Products based on the Master Agreement terms, conditions, and Rates (which are maximum Rates); or,
- (b) Obtain Rates through the optional Second Stage Selection Process (“Second Stage”) which is managed by the Customer. The Second Stage is a request (e.g. a non-binding request via a Second Stage tool (e.g. Quick Quote (“QQ”), or Customer’s process (e.g. directly or via an online e.tendering platform)) to the Supplier from the Customer for their specific Products 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 including Rates (which may be lower than the Master Agreement maximum Rates).

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.

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) Capacity, lead times for Products; and,
- (c) Final, net Rates. The Rates should be valid for a period of not less than ninety (90) days. Limited time offer Rates and/or promotional Rates must be specified by the Supplier, if applicable to the specific Second Stage request.

#### **4.1.3 No Guarantee of Volume of Work or Exclusivity of Master Agreement**

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

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 RFT.

## **4.2 Rates**

The proposed Product Rates shall be firm Rates, per Category, for the first year for Office Supplies and for the first six (6) months for Fine Copy Paper of the Master Agreement and shall be:

- (a) Maximum Rates, per Product and Category, applicable to all Customers for Core Products;
- (b) Minimum Discount percentage, per OEM and Category, applicable to all Customers for Non-Core Products;
- (c) In Canadian funds and shall include all applicable costs, including, but not limited to overhead, materials, fuel, fuel surcharge, duties, tariffs, delivery, office support, profit, permits, licences, labour, insurance, and Workplace Safety Insurance Board costs; and,

- (d) Exclusive of the HST, or other similar taxes.

The Supplier may, however, lower its Rates for at any time or for specific Products when the Customer and Supplier mutually agree without affecting the Rates in the Master Agreement.

In extenuating circumstances (e.g. caused by pandemics, epidemics, quarantines, or civil disturbances caused by severe medical emergencies or diseases, government declared emergencies), 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 and supported 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 Travel Expenses**

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

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

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

#### **4.2.2 Optional Rate Refresh**

OECM's goal is to keep Rates as low as possible for Customers.

- (a) Supplier may request a Rate refresh for Category A – Office Supplies on the anniversary date of the Master Agreement (e.g. in March 2023) and every anniversary thereafter.
- (b) Supplier may request a Rate refresh For Category B – Fine copy paper every six (6) months (e.g. 1st rate refresh on September 2022).

The Supplier shall provide a written notice with supporting documentation to OECM at least one-hundred-and-twenty (120) days prior to the Rate refresh frequencies mentioned above in 4.2.2 (a) and (b), 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 by supporting 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 and/or Supplier Recognition Program evaluation 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 Agreement will be amended, if needed.

#### **4.2.3 Optional Process to Add Other Products**

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

The Supplier shall provide written notice to OECM of at least one hundred and twenty (120) days if requesting a Product refresh.

Additional Product and Service 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 – Performance Management Scorecard and/or Supplier Recognition Program evaluation results) will be considered when contemplating adding Products. 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 Rate alignment with similar Products currently available on the Master Agreement.

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

#### **4.2.4 OECM Geographical Zones**

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

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

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

#### **4.2.5 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 RFT and other OECM agreements are structured to support OECM's financial model, while providing savings to Customers.

##### **(a) Category A - Office Supplies:**

The Supplier shall pay to OECM a CRF of two-point nine five percent (2.95%) and additional applicable HST on all Products invoiced by the Supplier to the Customers throughout the Term.

##### **(b) Category B - Fine Copy Paper:**

The Supplier shall pay to OECM a CRF of one point five zero percent (1.5%) and additional applicable HST on all Products invoiced by the Supplier to the Customers throughout the Term.

**4.2.6 CRF Calculation:**

CRF will be calculated as follows:

<b>EXAMPLE OF HOW CRF WILL BE CALCULATED WITH A CRF = 2.95% for Category A – Office Supplies + 13% HST</b>				
<b>Sales per Quarter</b>	<b>CRF Calculation</b>	<b>CRF</b>	<b>HST</b>	<b>Total Quarterly CRF Payment with HST to OECM</b>
If Supplier has \$100,000 total sales in the third quarter of 2021	\$100,000 x 2.95%	\$ 2,950.00	\$ 2,950 x 13% = \$ 383.50	\$ 3,333.50
If Supplier has \$200,000 total sales in the fourth quarter of 2021	\$ 200,000 x 2.95%	\$ 5,900.00	\$ 5,900 x 13% = \$ 767.00	\$ 6,667.00
If Supplier has \$50,000 total sales in the first quarter of 2021	\$ 50,000 x 2.95%	\$ 1,475.00	\$ 1,475 x 13% = \$ 191.75	\$ 1,666.75

**4.2.7 CRF Payment:**

The CRF shall be paid to OECM, via EFT, on a quarterly basis based on the calendar year by the fifteenth (15<sup>th</sup>) Business Day of the applicable quarter.

