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CLOUD TECHNOLOGY AND RELATED PROFESSIONAL SERVICES

REQUEST FOR PROPOSALS NUMBER: #2021-376

Request for Proposals Issued On: June 22, 2021

Proponent's Information & OTP Demonstration Session: 2:00 pm on **June 29**, 2021

Proponent's Deadline for Questions: 5:00 pm on **July 8**, 2021

Proponent's Deadline for Questions Pertaining to Issued Documents: 5:00 pm on **July 21**, 2021

Revised Closing Date: 2:00:00 pm on **August 24**, 2021 local time in Toronto, Ontario, Canada

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

Please refer to Section 4.1.1 for the complete RFP timetable.

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

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PART 1 – INTRODUCTION

This non-binding Request for Proposals (“RFP”) is an invitation to obtain Proposals from qualified Proponents (Cloud Service Providers (CSP) or their Resellers) for Cloud Computing Technology (“Products”) and Related Professional Services (“Services”) as described in Part 2 – The Deliverables.

OECM Customers’ Cloud requirements vary. In some cases, Customers want to purchase all Products by the same Cloud Service Provider (“CSP”), and in other cases, they want to purchase Products manufactured by a variety of CSPs.

The Proponent **must** be a CSP or an Authorized Reseller for proposed CSP.

OECM intends to award up to two (2) Master Agreements per proposed CSP for Category A – Cloud Computing Technology and up to three (3) Master Agreements for Category B – Related Professional Services, with an initial Term of the Master Agreement (“Term”) of three (3) years with an option in favour of OECM to extend the Term on the same terms and conditions for up to two (2) additional periods of up to two (2) year each.

The Proponent may submit a Proposal for one (1) or both Categories. Each Category will be evaluated, scored and awarded independently.

This RFP is issued by OECM.

1.1 Objective of this RFP

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

- (a) A wide range of quality Products and Services at competitive pricing to all Customers;
- (b) Excellent customer service and timely delivery to all Customers across Ontario;
- (c) Provide Customers with professional and responsive Customer support and account management;
- (d) Streamline the Customer’s process to procure by providing access to Products and Services through the resulting Master Agreements from this RFP; and,
- (e) Reduce the costs of associated competitive procurement processes on an ongoing basis (i.e., fewer competitive procurement documents issued by Customers); and;
- (f) Detailed, accurate and punctual spend reports to OECM.

1.2 CSP and Reseller/Dealer Status

The Proponent must be a CSP or an authorized reseller **of the proposed CSP for Category A.**

During the Term, if the Supplier is a reseller, it must maintain CSP authorized reseller status and provide proof of its status upon OECM’s request as per RFP section 3.2.1. The Supplier must advise OECM of any changes to its reseller status within thirty (30) days of such change.

1.3 Project Background and Historical Spend

OECM’s first Cloud Technology request for proposal; (RFP) was in 2014 which resulted in awarding three (3) agreements of which 2 two generated cumulative spend of over 1.67 Million dollars. This project is the second-generation RFP for Cloud Computing Technology and Related Professional Services which includes a technical evaluation phase in addition to commercial evaluation phase. Please refer to Part 3 – Evaluation of Proposals for further details. With Service delivery at the top of mind, the inclusion of Related Cloud Professional Services will also be a Deliverable in this RFP.

OECM currently has Cloud Technology agreements in place with two (2) suppliers that will expire on May 12, 2022. There are presently seventeen (17) unique customers using these existing OECM Cloud Technology agreements:

- (a) Six (6) School Boards;

- (b) Three (3) Colleges;
- (c) Three (3) Universities; and,
- (d) Five (5) other organizations.

Purchases through these existing agreements from June 2016 to March 2021, were approximately one million seven hundred twenty five thousand one hundred forty five dollars (\$1,725,145).

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

1.4 Project Advisory Committee

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

- (a) Grand River Hospital;
- (b) Lakehead University;
- (c) George Brown College;
- (d) City of Hamilton;
- (e) Limestone DSB;
- (f) Centennial College; and,
- (g) Cambrian College.

The above stakeholders are **not**, in any way, committed to participating in the Master Agreement (s) resulting from this RFP.

1.5 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.

1.6 Use of OECM Master Agreements

As of December 31, 2020, one thousand and fifteen (1015) Customers were using one (1) or more OECM agreements with a cumulative spend of more than two (2) billion dollars over the last eleven (11) years.

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

1.7 The Ontario Broader Public Sector Procurement Directive

OECM, and the Customers they service, follow the Ontario BPS Procurement Directive. The directive sets out rules for designated BPS entities on the purchase of goods and services using public funds. The Procurement Directive is available here:

<https://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/English/bps-procurementdirective>.

1.8 Trade Agreements

OECM procurements are undertaken within the scope of Chapter 5 of the Canadian Free Trade Agreement ("CFTA"), Chapter 19 of the Comprehensive Economic and Trade Agreement ("CETA"), and within the scope of the Trade and Cooperation Agreement between Quebec and Ontario and are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP. For more information, refer to the section 5.6.11.

1.9 Rules of Interpretation

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

- (a) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender;
- (b) Words in the RFP shall bear their natural meaning;
- (c) References containing terms such as "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation";
- (d) In construing the RFP, general words introduced or followed by the word "other" or "including" or "in particular" shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words;
- (e) Unless otherwise indicated, time periods will be strictly applied; and,
- (f) The following terminology applies in the RFP:
 - i. The terms "must" and "shall" relate to a requirement the Supplier will be obligated to fulfil. Whenever the terms "must" or "shall" are used in relation to OECM or the Supplier, such terms shall be construed and interpreted as synonymous and shall be construed to read "OECM shall" or the "Supplier shall", as the case may be;
 - ii. The term "should" relate to a requirement that OECM would like the Supplier to fulfil; and,
 - iii. The term "will" describe a procedure that is intended to be followed.

[End of Part 1]

PART 2 – THE DELIVERABLES

This Part of the RFP describes the Cloud Technology and related Professional Services Deliverables which will be incorporated into the final Master Agreement. The Supplier shall meet and implement **all** RFP requirements.

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

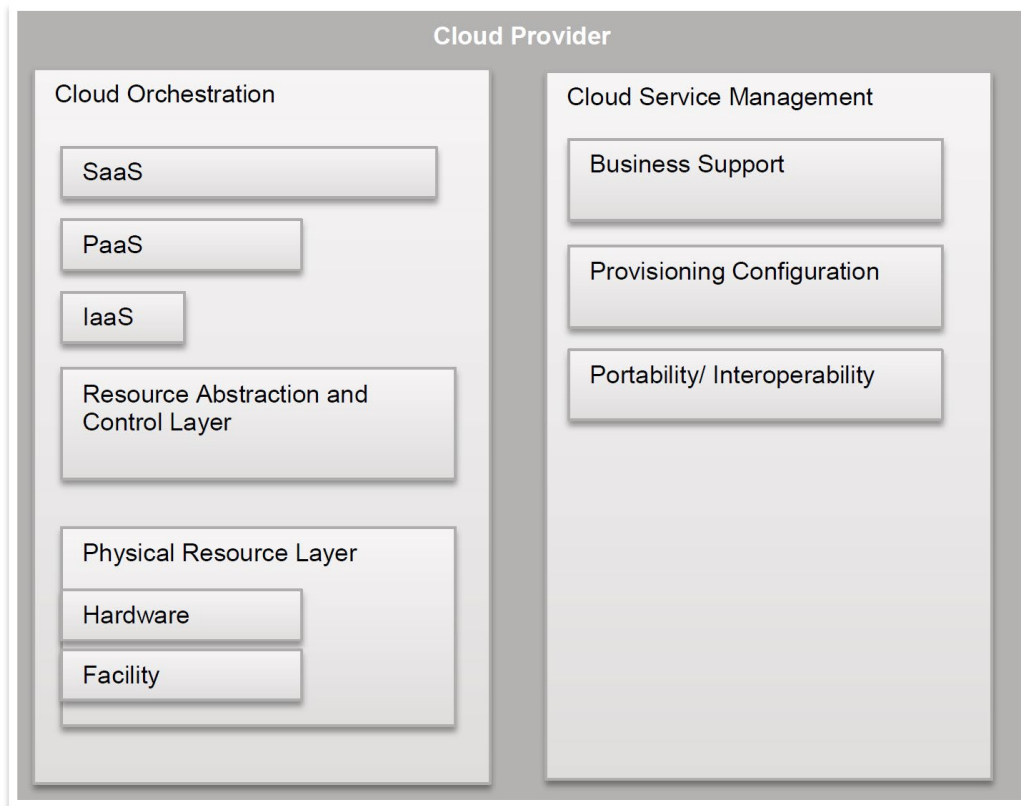
Current Cloud Computing Environment

OECM Customers have various plans to use Cloud Computing Technology and Related Professional Services and are in various stages of implementing suitable cloud computing solutions that are applicable to their requirements, contributing to Customer's overall information communication technology management, and to support Customers in teaching, learning and general administration.