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

<b>CRF Payments</b>	<b>Payment Date</b>
The first CRF, including any Customer purchases made between the Master Agreement execution date and June 30, 2022, shall be paid to OECM by:	July 21, 2022
The next CRF, including any Customer purchases made between July 1, 2022 to September 30, 2022, shall be paid to OECM by:	October 21, 2022
The next CRF, including any Customer purchases made between October 1, 2022 to December 31, 2022 shall be paid to OECM by:	January 20, 2023
The next CRF, including any Customer purchases made between January 1, 2023 to March 31, 2023, shall be paid to OECM by:	April 21, 2023

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.



The Supplier shall be responsible for paying interest, as specified in Article 4.09 of 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.

#### **4.2.8 Financial Administration Act Section 28**

In accordance with the requirements of the Financial Administration Act (“FAA”), notwithstanding anything else in the CSA, or in any other agreement between the Customer and the Supplier executed to carry out the Services provided for herein, the remedies, recourse or rights of the Supplier shall be limited to the Customer and to the right, title and interest owned by the Customer in and to all of its real or personal property, whether now existing or hereinafter arising or acquired from time to time. The Supplier unconditionally and irrevocably waives and releases all other claims, remedies, recourse or rights against the Crown in right of Ontario in respect of the CSA, and agrees that it shall have no remedies, recourse or rights in respect of the CSA against the Crown in right of Ontario, any Ontario Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or representative of a Crown agency or a corporation in which the Crown holds a majority of the shares or appoints a majority of the directors or members, other than against the Customer and its assets.

If the Supplier and the Customer agree that a CSA is exempt from the application of subsection 28(1) of the Financial Administration Act pursuant to Ontario Regulation 376/18: Section 28 Exemptions – Colleges, the Customer represents and warrants that the CSA (i) complies with all applicable policies of the Customer; (ii) complies with all applicable laws and Ontario government directives applicable to it; and, (iii) relates to activities of the Customer that are permitted under its objects and that are undertaken within Canada. The Supplier represents and warrants that the CSA complies with all Applicable Laws and Ontario government directives applicable to it.

#### **4.2.9 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, total cost of ownership, cost avoidance and/or other savings).

### **4.3 Supplier Management Support to OECM**

OECM will oversee the Master Agreement, and the Supplier shall provide appropriate Master Agreement management support include, 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; and,
  - ii. Review and monitor performance management compliance;
- (f) Complying with Appendix H – Code of Conduct requirements as described on the OECM website at <https://oecm.ca/oecm-advantage/our-supplier-partners/supplier-code-of-conduct>;

- (g) Managing issue resolution in a timely manner;
- (h) Complying with agreed upon escalation processes to resolve outstanding issues;
- (i) Timely submission of reports as described in Appendix F – Reporting Requirements; and,
- (j) 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 OECM).

#### **4.3.1 Master Agreement Award and Launch**

Once the Master Agreement is awarded, the Supplier will meet with OECM 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 OECM Master Agreements**

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

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 ).

OECM 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 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 – 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 and Appendix G (Performance Management Scorecard));
- (c) Generated savings and value; and,
- (d) Technical Response scores from the Supplier's Tender for this RFT.

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 – Reporting Requirements.

Report details will be discussed and established at the Master Agreement finalization stage between OECM and the Preferred Bidder. 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 RFT PROCESS

### 5.1 General Information and Instructions

#### Procurement Process Non-Binding

This RFT 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 RFT 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 Bidder nor OECM shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of a Master Agreement, failure to award a Master Agreement or failure to honour a response to this RFT.