Customers may have already adopted a hypervisor (Hyper-V, XenServer, VMware, Nutanix etc.) within their cloud environment.

The overall objective of adopting cloud computing services is to adopt a service-oriented approach to provide an agile enterprise IT environment where common infrastructure and services can be shared, reused and provisioned on demand to meet business needs, while achieving cost savings.

The cloud computing framework, as illustrated below, provides a high-level overview of the key functional components for Customer's Cloud Computing Technology.



The Supplier shall provide **all** RFP requirements for the Category being proposed.

The Proponent may submit a response for Category A only. Deliverables for Category B – Professional Services, Section 2.3 will not apply.

The Proponent may submit a response for Category B only. Deliverables for Category A – Cloud Computing Technology, Section 2.2 will not apply.

The Proponent may submit a response for both Category A and B. All Deliverables outlined in the RFP will apply.

2.1 Description of Deliverables

Deliverables include a broad range of cost-effective Products and Services to meet the Customer's requirements. Products and Services are divided into the following two (2) categories:

- a) Category A – Cloud Computing Technology; and,
- b) Category B – Professional Services.

2.2 Category A: Cloud Computing Technology

For Public Cloud Services, specifically, Infrastructure as a Service (IaaS) and Platform as a Service (PaaS), qualified Suppliers must be able to supply both Infrastructure as a Service (IaaS) and Platform as a Service (PaaS) Products, as defined by National Institute of Standards and Technology (NIST).

Cloud computing is defined by the NIST as a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing Products (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. Additionally, Cloud Computing includes the following five essential characteristics: on-demand self-service, broad network access, resource pooling, rapid elasticity or expansion and measured service.

The Supplier shall provide Services that meet the following Cloud Computing essential characteristics as defined by NIST:

- (a) On-demand self-service;
- (b) Broad network access;
- (c) Resource pooling;
- (d) Rapid elasticity; and
- (e) Measured service.

For definition and description of each essential characteristic, please refer to NIST website <http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf>

The Supplier shall provide a broad range of both IaaS and PaaS Products that are available to meet the Cloud Technology needs of Customers including but not limited to the following:

2.2.1. Cloud Computing - Infrastructure-as-a-Service (IaaS)

Public cloud Infrastructure-as-a-Service (IaaS) products and services that provide the ability to provision processing, storage, networks, and other fundamental computing resources where organizations can deploy and run arbitrary software, which can include operating systems and applications. The IaaS services may also be used in support of file services and other infrastructure-related functions. The services must include all underpinning systems and infrastructure necessary to support the IaaS environment and to provide the Customer's with technical support.

- (a) Storage;
- (b) Virtual Machines; and
- (c) Virtual Network

The Supplier shall provide IaaS that meets the needs of Customers including but not limited to the following:

- (a) A managed network, storage, server and virtualization layer with managed technology refresh cycle;
- (b) Virtual machines, storage and bandwidth dynamically or on-demand, as required;
- (c) A secure, dual factor method of remote access which allows Customers to use the infrastructure; and
- (d) Appropriate patch management.

2.2.1.1 Storage

The Supplier shall provide storage that meets the following requirements at a minimum:

- (a) Online, on-demand virtual storage for files and/or objects;
- (b) Ability to access and modify files and/or objects (e.g. data objects) stored via the internet;
- (c) Ability for Customers to perform a variety of commands on the files and/or objects (e.g. VIEW, COPY, MOVE, DELETE);
- (d) provide object storage services, defined as scalable, elastic storage where objects (files) are stored and retrieved via a web services API;
- (e) provide a tiered storage service in support of data backup and long-term archival; and
- (f) Sufficient bandwidth to transfer files and/or objects in and out of the provided infrastructure meeting Customer's requirements.

2.2.1.2 Virtual Machine

The Supplier shall provide scalable, redundant, dynamic computing capabilities or virtual machines. The requirements include but not limited to the following:

- (a) On-demand virtual server instances;
- (b) Ability to dynamically allocate virtual machines based on load with no service interruptions;
- (c) Ability to copy or clone virtual machines for archiving, troubleshooting and testing;
- (d) Support a multi-tenant environment;
- (e) Central Processing Unit ("CPU") processors and Graphics Processing Unit ("GPU") that support 32-bit or 64-bit operations;
- (f) Supports various types of operating systems (e.g. Windows, LINUX) including specific distributions (e.g. Ubuntu, Windows Server 2008 R2, 2012/2012 R2 etc.);
- (g) Various sizes of Random-Access Memory ("RAM") meeting Customer's requirements;
- (h) Various sizes of disk space meeting Customer's requirements; and
- (i) Sufficient bandwidth to transfer files and/or objects in and out of the provided infrastructure meeting Customer's requirements.

2.2.1.3 Virtual Network

The Supplier shall provide virtual network that meet the following requirements at a minimum:

- (a) Ability to provision network resources on demand;
- (b) Ability to support a networked multi-tenant environment;
- (c) Network security boundaries separating different tenants; and
- (d) Ability to acquire public IP addresses on demand.

2.2.2. Cloud Computing - Platform-as-a-Service (PaaS)

Public cloud Platform-as-a-Service (PaaS) products and services that provide the ability to deploy onto the cloud infrastructure organization-created or acquired applications created using programming languages, libraries, services, and tools supported by the Supplier. The PaaS services must include all underpinning systems and infrastructure necessary to support the PaaS environment and to provide the Customers with technical support.

The Supplier shall provide Customer hosting Services including but not limited to the following:

- (a) Web application hosting in the cloud, enabling scalable, redundant and dynamic web hosting;
- (b) Central Processing Unit ("CPU") processors and Graphics Processing Unit ("GPU") that support 32-bit or 64-bit operations;
- (c) Supports various types of operating systems (e.g. Windows, LINUX) including specific distributions (e.g. Ubuntu, Windows Server 2008 R2, 2012/2012 R2 etc.);
- (d) A variety database services;
- (e) Support Content Delivery Network ("CDN") capabilities to provide balanced delivery of content Province wide;
- (f) Domain Name System ("DNS") management;
- (g) Load balancer;
- (h) Database backup and restore; and
- (i) Sufficient disk space and data transfer bandwidth to meet Customer's requirement.

2.2.3. Supplier Experience and Capabilities

The Supplier is expected to possess the following experience and capabilities:

- (a) The Supplier must meet Ontario's privacy legislation requirements during the Term of the Agreement;
- (b) Have demonstrated experience in provisions of proposed Services to organizations of similar size;
- (c) Have a minimum of three (3) geographically dispersed data centers within United States or Canada;
- (d) Have knowledgeable resources (e.g. technical expertise, project management) to support a variety of project specific requirements (e.g. migration) of participating Customers;
- (e) Provide Customers with reliable and scalable Services with robust data security;
- (f) Provide professional and timely customer service on questions and issues that arise from daily operations; and

- (g) Work in a cooperative manner with Customers to provide savings resulting from operational efficiencies; **and**,
- (h) Must be ISO/IEC 27001 certified. The certification must cover all worldwide data centres.