#### Non-Binding Rates

While the Tender 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 Tenders, as further described in Part 3 – Evaluation of Tenders. 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 RFT Timetable

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

RFT Timetable	
Event	Time/Date
OECM's Issue Date of RFT:	October 18, 2021
Bidder's Information and OTP Demonstration Session:	2:00 pm on October 21, 2021
<b>Revised</b> Bidder's Deadline to Submit Questions:	5:00 pm on <b>October 28</b> , 2021
<b>Revised</b> OECM's Deadline for Issuing Answers:	<b>November 2</b> , 2021
<b>Revised</b> Bidder's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on <b>November 8</b> , 2021
<b>Revised</b> OECM's Deadline for Issuing Final Documents:	<b>November 12</b> , 2021
<b>Revised</b> Closing Date:	2:00:00 pm on <b>November 25</b> , 2021
Anticipated Master Agreement Start Date:	February 2022

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

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

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

### **5.1.2 Bidder's Information and OTP Demonstration Session**

The Bidder should participate in the Bidder's Information and OTP Demonstration Session, which will take place at the time set out in Section 5.1.1.

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

The Bidder's Information and OTP Demonstration Session is an opportunity for the Bidder to enhance its understanding of the RFT process and to learn how to use OTP to submit its Tender.

Any changes to the Bidder'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 Bidder's Information and OTP Demonstration Session and the RFT, the RFT shall prevail.

The Bidder can contact OTP technical support directly for further assistance, using the contact details set out in Section 5.3.1.

### **5.1.3 Bidder to Follow Instructions**

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

### **5.1.4 OECM's Information in RFT Only an Estimate**

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

It is the Bidder's responsibility to avail itself of all the necessary information to prepare a Tender in response to this RFT.

### **5.1.5 Bidder's Costs**

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

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

## **5.2 Communication after RFT Issuance**

### **5.2.1 Communication with OECM**

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

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

- (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 Bidder to Review RFT**

The Bidder shall promptly examine this RFT 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 Bidder's Deadline to Submit Questions to OECM.

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

In answering a Bidder's questions, OECM will set out the question, without identifying the Bidder 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 Bidders only once.

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

To ensure the Bidder clearly understand issued addenda, OECM allows Bidders 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 Bidder 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 Bidder concerning this RFT or its process.

### **5.2.3 Bidder to Notify**

In the event the Bidder has any reason to believe that an error, omission, uncertainty or ambiguity, as set out in Section 5.2.2 exists, the Bidder must notify OECM through OTP prior to submitting a Tender.

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

The Bidders shall not:

- (a) After submission of a Tender, 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 RFT; and,
- (b) Claim that OECM is responsible for any of the circumstances listed in Section 5.2.2 of this RFT.

### **5.2.4 All New Information to Bidders by way of Addenda**

This RFT may only be amended by an addendum in accordance with this section.

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

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

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

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

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

### 5.3 Tender Submission Requirements

#### 5.3.1 General

The Bidder shall submit its Tender through OTP at <https://ontariotenders.app.jaggaer.com/esop/nac-host/public/web/login.html>.

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

- (a) Email at [etenderhelp\\_CA@jaggaer.com](mailto: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](https://ontariotenders.app.jaggaer.com/esop/nac-host/public/attach/eTendering_responding_to_tender_guide.pdf).

To be considered in the RFT process, a Tender must be submitted and received **before** the Closing Date as set out in Section 5.1.1 and on OTP.

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

The Bidder will not be able to submit a Tender after the Closing Date, as OTP will close the access to the RFT on the Closing Date.

A Tender sent by, email, facsimile, mail and/or any other means other than stated in this RFT 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 RFT may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFT.

#### 5.3.2 Tender in English

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

#### 5.3.3 Tender Submission Requirements

The Bidder is solely responsible for submitting its Tender on OTP prior to the Closing Date.

The Tender should be submitted in accordance with the instructions set out on OTP and in this RFT 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	√	
Appendix C – Commercial Response (in Microsoft Excel format only)	Commercial		√

#### 5.3.4 Other Tender Considerations

In preparing its Tender, the Bidder should adhere to the following:

- (a) Information contained in any embedded link will not be considered part of a Tender, and will not be evaluated or scored;
- (b) The Tender should be complete in all respects. Tender evaluation and scoring applies only to the information contained in the Tender, or accepted clarifications as set out in Section 5.3.13 Clarification of Tenders.

#### 5.3.5 Tenders Receipt by OECM

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

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

#### 5.3.6 Withdrawal of Tender

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

#### 5.3.7 Amendment of Tender on OTP

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

#### 5.3.8 Completeness of Tender

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

#### 5.3.9 Tenders Retained by OECM

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

#### 5.3.10 Acceptance of RFT

By submitting a Tender, a Bidder agrees to accept the terms and conditions contained in this RFT, and all representations, terms, and conditions contained in its Tender.