2.2.4. Security Requirement

The Supplier shall ensure it has sufficient security to protect its premises including data centers. The Supplier shall also ensure it complies with relevant IT security standards, policies and reporting requirements. Where the Supplier will maintain, access and view information that Customer considers as confidential (e.g. student profile), the Supplier shall sign confidentiality agreement with Customer, as required. In addition, the Supplier shall provide personnel security clearance if required by Customer.

The Supplier shall adhere to the Customer's System security policies and procedures. The commonly used Security frameworks are:

- (a) NIST (National Institute of Standards Technology) Cybersecurity Framework;
- (b) CIS (Center for Information Security) Controls v7;
- (c) ISO (International Standards Organization) 27001/27002 Cybersecurity Framework;
- (d) SOC (Systems and Organization Controls) 2/3 Auditing Framework;
- (e) CSA STAR level 2 (with certification performed by a CSA-accredited certification body); and,
- (f) COBIT (Control Objectives for Information and Related Technologies) Cybersecurity Framework

2.2.5. Data Residency

The Suppliers' host servers and backup servers shall be located on North American soil in a secure data center. The Supplier shall follow the Personal Information Protection and Electronic Documents Act ("PIPEDA") requirements and adhere to encryption standards mentioned in section 2.5.5. of this Act.

2.2.6. Data Management

The Supplier shall provide data management including but not limited to the following:

- (a) Data isolation in a multi-tenant environment;
- (b) Data remanence throughout the data life cycle; and
- (c) Security mechanism for handling data at rest and in transit.

2.2.7. Monitoring and Updating Service Status

The Supplier shall provide a global status report page, which should be available online, to allow Customers access the latest and most accurate Services status (e.g. availability of network, server, virtual machine and database).

In addition, the Supplier shall provide monitoring and regular updates to Customers in a timely fashion, as requested, on elements including but not limited to the following:

- (a) Catastrophes;
- (b) Order placement of the accounts;
- (c) Service failures; and
- (d) Actual time to repair.

2.2.8. Additional Backup Services

The Supplier shall provide additional backup Services to Customer as required (e.g. subscription backup services, offsite FTP server backup).

2.2.9. Disaster Recovery and Business Continuity

The Supplier shall have a well-defined disaster recovery and business continuity programs including processes, policies, and procedures related to preparing for recovery or continuation of Services.

OECM and its Customers may require the Supplier to provide information and /or elements about the Suppliers disaster recovery and business continuity plan.

The Supplier shall have a disaster recovery and contingency plan to ensure that data is recoverable and a business continuity plan to ensure the Software Platform can continue to be provided during a variety of circumstances.

The Supplier shall provide details on service levels that will form a part of the Agreement. This information must include, but not be limited to:

- (a) Disaster recovery plan with details concerning the strategy and time required for complete system recovery caused by server failure, power outage and loss of network connectivity at host location (e.g. alternative location, back-up and recovery of servers' configuration);
- (b) Response time for fixes to bugs or performance failure related the functionality of software (minimum: within 24 hours);
- (c) A business resumption plan that details the actions for an orderly transition of information systems and resources from temporary conditions to normal operations and full services; and,
- (d) Representative expected or standard operational performance statistics with other Customers including projected system uptime, technical support response time, help desk response time, ~~sss30077~~ and accessible bandwidth to accommodate the Customer needs.

2.2.10. Managed Solution

The Supplier shall provide managed solutions to Customers as requested; the managed solution may include but is not limited to the following:

- (a) Off-site backup retention;
- (b) Operating System ("OS") monitoring, patching, administration and security;
- (c) Incident Management;
- (d) Portal and cloud operations;
- (e) Scheduled backup and restore Directory services; and
- (f) Virtual machines and OS deployment.

2.2.11. Resource Provision

The Supplier shall provide Customer customizable online tools (e.g. portal and/or interface) and Application Programming Interface ("API") to enable Service provisioning and de-provisioning.

Customer may also use other methods (e.g. phone, fax, email) as needed to communicate on issues related to account management (e.g. new account setup, request for support).

2.2.12. Other Services

During the Term of the Agreement, Customers may request other Services including but not limited to the following:

- (a) Bare metal servers;

- (b) Identity management;
- (c) Software as a Service (“SaaS”);
- (d) Access to CSP Marketplace; ~~and~~;
- (e) Training related to Cloud; ~~and~~;
- (f) CSP’s form of advisory and consultancy services.

2.3 Category B: Professional Services

The Supplier shall provide to the Customers professional services including but not limited to the following:

- (a) Requirement Analysis;
- (b) Strategy and Roadmap;
- (c) Solution Design and Architecture;
- (d) Application Development and Support;
- (e) Technology review and Audit;
- (f) Implementation and Migration including Application, Servers and Database migration;
- (g) Managed Services;
- (h) Governance;
- (i) Security;
- (j) Program management;
- (k) Service Desk; and,
- (l) Others additional services available.

The Supplier should provide Customers supports on account setup at no costs, ensuring seamless transition and minimal service disruption. The Supplier will provide implementation and training plans to Customers prior to implementation as required. Supplier will develop a Statement of Work (“SoW”) during finalization of the Customer- Supplier Agreement (CSA) to be included as an appendix to the CSA based on mutual discussion with the Customers. The SoW should include activities, estimated timeline, personnel and required Customer resources.

2.4 Order Management

The Supplier shall provide a variety of ways for Customers to order Products and/or Services including, but not limited to the following:

- a) Electronic Data Interchange (“EDI”);
- b) Email;
- c) Supplier’s online ordering process.
- d) Toll free phone; and/or,
- e) 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 at an additional cost to be mutually agreed an incorporated in the CSA (if required).

2.4.1 Minimum Order

The Supplier shall not have any minimum order value or volume requirements.

2.4.2 Order Acknowledgement

The Supplier shall acknowledge the receipt of an order by Customer immediately or within one (1) Business Day. The Supplier will include in this acknowledgement, any Product and/or Service 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 availability.

2.4.3 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.

~~2.4.4 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 will provide reasonable technology and implementation support, at any time during the Term, at no additional cost to the Customer. As per the requirements of the Customer. Pricing to be mutually discussed and agreed upon at the time of CSA signing.~~

2.5 Invoicing

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

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

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

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

2.5.1 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.

2.5.2 Electronic Funds Transfer

The Supplier shall provide the Customer with the necessary banking information to enable EFT, at no additional cost to the Customer, for any related invoice payments including, but not limited to:

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

2.6 Support to Customers

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

- a) Providing a responsive account executive (with applicable back-up) assigned to the Customer to support their needs by providing day-to-day and ongoing administrative support, 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;
- l) Attending meetings with Customers, as requested; and,
- m) Additional project specific requirements.

2.6.1 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.

2.6.2 Incentive to Customers

Where feasible, the Supplier should offer incentives to Customers to promote additional cost savings resulting from better operational efficiencies that may including, 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) Support for excess inventory;

- 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.

2.7 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, services, new technologies and/or green initiatives. The Supplier should, in consultation with OEMC, make any environmentally friendly processes, services, new technologies and/or green initiatives, related to the RFP Deliverables, available to Customers as required.

2.8 Social Procurement

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

2.9 Licenses, Right to Use and Approvals

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

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

2.10 Workplace Hazardous Material Information System

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

2.11 Accessibility for Ontarians with Disability Act

OEMC and its Customers are committed to the highest possible standards for accessibility. The Supplier must be capable to recommend and deliver, as appropriate for the Deliverables, accessible and inclusive Products and Services consistent with the Ontario Human Rights Code (“OHRC”), the *Ontarians with Disabilities Act, 2001* (“ODA”) and *Accessibility for Ontarians with Disabilities Act, 2005* (“AODA”) and its regulations in order to achieve accessibility for Ontarians with disabilities.

In accordance with Ontario Regulation 429-07 made under the *Accessibility for Ontarians with Disabilities Act, 2005* (Accessibility Standards for Customer Service), Customers have established policies, practices and procedures governing the provision of its services to persons with disabilities.

The AODA may be found at http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm.

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

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

Stage	Type of Evaluation	Refer to RFP Section	Scoring Methodology and Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	3.2	Pass/Fail	Pass
Stage II	Technical Response	3.3	330	198
Stage III	Commercial Response	3.4	220	Not Applicable
Stage IV	Cumulative Score	3.5	550	Not Applicable
Stage V	Tie Break Process	3.6	No Point Allocation	Not Applicable
Stage VI	Negotiations	3.7	No Point Allocation	Not Applicable
Stage VII	Master Agreement Finalization	3.8	No Point Allocation	Not Applicable

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

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

The Proponent **must** complete the following forms in (“Ontario’s Tenders Portal (“OTP”) to qualify and proceed to the next stage of evaluation.

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

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

3.2.1 Authorized Reseller Letter

The Proponent may propose Products from one (1) or multiple CSPs for **Category A**.

If the Proponent is not the CSP, an Authorized Reseller Letter, shall be submitted with the Proposal for the proposed CSP substantiating the Proponent’s accreditation and good standing. If the Proponent is an Authorized Reseller for multiple CSPs, the Proponent must include letters for each CSP that should meet the following:

- (a) The named Proponent is confirmed to be an authorized reseller of the CSP to supply CSP Products;

- (b) Proponent will be eligible and authorized to fulfill the requirements to supply Products from the CSP;
- (c) Proponent is confirmed to have maintained an accreditation status in good standing for a minimum of the past three (3) years;
- (d) The date of when the Proponent became an authorized reseller for CSP Products; OEMC may, at its sole discretion, contact the CSP to validate information proposed prior to the award and/or any during the Term of the Agreement.
- (e) Letter must be current and dated within one (1) month of the Proponent's Proposal Submission Deadline; and
- (f) Letter to be signed by an authorized representative from the CSP and issued on the CSP letter head.
- (g) OEMC may, at its sole discretion, contact the CSP to validate information proposed prior to the award and/or any during the Term of the Agreement.
- (h) Authorized Reseller letters must be combined and uploaded as a single attachment into the Qualification Envelope of OTP.

3.3 Stage II – Technical Response for all CSPs

Stage II will consist of an evaluation and scoring of the Technical Responses of each Eligible Proposal for all CSPs proposed.

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

Only Proposals that meet or exceed the minimum thresholds will receive a **pass** in this stage and proceed to Stage III of the evaluation process. While there is an overall minimum threshold of sixty percent (60%) i.e. one hundred and ninety eight points (198), some Technical Response sections also have minimum threshold requirements as noted below.

Point allocations for the Technical Response sections for Category A – Cloud Computing Technology are as follows:

Technical Response Sections	Available Points	Minimum Threshold, per section, if any
- Proponent's overview and Experience	30	N/A
- Cloud Security	50	30
- Internal Security Practices	50	30
- Operational Management	70	N/A
- Data Management	70	42
- Account management and Customer Support	60	36
- Total Overall Points and Minimum Threshold	330	198

Detailed sub-point allocations and minimum threshold requirements are set out in the Technical Response on OTP

Point allocations for the Technical Response sections for Category B – Related Professional Services are as follows:

Technical Response Sections	Available Points	Minimum Threshold, per section, if any
- Proponent's Overview and Experience	100	60
- Proponents Services	130	78
- Customer Support and Account Management	100	60
- Total Overall Points and Minimum Threshold	330	198

Detailed sub-point allocations and minimum threshold requirements are set out in the Technical Response on OTP.

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

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

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

3.4 Stage III – Commercial Response per CSP

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

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

Point allocations for the Commercial Response (Category A – Cloud Computing Technology) sections are as follows:

Commercial Response Sections	Available Points
- Cloud Computing Products (Sample Basket of Cloud Computing Resources)	154
- Data Transfer	66
- Proponent All Product Catalogue	Not Evaluated
TOTAL POINTS:	220

For Category A, the Proponent may propose Products from one (1) or multiple CSPs in its Appendix C – Commercial Response. For evaluation purposes each proposed CSP will be evaluated separately out of the total points available, i.e. all Rates from Eligible Proposals will be evaluated by CSP (e.g. CSP 1 vs. CSP 1).

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

Point allocations for the Commercial Response (Category B – Related Professional Services) sections are as follows:

Commercial Response Sections	Available Points
- Related Professional Services	120
- Role Based Consultancy	100
- Additional Services	Not Evaluated
TOTAL POINTS:	220

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

Minimum Percentage Discount off Manufacturer’s Suggested Retail Price (“MSRP”) and/or the Proponents Maximum Net Rates will be evaluated using a relative formula. See example below:

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR CLOUD COMPUTING PRODUCTS		
Proposed Minimum Percentage Discount Off MRSP	Calculation	Resulting Points
If Proponent 1 proposes the highest percentage discount of 50%, that Proponents will receive 100% of the points allocated.	$50\% \div 50\% \times 10 \text{ Points}$	10.00
If Proponent 2 proposes the second highest percentage discount of 45%, that Proponents will receive 90% of the points allocated.	$45\% \div 50\% \times 10 \text{ Points}$	9.00
If Proponent 3 proposes the third highest percentage discount of 40%, that Proponent will receive 80% of the points allocated.	$40\% \div 50\% \times 10 \text{ Points}$	8.00

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

EXAMPLE – WHERE FIVE (5) PROPOSALS WERE RECEIVED WITH 100% DISCOUNT PROPOSED		
Number of Proposals with a proposed Rate of \$0.00 for a particular Service	The number of remaining Proposals	The percentage (%) of the sub-point allocation for the remaining Proposals will be:
1	4	80%
2	3	60%
3	2	40%
4	1	20%

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

Therefore, when evaluating and scoring the Rates, a Proposal specifying N/A or not applicable, or left blank in Appendix C – Commercial Response will receive a zero (0) point allocation for that particular pricing section.

Maximum Net Rates will be evaluated using a relative formula. See example below:

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR DATA TRANSFER		
Proposed Rates	Calculation	Resulting Points
If Proponent 1 proposes the lowest Rate of \$100.00 for Tier 1 Data Transfer, it would receive 100% of the points allocated.	$\$100 \div \100×10 Points	10
If Proponent 2 proposes the second lowest Rate of \$200.00 for Tier 1 Data Transfer, it would receive 50% of the points allocated.	$\$100 \div \200×10 Points	5
If Proponent 3 proposes the third lowest Rate of \$400.00 for Tier 1 Data Transfer, it would receive 25% of the points allocated.	$\$100 \div \400×10 Points	2.5

Where \$0.00 is entered in any Rate cell, it is deemed to mean that the particular Service **will be provided to Customers at no additional cost**. Therefore, when evaluating and scoring the Rates, a Proposal specifying \$0.00 in a Rate cell in the Commercial Response shall receive the maximum point allocation for that particular Service. The remaining Proposals will be evaluated using a relative formula based on the remaining percentage of available points regardless of the Proposals of \$0.00 Rate as per below example.

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

Where N/A or not applicable is entered in a Commercial Response cell or a Commercial Response cell is left blank for the Service, it is deemed to mean that the particular Service will **not be provided** to Customers. Therefore, when evaluating and scoring the Rates, a Proposal specifying N/A or not applicable, or left blank in Appendix C – Commercial Response will receive a zero (0) point allocation for that particular pricing section.

For Category A, Stage III resulting scores for each CSP will be used when determining the cumulative score as described below in Section 3.5.

For Category B, Stage III resulting scores per proposal will be used when determining the cumulative score are described below in section 3.5.

3.5 Stage IV – Cumulative Score

For Category A, at this stage, the scores from Stages II and III for each CSP will be combined for each Eligible Proposal, i.e. the cumulative score for all Eligible Proposals will be evaluated by CSP (e.g. CSP 1 vs. CSP 1).