#### 5.3.11 Amendments to RFT

Subject to Section 5.1.1 and Section 5.2.4, OECM shall have the right to amend or supplement this RFT in writing prior to the Closing Date. No other statement, whether written or oral, shall amend this RFT. The Bidder is responsible to ensure it has received all addenda.



### **5.3.12 Tenders will not be Opened Publicly**

The Bidder is advised that there will not be a public opening of this RFT. OECM will open Tenders at a time subsequent to the Closing Date.

### **5.3.13 Clarification of Tenders**

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

OECM will exercise this right in a similar manner for all Bidders.

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

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

### **5.3.14 Verification of Information**

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

- (a) Verify any Bidder's statement or claim made in its Tender 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 Bidder statement or claim, if such statement or claim or its Tender is patently unwarranted or is questionable; and,
- (b) Access the Bidder's premises where any part of the work is to be carried out to confirm Tender information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Bidder and OECM shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. OECM and the Bidder shall each bear its own costs in connection with access to each other's premises.

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

### **5.3.15 Tender Acceptance**

The lowest price Tender or any Tender 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 RFT Incorporated into Tender**

All provisions of this RFT are deemed to be accepted by each Bidder and incorporated into each Tender.

### **5.3.17 Exclusivity of Contract**

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

### **5.3.18 Substantial Compliance**

OECM shall be required to reject Tenders, which are not substantially compliant with this RFT.

### **5.3.19 No Publicity or Promotion**

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

In the event that a Bidder, including the Preferred Bidder, 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 RFT, OECM shall be entitled to take all reasonable steps as may be deemed necessary by OECM, including disclosing any information about a Tender, 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 Bidder**

OECM reserves the right to accept or reject any Tenders 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 Bidder shall execute the Master Agreement in the form attached to this RFT with negotiated changes, if any, and satisfy any other applicable conditions of this RFT 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 Bidder and OECM cannot execute the Master Agreement within the allotted twenty (20) days, OECM will, as described in Section 3.5 and 3.6, be at liberty to extend the timeline, request the Preferred Bidder to submit its Best and Final Offer, terminate discussions/negotiations with the Preferred Bidder, 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 Bidders would be added to OECM's website at a later date.

### **5.4.2 Failure to Execute a Master Agreement**

When the Preferred Bidder successfully reaches an agreement with OECM at the end of the negotiation process in accordance with the evaluation set out in this RFT, the Preferred Bidder will be allotted five (5) Business Days to execute the Master Agreement unless otherwise specified by OECM.

If the Preferred Bidder 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 Bidders 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 RFT Process, there will be no legally binding relationship created with any Bidder 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 Bidder as a result of this RFT process:

- (a) Any such Master Agreement will commence upon signature by the duly authorized representatives of OECM and the Preferred Bidder; 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 Bidders**

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

### **5.4.5 Debriefing**

Any Bidder 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 Bidder in presenting a better Tender 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 Bidder wishes to review the decision of OECM in respect of any material aspect of the RFT process, and subject to having attended a debriefing, the Bidder 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 Bidder 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 Bidder's arguments and supporting documentation; and,
- (f) The Bidder'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 Bidder in connection with or arising out of this RFT or the acceptance of any Tender:

- (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 RF 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 Bidder**

Except as provided for otherwise in this RFT, or as may be required by Applicable Laws, OECM shall treat the Bidder 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 RFT process, OECM or any of its representatives or agents shall be under no obligation to execute a confidentiality agreement.

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

#### **5.5.3 Bidder's Submission**

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

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

#### **5.5.4 Personal Information**

Personal Information shall be treated as follows:

- (a) Submission of information – The Bidder should not submit as part of its Tender 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 Bidder by OECM shall only be used to select the qualified individuals to undertake the Products to confirm that the work performed is consistent with these qualifications; and,
- (c) Consent – It is the responsibility of the Bidder 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 Bidder 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 Bidder. A Bidder should identify any information in its Tender, 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 Tender, including any Personal Information requested in this RFT, the Bidder 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 Bidder 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 Bidders;
- (b) Request written clarification or the submission of supplementary written information from any Bidder and incorporate such clarification or supplementary written information, if accepted, into the Tender, at OECM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Bidder to correct errors in its Tender or to change or enhance the Tender in any material manner;
- (c) Waive formalities and accept Tenders that substantially comply with the requirements of this RFT;