For Category B, at this stage, the scores from Stages II and III will be combined for each Eligible Proposal.

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

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

3.6 Stage V – Tie Break Process

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

3.7 Stage VI – Negotiations

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

The negotiations may include:

- (a) Products and/or Optional Services;
- (b) Master Agreement management (e.g. performance, KPIs, penalties, reporting);
- (c) Master Agreement terms and conditions;
- (d) Additional references, if required;
- (e) Rates; and,
- (f) Best and Final Offer.

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

OECM intends to complete negotiations within fifteen (15) calendar days after notification. If, for any reason, OECM and a Preferred Proponent fail to reach an agreement within the aforementioned timeframe, OECM may at its sole and absolute discretion (a) request the Preferred Proponent to submit its Best and Final Offer; (b) terminate negotiations with that particular Preferred Proponent; (c) extend the negotiation timeline; or (d) publish one (1) or some of the Supplier, who have executed Master Agreements, within our promotional marketing launch. Other Master Agreements, if successfully negotiated with other Preferred Proponents would be added to OECM's website at a later date.

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

3.8 Stage VII – Master Agreement Finalization

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

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

[End of Part 3]

PART 4 – MASTER AGREEMENT STRUCTURE AND MANAGEMENT

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

4.1 Master Agreement Structure

OECM may, through this RFP process, enter into Master Agreements with up to two (2) Suppliers per proposed CSP for the provision of the Products under Category A and up to three (3) Suppliers under Category B to allow a wide range of Products and Services availability.

The Term is intended to be for three (3) years, with an option in favour of OECM to extend the Term on the same terms and conditions for up to two (2) additional periods of two (2) years each. Performance as set out in Appendix D – 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 a Supplier 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 RFP process is intended to identify Proponents for the purpose of negotiation of potential Master Agreements. The negotiation process is further described in Part 3 – Evaluation of Proposals, and in Section 3.7 of this RFP.

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

4.1.2 Customer's Usage of Master Agreements

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

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

Part Two, the Second Stage Selection Process ("Second Stage") is managed by the Customer or by OECM on the Customer's behalf and is focused on the Customer's specific needs. Depending on the Customer's internal policies, and potential dollar value of the Software Platform and related Services a Customer may:

- (a) Sign a CSA with a Supplier and then immediately obtain Products and Services 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 or by OECM on the Customer's behalf. 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 and Services requirements. If selected by the Customer, the Supplier shall provide the Products and Services 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 Software Platform and related Services or it may request the Supplier to propose appropriate Software Platform and related Services to fulfill the Customer's requirements and any other applicable information. The Customer may negotiate their unique requirements with

the Supplier and mutually agree to additional terms and conditions (e.g. reporting, Rates, payment terms) ensuring the additional terms and conditions are not in any way inconsistent with the 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 and related Services;
- (b) Implementation;
- (c) Customer Support;
- (d) Security; and,
- (e) Final, net Rates. The Rates should be valid for a minimum of 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.

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

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

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

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

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

4.2 Rates

Three (3) type of Rates shall be applicable to Products and Services in the Master Agreements resulting from this RFP and shall be :

- (a) For Category A:
 - i. Minimum percentage discount off MSRP or Supplier's Canadian List price Rates, per CSP, as per Section 1.1 and Section 1.3 of Appendix C – Category A, are firm for the initial Term;
 - ii. Maximum Net Rates for Data Transfer as per Section 1.2 of Appendix C – Category A are firm Rates for the first year of the Master Agreement;
- (b) For Category B:
 - i. Maximum hourly Rates for Services as per Section 1, 2 and 3 of Appendix C – Category B are firm Rates for the first year of the Master Agreement;
- (a) 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,
- (b) Exclusive of the HST, or other similar taxes.

The Supplier may, however, lower its Rates and/or increase the minimum percentage discount off published price for specific Products when the Customer and Supplier mutually agree without affecting the Rates in the Master Agreement.

In extenuating circumstances, OECM may consider a Rate adjustment substantially effecting the provision of Services 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") and/or Commercial Software Price Index provided by Statistics Canada) in its Rates review. The Supplier must submit documentation (i.e. Rate impact analysis) demonstrating how the request affects the delivery of Products and Services 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. However, the Supplier may request a Rate refresh according to the following types of Rates:

- (a) For Category A
 - i. For minimum percentage discount off MSRP or Supplier's Canadian List price, the Supplier shall provide a written notice with supporting documentation at least one hundred and twenty (120) days prior to the expiry date of the initial Term. If a Rate refresh, is not requested, the Rates from the initial Term shall remain in effect until the final expiry of the Master Agreement;
 - ii. For maximum Net Rates, the Supplier shall provide a written notice with supporting documentation to OECM at least one-hundred-and-twenty (120) days prior to the Master Agreements' anniversary date annually if requesting a Rate refresh. If a Rate refresh, is not requested, the Rates from the first year shall remain in effect until the next anniversary of the Master Agreement; and,
- (b) For Category B
 - i. For maximum Hourly Rates, the Supplier shall provide a written notice with supporting documentation to OECM at least one-hundred-and-twenty (120) days prior to the Master Agreements' anniversary date annually if requesting a Rate refresh. If a Rate refresh, for Services, is not requested, the Rates from the initial Term shall remain in effect until the next anniversary of the Master Agreement.

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.

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

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

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

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 and Services ordered after the effective date of the new Rates. The effective date of the Rate change must allow Customers a minimum of thirty (30) 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 and Services at the existing agreed upon Rates.

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

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

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

4.2.3 Optional Process to Add other Products and Related Services

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

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

Additional Resource refresh requests from the Supplier must be for the awarded CSP (for Category A) accompanied by appropriate documentation (e.g. Product description, and rationale for the addition). Additional Resource requests for Category B from the Supplier must be accompanied by appropriate documentation (e.g. Resource description, and rationale for the addition).

Volumes and Supplier’s performance (i.e. as described in Appendix D – Performance Management Scorecard and/or Supplier Recognition Program evaluation results) will be considered when contemplating adding Products, and Services. 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 and Services, will be negotiated at the time ensuring Rate alignment with similar Products and Services currently available on the Master Agreement.

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

4.2.4 Pricing Audit and Management

The Customer, OECM, or OECM on behalf of a Customer, may request Rate audits on Products and Services provided during the Term (including all Rates) of the Master Agreement. The Supplier shall provide supporting documents as deemed acceptable by the Customer, OECM, or OECM on behalf of a Customer within thirty (30) calendar days from the date of the request. The supporting documents for pricing audits may include but are not limited to quotations and final invoices, as applicable.

4.2.5 OECM Geographical Zones

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

- (h) Central Zone;
- (i) East Zone;
- (j) North East Zone;
- (k) North West Zone; and,
- (l) West Zone.

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

4.2.6 OECM Cost Recovery Fee

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

The Supplier shall pay to OECM a CRF of two-point five percent (2.5%) on all Products and Services invoiced by the Supplier to the Customers throughout the Term.

CRF will be calculated as follows:

EXAMPLE OF HOW CRF WILL BE CALCULATED FOR THE SECOND CALENDAR QUARTER WITH A CRF = 2.5%				
Sales per Month	Calculation	CRF	HST	Total CRF Payment to OECM
If Supplier has \$100,000 total sales in April	\$100,000 x 2.5% CRF	\$2,500	\$325	\$2,825
If Supplier has \$200,000 total sales in May	\$200,000 x 2.5% CRF	\$5,000	\$650	\$5,650
If Supplier has \$50,000 total sales in June	\$50,000 x 2.5% CRF	\$1,250	\$162.50	\$1,412.50

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

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

CRF Payments	Payment Date
The first CRF, including any Customer purchases made between the Master Agreement execution date and December 31, 2021 shall be paid to OECM by:	January 14, 2022
The next CRF, including any Customer purchases made between January 1, 2022 to March 31, 2022, shall be paid to OECM by:	April 14, 2022
Subsequent CRF payments shall be paid to OECM on the tenth (10) Business Day following each calendar quarter.	Tenth (10) Business Day in July, October, January and April of each year

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.

4.2.7 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.

4.2.8 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 Master Agreement Management Support to OECM

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

- (a) Assigning to OECM a Supplier Account Executive and team responsible for supporting and overseeing all aspects of the Master Agreement;
- (b) Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- (c) Promoting the Master Agreement within the Customer community;
- (d) Maintaining OECM's and Customer's confidentiality by not disclosing Confidential Information without the prior written consent of OECM and/or the Customer, as the case may be, as further described in Appendix B – Form of Master Agreement;
- (e) Attending business review meetings with OECM to review such information as:
 - i. CSAs and upcoming opportunities; and,
 - ii. Review and monitor performance management compliance;
- (f) Complying with Appendix G – 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 OEM Master Agreements

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

The Supplier will actively promote the Master Agreement to Customers by:

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

OEM 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 OEM as described in Appendix D – Performance Management Scorecard.

4.3.4 OEM's Supplier Recognition Program

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

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

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

Further details will be provided to the Suppliers.

4.3.5 Reporting to OEM

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 OEM and the Preferred Proponent. Other reports may be added, throughout the Term, if mutually agreed upon between OEM and the Supplier, and/or the Customer and Supplier.

[End of Part 4]

PART 5 – TERMS AND CONDITIONS OF THE RFP PROCESS

5.1 General Information and Instructions

Procurement Process Non-Binding

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

- (a) This RFP shall not give rise to any contract A – based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and,
- (b) Neither the Proponent nor 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 RFP.

Non-Binding Rates

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

5.1.1 RFP Timetable

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

RFP Timetable	
Event	Time/Date
OECM's Issue Date of RFP:	June 22, 2021
Proponent's Information and OTP Demonstration Session:	2:00 pm on June 29, 2021
Proponent's Deadline to Submit Questions:	5:00 pm on July 8, 2021
OECM's Deadline for Issuing Answers:	July 15, 2021
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on July 21, 2021
Revised OECM's Deadline for Issuing Documents:	August 11, 2021
Revised Closing Date:	2:00:00 pm on August 24, 2021
Anticipated Master Agreement Start Date:	November 2021

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

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

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

5.1.2 Proponent's Information and OTP Demonstration Session

The Proponent may, but is not required to, participate in the Proponent's Information and OTP Demonstration Session, which will take place at the time set out in Section 5.1.1.

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

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

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

Information provided during this session will be posted on OTP.

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

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

5.1.3 Proponent to Follow Instructions

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

5.1.4 OECM's Information in RFP Only an Estimate

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

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

5.1.5 Proponent's Costs

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

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

5.2 Communication after RFP Issuance

5.2.1 Communication with OECM

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

If the Proponent fails to comply with the requirement to direct all communications to OECM through OTP, it may be disqualified from this RFP process. Without limiting the generality of this provision,

Proponents shall not communicate with or attempt to communicate with the following as it relates to this RFP:

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

5.2.2 Proponent to Review RFP

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

- (a) Shall report any errors, omissions or ambiguities; and,
- (b) May direct questions or seek additional information on or before the Proponent's Deadline to Submit Questions to OECM.

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

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

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

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

To ensure the Proponent clearly understand issued addenda, OECM allows Proponents to ask questions related to addenda, and question and answer documents. Refer to Section 5.1.1 for timelines.

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

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

5.2.3 Proponent to Notify

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

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

The Proponent shall not:

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

5.2.4 All New Information to Proponents by way of Addenda

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

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

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

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

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

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

5.3 Proposal Submission Requirements

5.3.1 General

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

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

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

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

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

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

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

5.3.2 Proposal in English

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

5.3.3 Proposal Submission Requirements

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

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

Appendix/Form Title	OTP Envelope	Complete Form within OTP	Complete Appendix and Upload to OTP
Form of Offer	Qualification	√	
Compliance with Form of Master Agreement	Qualification	√	
Technical Response	Technical	√	
Appendix C – Commercial Response (in Microsoft Excel format only) for Category A and/or Category B, if applicable	Commercial		√
Appendix I – CSP Authorized Reseller Letter	Qualification		√

5.3.4 Other Proposal Considerations

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

- (a) Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored;
- (b) Completely address, on a point-by-point basis, each Technical Response question in Technical Response. Technical Responses left blank and/or unanswered will receive a score of zero (0). Refer to Section 3.3;
- (c) Information attached as part of the Commercial Envelope in OTP will not be considered as part of the evaluation of Stage II - Technical Response. Refer to Section 3.3; and,
- (d) The Proposal should be complete in all respects. Proposal evaluation and scoring applies only to the information contained in the Proposal, or accepted clarifications as set out in Section 5.3.13 Clarification of Proposals.

5.3.5 Proposal Receipt by OECM

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

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

5.3.6 Withdrawal of Proposal

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

5.3.7 Amendment of Proposal on OTP

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

5.3.8 Completeness of Proposal

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

5.3.9 Proposals Retained by OECM

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

5.3.10 Acceptance of RFP

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

5.3.11 Amendments to RFP

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

5.3.12 Proposals will not be Opened Publicly

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

5.3.13 Clarification of Proposals

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

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

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

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

5.3.14 Verification of Information

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

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

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

5.3.15 Proposal Acceptance

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

5.3.16 RFP Incorporated into Proposal

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

5.3.17 Exclusivity of Contract

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

5.3.18 Substantial Compliance

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

5.3.19 No Publicity or Promotion

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

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

5.4 Negotiations, Timelines, Notification and Debriefing

5.4.1 Negotiations with Preferred Proponent

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

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

If the Preferred Proponent and OECM cannot execute the Master Agreement within the allotted twenty (20) days, OECM will, as described in Section 3.7 and 3.8, be at liberty to extend the timeline, request the Preferred Proponent to submit its Best and Final Offer, terminate discussions/negotiations with the Preferred Proponent, or publish one (1) or some of the Suppliers, who have executed Master Agreements within OECM's promotional marketing launch. Other Master Agreements, if successfully negotiated with other Preferred Proponents would be added to OECM's website at a later date.

5.4.2 Failure to Execute a Master Agreement

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

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

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

5.4.3 Master Agreement

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

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

5.4.4 Notification to Other Proponents

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

5.4.5 Debriefing

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

5.4.6 Bid Dispute Resolution

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

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

A protest in writing should include the following:

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

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

5.5 Prohibited Communications, and Confidential Information

5.5.1 Confidential Information of OECM

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

- (a) Remains the property of OECM and shall be removed from OECM's premises only with the prior written consent of OECM;
- (b) Must be treated as confidential and shall not be disclosed except with the prior written consent of OECM;

- (c) Must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement; and,
- (d) Must be returned to OECM upon request.