- (d) Verify with any Bidder or with a third party any information set out in a Tender;
- (e) Check references other than those provided by Bidders;
- (f) With supporting evidence, disqualify any Bidder 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 Bidder;
- (g) Disqualify any Bidder whose Tender contains misrepresentations or any other inaccurate or misleading information;
- (h) Disqualify any Bidder whose Tender is determined by OECM to be non-compliant with the requirements of this RFT;
- (i) Disqualify a Tender based upon the past performance or on inappropriate conduct in a prior procurement process, or where the Bidder has or the principals of a Bidder 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 Bidder, who, in relation to this RFT 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 Bidder 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 Bidder reveals a Conflict of Interest or Unfair Advantage in its Tender or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM;
- (l) Disqualify any Tender of any Bidder who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFT, including where there is any evidence that the Bidder or any of its employees or agents colluded with any other Bidder, its employees or agents in the preparation of the Tender;
- (m) Make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner set out in this RFT;
- (n) Accept or reject a Tender if only one (1) Tender is submitted;
- (o) Reject a Subcontractor proposed by a Bidder within a Consortium;
- (p) Select any Bidder other than the Bidder whose Tender reflects the lowest cost to OECM;
- (q) Cancel this RFT process at any stage and issue a new RFT 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 Tender prices exceed the bid prices received by OECM for Products acquired of a similar nature and previously done work,

- iii. the Tender 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 Tender 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 RFT, OECM may do so without providing reasons, and OECM may thereafter issue a new request for Tenders, request for qualifications, sole source, or do nothing;

- (r) Discuss with any Bidder different or additional terms to those contained in this RFT or in any Tender;
- (s) Accept any Tender in whole or in part;
- (t) If OECM receives a Tender from a Bidder with Rates that are abnormally lower than the Rates in other Tenders, OECM may verify with the Bidder that the Bidder satisfies the conditions for participation and is capable of fulfilling the Master Agreement; or,
- (u) Reject any or all Tenders in its absolute discretion, including where a Bidder 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 Bidder or any third party resulting from OECM exercising any of its express or implied rights under this RFT.

By submitting a Tender, the Bidder 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 – Bidder**

In the event that the Preferred Bidder 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 Bidder from further consideration and begin discussions with the next highest scoring Bidder without becoming obligated to offer to negotiate with all Bidders; or,
- (c) Exercise any other applicable right set out in this RFT including, but not limited to, cancelling the RFT and issuing a new RFT for the same or similar Products.

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

#### **5.6.3 No Liability**

The Bidder agrees that:

- (a) Any action or proceeding relating to this RFT process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Bidder 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 RFT 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 RFT.

The Bidder further agrees that if OECEM commits a material breach of OECEM's obligations pursuant to this RFT, OECEM's liability to the Bidder, and the aggregate amount of damages recoverable against OECEM 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 OECEM, shall be no greater than the Tender preparation costs that the Bidder seeking damages from OECEM can demonstrate. In no event shall OECEM be liable to the Bidder for any breach of OECEM's obligations pursuant to this RFT, which does not constitute a material breach thereof. The Bidder 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 Bidder shall not assign any of its rights or obligations hereunder during this RFT process without the prior written consent of OECEM. Any act in derogation of the foregoing shall be null and void.

#### **5.6.5 Entire RFT**

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

#### **5.6.6 Priority of Documents**

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

#### **5.6.7 Disqualification for Misrepresentation**

OECEM may disqualify the Bidder or rescind a Master Agreement subsequently entered if the Bidder's Tender 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 Bidder's references and may also consider the Bidder's past performance with OECEM and/or its Customers.

#### **5.6.9 Cancellation**

OECEM may cancel or amend the RFT process without liability at any time.

#### **5.6.10 Competition Act**

Under Canadian law, a Tender 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 Bidder 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 RFT.

For more information, refer to the following:

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

### **5.6.12 Governing Law**

The terms and conditions in this Part 5:

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

[End of Part 5]



## APPENDIX A – DEFINITIONS

### Definitions

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

**“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 Bidder may be invited by OECM to submit a best and final offer on a process or section of the RFT to improve on their original Tender submission. BAFO cannot be requested by a Bidder;

**“Bidder”** means an entity that submits a Tender in response to this RFT and, as the context suggest, refers to a potential Bidder;

**“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. Toronto, Ontario time, 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;

**“Category”** means but not limited to a broad range of quality Core and Non-Core Products for Office Supplies termed as Category A for this RFT and Core and Non-Core Fine Copy Paper termed as Category B for this RFT;

**“Closing Date”** means the Tender 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 RFT;

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

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

**“Confidential Information”** means confidential information of OECM and/or any Customer (other than confidential information which is disclosed to the Preferred Bidder in the normal course of the RFT) where the confidential information is relevant to the Deliverables required by the RFT, its pricing or the RFT 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 OECM, the Customer, the Bidder or any third-party; (ii) all information (including Personal Information) that OECM or the Customer is obliged, or has the discretion, not to disclose under provincial or federal legislation; and, (iii) pricing under this RFT;
- (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 RFT process, the Bidder 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 Tender that is confidential to OECM and not available to other respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFT process; or (iii) engaging in conduct that compromises or could reasonably be seen to compromise the integrity of the open and competitive RFT process and render that process non-competitive and unfair; or,
- (b) in relation to the performance of its contractual obligations in an OECM contract, the Bidder’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) Tender to satisfy the requirements of the RFT. One (1) of the Consortium members shall identify itself as the Bidder and assume full responsibility and liability for the work and actions of all Consortium members;

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

**“Core-Products”** means the high usage Products commonly used by OECM Customers;

**“Customer”** means an organization such as educational entities (e.g. school boards or authorities, Provincial and Demonstration Schools Branch with the Ontario Ministry of Education, colleges, and universities, and may also include Private Schools and Private Career Colleges), Crown corporations, First Nations federal agencies, health and social service entities, municipalities, not-for-profit organizations, provincially funded organizations (“PFO”), shared service organizations, utilities and local boards, any other Ontario Public Sector and Broader Public Sector agencies, boards or commissions or similar entities not 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 RFT;

**“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 scope of the resulting Master Agreement;

**“Eligible Tender”** means a Tender 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 Bidder 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 OECCM and the Supplier;

**“Non-Core Products”** means Non-Core Products are Fine Copy Paper products in addition to the Core Products that a Customer would purchase from the Supplier during the Term of the Agreement, regardless if they are included in the Supplier’s published standard catalogue (e.g. typically published annually) or not.

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

**“OECCM’s Deadline for Issuing Final Addenda”** means the date and time as set out in Section 5.1.1 of this RFT and may be amended from time to time in accordance with the terms of this RFT;

**“Ontario Tenders Portal”** or **“OTP”** means the electronic tendering platform <https://ontariotenders.app.jaggaer.com/esop/nac-host/public/web/login.html> through which a Bidder’s Tender 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 Bidder from OECCM or the Customer or created by the Bidder pursuant to the RFT;

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

**“Product”** means all Office Supplies and Fine Copy Paper Products 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 RFT, and may also evaluate Tenders received in response to this RFT;

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

**“Qualification Envelope”** means an area in OTP where the Bidder would upload its completed Qualification Response;

**“Qualification Response”** means qualification information the Bidder submits as part of the qualification envelope which also contains but not limited to sections for Bidders to indicate their agreement to the Form of Agreement;

**“Rates”** means (a) Core Products -maximum prices per unit of measure, (b) Non-Core Products- minimum discount percentage off MSRP or Bidders Canadian list pricee, in Canadian funds, for the Products as set out in the Bidder’s submitted Appendix C - Commercial Response;

**“Request for Tenders”** or **“RFT”** means this Request for Tenders #2021-294 issued by OECCM, including all appendices and addenda thereto;

**“Optional Second Stage Selection Process”** or **“Optional 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 OECCM on behalf of a Customer, seeking Rates and relevant Products specific to a Customer’s organization;