5.5.2 Confidential Information of the Proponent

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

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

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

5.5.3 Proponent's Submission

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

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

5.5.4 Personal Information

Personal Information shall be treated as follows:

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

5.5.5 Non-Disclosure Agreement

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

5.5.6 Freedom of Information and Protection of Privacy Act

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

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

5.5.7 Intellectual Property

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

5.6 Reserved Rights and Governing Law of OECM

5.6.1 General

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

- (a) Make public the names of any or all Proponents;
- (b) Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information, if accepted, into the Proposal, at OECM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- (c) Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in OECM's sole and absolute discretion;
- (d) Verify with any Proponent or with a third party any information set out in a Proposal;
- (e) Check references other than those provided by Proponents;
- (f) With supporting evidence, disqualify any Proponent on grounds such as:
 - i. Bankruptcy or insolvency;
 - ii. False declarations;
 - iii. Significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior agreement or agreements;
 - iv. Final judgments in respect of serious crimes or other serious offence; or,
 - v. Professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent;
- (g) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- (h) Disqualify any Proponent whose Proposal is determined by OECM to be non-compliant with the requirements of this RFP;
- (i) Disqualify a Proposal based upon the past performance or on inappropriate conduct in a prior procurement process, or where the Proponent has or the principals of a Proponent have previously breached an agreement with OECM, or has otherwise failed to perform such agreement to the reasonable satisfaction of OECM (i.e. has not submitted required reporting and/or cost recovery fees to OECM);
- (j) Disqualify any Proponent, who, in relation to this RFP or the evaluation and selection process, has engaged directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the Supplier.
- (k) Disqualify the Proponent who has been charged or convicted of an offence in respect of an agreement with OECM, or who has, in the opinion of OECM, engaged in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion, unethical conduct, including lobbying as described above or other forms of deceitfulness, or other inappropriate communications offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of OECM, or where the Proponent

reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM;

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

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

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

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

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

5.6.2 Rights of OECM – Proponent

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

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

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

5.6.3 No Liability

The Proponent agrees that:

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

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

5.6.4 Assignment

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

5.6.5 Entire RFP

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

5.6.6 Priority of Documents

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

5.6.7 Disqualification for Misrepresentation

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

5.6.8 References and Past Performance

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

5.6.9 Cancellation

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

5.6.10 Competition Act

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

5.6.11 Trade Agreements

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

For more information, refer to the following:

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

5.6.12 Governing Law

The terms and conditions in this Part 5:

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

[End of Part 5]

APPENDIX A – DEFINITIONS

Definitions

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

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

“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;

“Authorized Reseller” means an IT service provider that has been authorized by a Cloud Service Provider to act as an intermediary between the Cloud Service Provider and its customers.

“Android” refers to the mobile operating system developed by Google which is based on a modified version of the Linux kernel and incorporates other open source software and is designed primarily for touchscreen mobile devices such as smartphones and tablets.

“Application Programming Interface” or **“API”** is a set of routines, protocols, and tools for building software applications.

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

“Broader Public Sector” or **“BPS”** means:

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

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

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

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

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

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

“Confidential Information” means confidential information of OECM and/or any Customer (other than confidential information which is disclosed to the Preferred Proponent in the normal course of the RFP) where the confidential information is relevant to the Deliverables required by the RFP, its pricing or the RFP evaluation process, and includes all information concerning the business or affairs of the party or its directors, governors, trustees, officers or employees that is of a confidential nature, which information if in written or other tangible form, is clearly designated as confidential, or if disclosed orally, is designated as confidential in a written memorandum delivered by the disclosing party promptly following such disclosure. For the purposes of greater certainty, Confidential Information shall:

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

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

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

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

“Cost Recovery Fee” or **“CRF”** means a fee, which contributes to the recovery of 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;

“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 RFP;

“**Central Processing Unit**” or “**CPU**” refers to the unit which performs the processing inside a computer. The CPU may consist of one or more processor cores.

“**Cloud**” or “**Cloud Computing**” is defined by the National Institute of Standards and Technology (NIST) as a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. Additionally, Cloud Computing includes the following five essential characteristics: on-demand self-service, broad network access, resource pooling, rapid elasticity or expansion and measured service.

“**Cloud Computing Services**” in the context of this RFP, include IaaS and PaaS.

“**Cloud Security Alliance**” or “**CSA**” is a leading organization dedicated to promoting the use of best practices for securing cloud computing environments.

“**Cloud Service Provider**” or “**CSP**” refers to an organization that offers Infrastructure as a Service (IaaS) or Platform as a Service (PaaS). The Cloud Service Provider is the owner of the Cloud Computing infrastructure offering a cloud-based platform, infrastructure, application or storage services and is distinct from Resellers, who may be authorized to resell the Cloud Computing Services.

“**DevOps**” means a rapid IT service delivery method which is achieved through the adoption of agile, lean practices in the context of a system-oriented approach. DevOps seeks to improve collaboration between operations and development teams. DevOps implementations utilize technology — especially automation tools that can leverage an increasingly programmable and dynamic infrastructure from a life cycle perspective.

“**Deliverable(s)**” means all Products, and Services 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 Proposal**” means a Proposal that meets or exceeds the prescribed requirement, proceeding to the next stage of evaluation;

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

“**FedRAMP**” or “**Federal Risk and Authorization Management Program**”, means an assessment and authorization process which United States federal agencies have been directed by the United States Office of Management and Budget to use to ensure security is in place when accessing Cloud Computing Products and Services.

“**GO-ITS**” refers to official publications on the guidelines, preferred practices, standards and technical reports adopted by the Ontario Public Service under the delegated authority of the Management Board of Cabinet (MBC).

“**Graphical User Interface**” or “**GUI**” refers to the visual way of interacting with a computer.

“**Hyper-Text Transfer Protocol**” or “**HTTP**” is the underlying protocol of the world wide web.

“**I/O**” refers to data input and output.

“**iOS**” refers to the Apple iOS mobile operating system.

“**Infrastructure-as-a-Service**” or “**IaaS**” is a form of Cloud Computing which provides virtualized, on-demand, elastic, and measured computing resources over the internet.

“**Internet Protocol**” or “**IP**” provides a standard set of rules for sending and receiving data over the Internet.

“**ISO/IEC 27001**” refers to the information security standard, part of the ISO/IEC 27000 family of standards published by the joint technical committee of the International Organization for Standardization and the International Electrotechnical Commission.

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

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

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

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

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

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

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

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

“**Product**” or “**Resources**” means all Cloud computing technology including IaaS, PaaS, XaaS, applications, services or resources made available to users on demand via the Internet from a CSP’s servers as contrasted with such applications, services or resources being made available from a person or entity’s on-premises servers to be provided by the Supplier as part of Category A, under the Master Agreement, and includes everything that is necessary to be supplied, provided or delivered by the Supplier;

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

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

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

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

“**Platform as a Service**” or “**PaaS**” is a Cloud Computing model in which the Cloud Service Provider hosts the hardware and software development tools and environment to allow developers to build applications and services over the internet.

“**Private Cloud**” means that the Cloud Computing Services are for the exclusive use of a single organization and its business units.

“**Public Cloud**” means that the Cloud Computing Services are available for use by the public.

“**Random Access Memory**” or “**RAM**” means a type of computer *memory* that can be accessed *randomly*; that is, any byte of *memory* can be accessed without touching the preceding bytes.

“**Rates**” means the maximum prices in Canadian funds, for the Cloud Technology and Related Services as set out in the Proponent’s submitted Appendix C - Commercial Response;

“Request for Proposals” or **“RFP”** means this Request for Proposals #2019-376 issued by OECM, including all appendices and addenda thereto;

“Secure Socket Layer” or **“SSL”** means encrypted link between a server and a client.

“Security Assertion Markup Language” or **“SAML”** is an open standard that allows security credentials to be shared by multiple computers across a network.

“Service Catalogue” means a list of all generally available Products and Services of a Cloud Service Provider, together with their fees, published by or on behalf of the Cloud Service Provider.

“Service Organization Controls Report 1” or **“SOC 1”** is a report on controls which describes and organization’s internal control over financial reporting.

“Service Organization Controls Report 2” or **“SOC 2”** is a report which describes the organization’s controls relevant to operations and compliance.

“Service Organization Controls Report 3” or **“SOC 3”** is a report that report outlines information related to an organization's internal controls for security, availability, processing integrity, confidentiality or privacy.

“Service” means all related professional services to be provided or performed by the Supplier, under the Master Agreement as part of Category B, and includes everything that is necessary to be supplied, provided or delivered by the Supplier;

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

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

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

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

“Term” has the meaning set out in Part 1 – Deliverables of this RFP;

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

“User Acceptance Testing” or **“UAT”** is the final phase in a software development process in which the software is given to the intended audience to be tested for functionality as part of the application development and testing and release lifecycle.

“User Interface” or **“UI”** is the means by which the user and a computer system interact with input devices and software.