**“STEAM Products”** means Science, Technology, Engineering, Arts and Math Products.

**“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 Bidder 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;

**“Tender”** means all documentation and information submitted by a Bidder in response to the RFT;

**“Term”** has the meaning set out in Part 1 of this RFT;

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

## **APPENDIX B – FORM OF MASTER AGREEMENT**

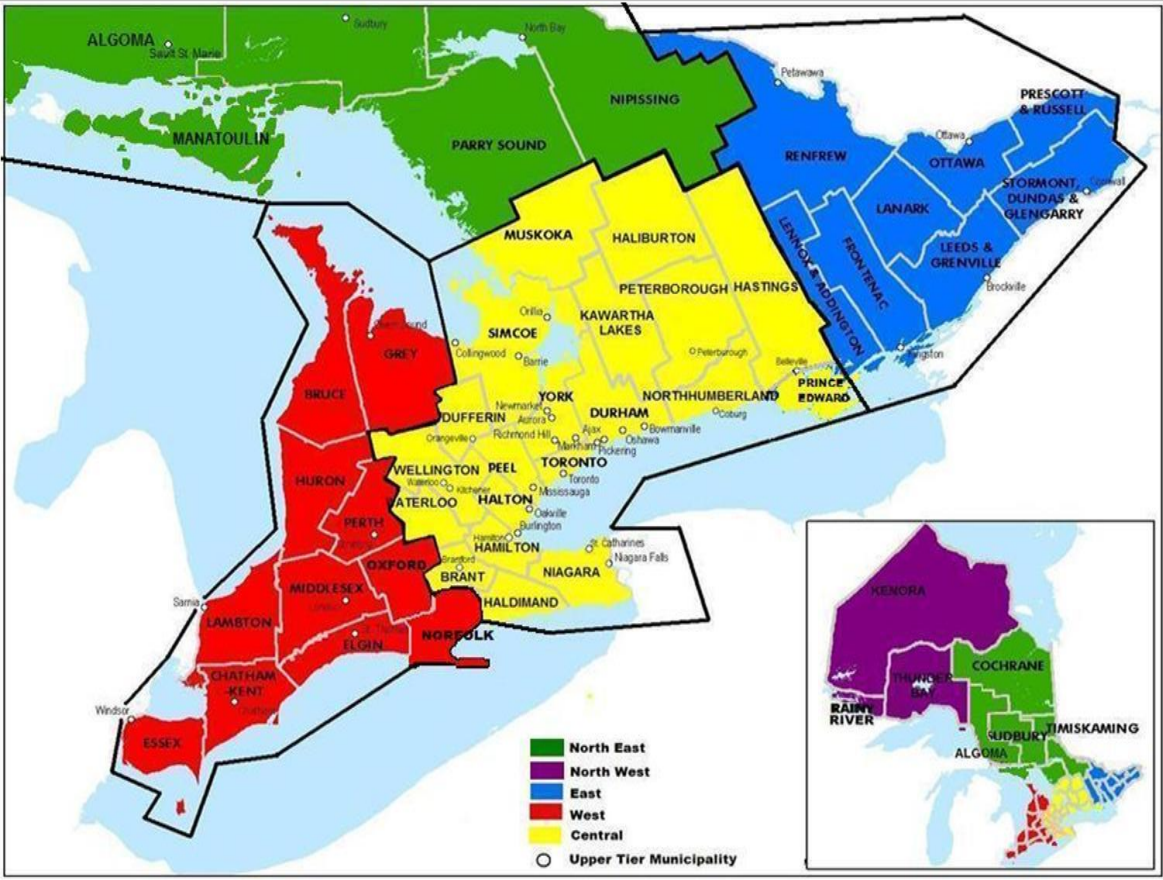
This appendix is posted as a separate PDF document.

## **APPENDIX C – COMMERCIAL RESPONSE**

The Bidder should complete this appendix, posted as a separate Microsoft Excel document, and upload it into OTP.

**APPENDIX D – OEMC GEOGRAPHICAL ZONES**

OECM Customers are located in one (1) or more of the following five (5) geographical Zones in Ontario.



## APPENDIX E – OECM SCHOOL BOARD, COLLEGE AND UNIVERSITY CUSTOMERS IN ONTARIO

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



## APPENDIX F – REPORTING REQUIREMENTS

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

<b>Supplier Reporting Requirements</b>		
<b>Reports</b>	<b>Frequency</b>	<b>Due Date</b>
<b><u>Integrated Reporting Template</u></b>		
<p>1. <b>Spend Report</b> including, but not limited to:</p> <p style="padding-left: 20px;"><b>For Office Supplies and Fine Copy Paper</b></p> <p style="padding-left: 40px;">(a) Customer’s name;                      (b) Invoice number and date;                      (c) OEM part number;                      (d) Supplier’s part number;                      (e) Description;                      (f) Unit of measure;                      (g) Quantity shipped per unit of measure;                      (h) Rate per Unit;                      (i) MSRP or Supplier’s List Price;                      (j) Total per part;                      (k) Savings (i.e. list Rate minus discount, incentives); and,                      (l) Cost Recovery Fees (including HST).</p> <p>2. <b>CSA Status Report</b> including, but not limited to:                      (a) The number of executed CSAs; and,                      (b) CSAs pending execution.</p> <p>3. <b>Optional Second Stage Status Report</b> 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).</p>	Monthly	12th Business Day
<b><u>Performance Reporting</u></b>		
<p>1. Key Performance Indicators (“KPIs”) Report - As set out in Appendix E – Performance Management Scorecard.</p> <p>2. Performance results specific to Customer’s KPIs.</p>	Quarterly (calendar)	12th Business Day following each quarter
<b><u>Other Reports</u></b>		
1. Specific Customer Reports - As requested (e.g. spend, back order, delivery)	As requested	As requested
2. OEMC Ad Hoc Reports - As requested and mutually agreed upon	As requested	As requested

Final reporting requirements will be determined during negotiations.

## APPENDIX G – PERFORMANCE MANAGEMENT SCORECARD

Master Agreement performance means the Supplier aligns with OECM'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 the Supplier meets or exceeds the performance requirements described below and adheres to all the other contractual requirements.

As part of OECM's efforts to provide greater value to Customers, 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.

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

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

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

By providing the reports, OECM is able to analyze and maintain the integrity of the Supplier's performance.

Failure, by the Supplier, to provide accurate reports by the due dates set out in Appendix F – Reporting Requirements may be deemed poor performance and will reflect on the Supplier's Performance Management Scorecard and SRP results.

During the Term of the Master Agreement, the Supplier shall collect and report the agreed upon results of the performance measures as requested by OECM. The Performance Management Scorecard and other performance indicators will be used to measure the Supplier's performance throughout the Term of the Master Agreement, ensuring Customers receive appropriate Products on time. The Supplier's performance score will be considered when OECM 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 Resources 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 related to OECM and Customer KPIs.

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

<b>Supplier Provided Customer Performance Measures</b>		
<b>Key Performance Indicator</b>	<b>Performance Measurement</b>	<b>Performance Goal</b>
Order Fill Rate	Percentage (%) of Customer orders delivered	95% correct first time or greater
On Time Fill Rate	Percentage (%) of Customer orders delivered within the agreed-upon lead time	95% or greater
Accuracy of Invoices	Percentage (%) of invoices issued to the Customer with correct information (e.g. right Products, quantity and Rates)	98% or greater
Product Quality	Percentage (%) of shipped Products received undamaged and with correct products and quantities as orders by the Customers	98% or greater

<b>OECM Evaluation of Supplier's Performance</b>		
<b>Key Performance Indicator</b>	<b>Performance Measurement</b>	<b>Performance Goal</b>
Fully Completed Integrated Report Submission	By twelfth (12 <sup>th</sup> ) business day of each month	98% of the time
Fully Completed Performance (or Key Performance Indicator) Report Submission	By twelfth 12th business day following each calendar quarter	98% of the time
Cost Recovery Fee Payment Remittance	By fifteenth (15 <sup>th</sup> ) business day following each calendar quarter	98% of the time
Response Time to OECM Inquiries	Response time of within one (1) business day	98% of the time
Executed CSAs sent to OECM	Within thirty (30) days of CSA execution	98% of the time
Price Refresh Submissions	By one hundred and twenty (120) days prior to price refresh effective date	98% of the time
Updated Supplier Insurance Certificate and WSIB Certificate Submissions	On expiry of the certificates	98% of the time

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

Customer may, when executing a Customer-Supplier Agreement, seek other KPIs.

**Penalties and Rewards**

Additional penalties for failure to meet or rewards for exceeding the Master Agreement and/or Customer-Supplier Agreement requirements may be mutually agreed upon between the Customer and the Supplier, at the time of Customer-Supplier Agreement execution. Any penalty and/or reward shall be reported to OECM.

## APPENDIX H – 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 Services 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 s 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>.

**APPENDIX I – ESCALATION PROCESS AND CONTACT INFORMATION**

The Bidder should complete this appendix, posted on OTP as a separate Microsoft Word document, and upload it into the OTP Qualification Envelope.

**Contact information:**

<b>Department or Person of Contact</b>	<b>Service Hours</b>	<b>Email</b>	<b>Telephone</b>