“Virtual Local Area Network” or **“VLAN”** is a logical subnetwork that groups together a collection of devices from different physical LANs.

“Virtual Machine” or **“VM”** is a software program or operating system that not only exhibits the behavior of a separate computer but is also capable of performing tasks such as running applications and programs like a separate computer.

“Wide Area Network” or **“WAN”** is a network that exists over a large-scale geographical area.

“Workflow” has the meaning of enabling automated multi-step processes; and,

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

APPENDIX B – FORM OF MASTER AGREEMENT

This appendix is posted as a separate PDF document.

APPENDIX C – COMMERCIAL RESPONSE

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

APPENDIX D – PERFORMANCE MANAGEMENT SCORECARD

Master Agreement performance means that 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 Services at competitive Rates.

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

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

- (a) On-time delivery of high-quality Cloud Technology and related Professional Services 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 D – 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 Master Agreement aiding the adoption of the Master Agreement.

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

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

During the Term, the Supplier shall collect and report the agreed upon performance measures as requested by OECM. The Performance Management Scorecard and other performance indicators will be used to measure the Supplier’s performance throughout the Term, ensuring Customers receive Services deemed acceptable and delivered 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 Services to the Master Agreement;
- (c) Master Agreement extensions; and,
- (d) Master Agreement termination.

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

The key performance indicators (“KPIs”) include but are not limited to the following:

Supplier Performance Measures			
Key Performance Indicator	Performance Measurement	Performance Goal	Penalties
Customer Satisfaction – Customer Rating for Service	High level of satisfaction from annual Customer survey	98% or greater	As per Customer’s requirements

Technical Support Response Time	Response time of less than 2 Business Days	98% or greater	
Issue Resolution	Within 48 Hours	98% or greater	
Customer Issues – Number of Customer’s complaints	Total Customer complaints annually out of total client requests	Less than 2%	
Disaster Recovery	Ability to recover the systems in the event of a disaster, with all systems functional and effectively working.	2 to 8 hours	
Service Desk Availability	Response time by a service desk agent to an inquiry received via phone, email, web site, or fax during the business hours (7 days per week, 12 months per year)	99.9% minimum	

OECM – Specific Performance Measures		
Key Performance Indicator	Performance Measurement	Performance Goal
Integrated Reporting Template Remittance	On time	98% of the time
Executed CSA’s sent to OECM within 30 days of execution	On time	98% of the time
Cost Recovery Fee Payment Remittance	Day of	98% of the time
Response Time to OECM Inquiries		98% of the time

During the business review meetings, OECM will review the KPIs and Supplier Recognition Program results with the Supplier.

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

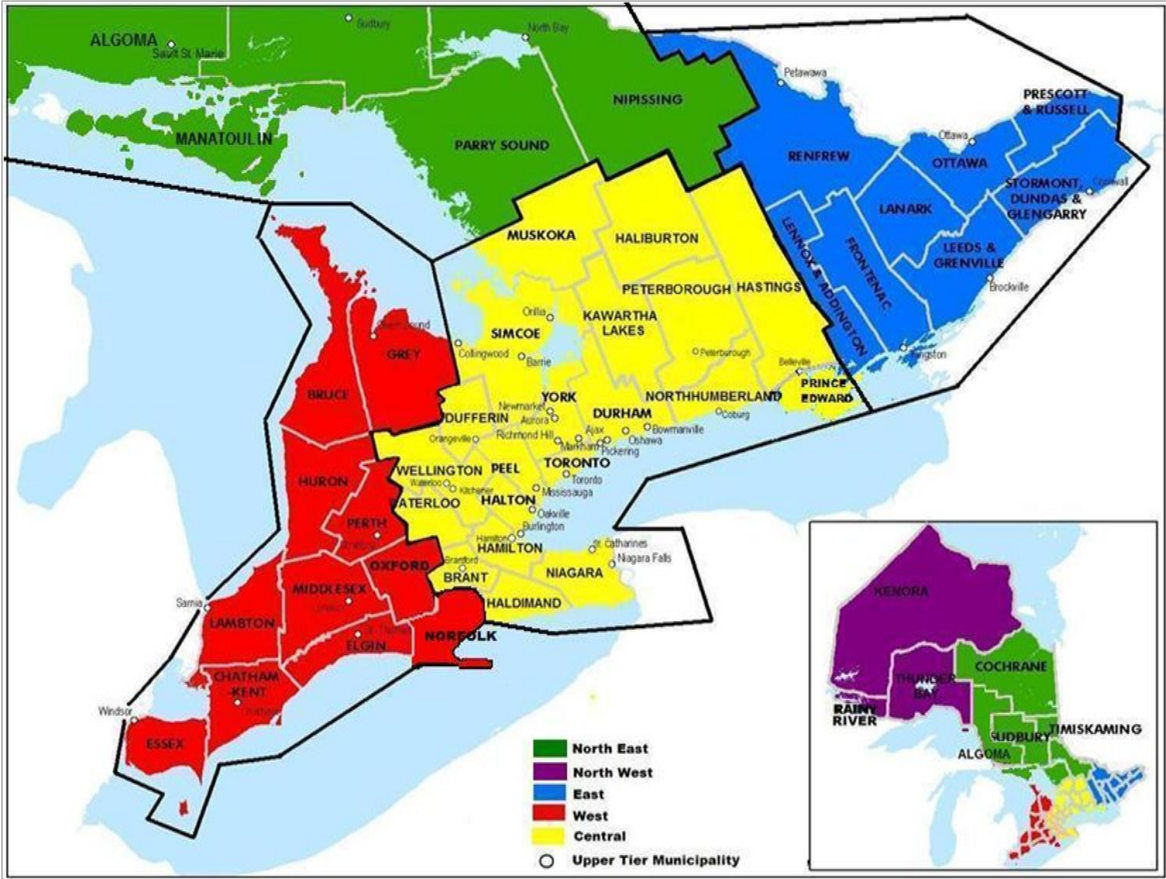
A Customer may, when executing a CSA, seek other KPIs.

Penalties and Rewards

The Supplier shall be responsible for all liquidated damages incurred by the Customers as a result of Supplier’s failure to perform according to the Master Agreement and/or Customer-Supplier Agreement. 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 E – OEMC GEOGRAPHICAL ZONES

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



APPENDIX F – REPORTING REQUIREMENTS

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

Supplier Reporting Requirements		
Reports	Frequency	Due Date
<u>Integrated Reporting Template</u>		
1. Sales Report including, but not limited to: <ul style="list-style-type: none"> (a) Customer's name; (b) Invoice number and date; (c) Service description; (d) Quantity purchased; (e) List Price (MSRP); (f) Discount Percentage; (g) Net Rate; (h) Total Rate per Service/per diem; (i) Savings (i.e. list Rate minus discount, net Rate, savings); and, (j) Cost Recovery Fees and HST. 	Monthly	8th Business Day
2. CSA Status Report including, but not limited to: <ul style="list-style-type: none"> (a) The number of executed CSAs; and, (b) CSAs pending execution. 		
3. Optional Second Stage Report including, but not limited to: <ul style="list-style-type: none"> (a) Customer's name; (b) Reference number; (c) Number of requests received and submitted; (d) Resulting savings; and, (e) Status (e.g. complete, due date to return to Customer). 		
<u>Performance Reporting</u>		
1. Key Performance Indicators ("KPIs") Report - As set out in Appendix D – Performance Management Scorecard	Quarterly (calendar)	8th Business Day following each quarter
<u>Other Reports:</u>		
Specific Customer Reports - As requested (e.g. spend)	As requested	As requested
OECM Ad Hoc Reports - As requested and mutually agreed upon	As requested	As requested

Final reporting requirements will be determined during negotiations.

APPENDIX G – CODE OF CONDUCT

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

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

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

Also, the Supplier shall:

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

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

The Supplier is expected to:

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

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

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

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

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

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

APPENDIX H – 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 I – CSP AUTHORIZED RESELLER LETTER