



Savings | Choice | Service

EDUCATIONAL FURNITURE AND RELATED SERVICES

REQUEST FOR PROPOSALS NUMBER #2022-410

Request for Proposals Issued On: Wednesday, October 5, 2022

Proponent's Information & OTP Demonstration Session: 2:00 pm on Thursday, October 13, 2022

Proponent's Deadline to Submit Questions: 5:00 pm on Wednesday, October 19, 2022

**Proponent's Deadline to Submit Questions Related to
Addenda & Question and Answer Documents:** 5:00 pm on Wednesday, October 26, 2022

Closing Date: 2:00:00 pm on Tuesday, November 8, 2022 local time in Toronto, Ontario, Canada

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

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

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PART 1 – INTRODUCTION

This non-binding Request for Proposals (“RFP”) is an invitation to obtain Proposals from qualified Proponents for Educational Furniture (“Products”) and Related Services (“Services”) requirements as described in Part 2 – The Deliverables and Part 4 – Master Agreement Structure and Management.

Proposal will be accepted from a proponent who is an Original Equipment Manufacturer (“OEM”) or an Authorized Reseller.

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

- (a) Category A – Traditional Classroom and Collaborative Learning Furniture;
- (b) Category B – Specialty Classroom Furniture for the National Capital Region;
- (c) Category C – Learning Commons Furniture; and,
- (d) Category D - Early Learning Furniture and Related Accessories.

A Proponent may submit proposal for any one (1), two (2), three (3) or all four (4) Categories. If a Proponent is an authorized reseller, it may propose Products from one (1) or many OEM's. Each Category will be evaluated, scored, and awarded independently.

OECM intends to award one (1) or more Master Agreements, 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 one (1) year each.

This RFP is issued by OECM.

1.1 Objective of this RFP

The objective of this RFP is to reduce the costs of competitive procurement processes associated with the Deliverables in this RFP on an ongoing basis (i.e. fewer competitive procurement documents issued by Customers) and to award Master Agreements to qualified Suppliers that provide:

- (a) Provide a wide selection of high-quality Products and Services in a timely manner, demonstrating value for money;
- (b) Provide access to new trends in educational furniture, collaborative and active learning;
- (c) Executing new agreements in a timely manner to ensure continuity of products and services for our customers;
- (d) Provide Customers with professional and responsive design services, customer support and account management; and
- (e) Work in a cooperative manner with Customers, are flexible, and innovative in providing quality Products and Services.

1.2 OEM and Reseller Status

The Proponent must be an OEM or an Authorized Reseller for proposed OEM Products and/or Services.

If the Proponent is an Authorized Reseller the Proponent must upload a letter issued and signed by the OEM substantiating the Proponent's accreditation and good standing in the Qualification Envelope on OTP as further described in Appendix J – Reseller Authorization Letter.

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

1.3 Project Background and Historical Spend

OECM issued a request for proposal in January 2018 and awarded ten (10) suppliers in June 2018 across 4 categories. The agreement expires on May 31, 2023.

Currently, there are about hundred (100) unique Customers using these existing agreements:

- (a) Fifty-eight (58) School Boards;
- (b) Eight (8) Colleges;
- (c) Five (5) Universities; and,
- (d) Twenty-eight (28) other BPS organizations.

Approximate purchases through the/these existing agreement/agreements from June 2018 to June 2022 are approximately forty-one million dollars (\$41,000,000).

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 Customers were involved with the development of the requirements set out in this RFP:

- (a) Brant Haldimand Norfolk Catholic District School Board;
- (b) FRANCOachat;
- (c) Ottawa Catholic School Board;
- (d) Ottawa Carleton District School Board;
- (e) Toronto Catholic District School Board; and,
- (f) Trillium Lakelands DSB.

The above Customers are **not**, in any way, committed to participating in the Master Agreement 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 June 2022, one thousand, one hundred and ninety-six (1196) Customers were using one (1) or more OECM agreements with a cumulative spend of more than two billion dollars over the last ten (10) 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" relates to a requirement that OECM would like the Supplier to fulfil; and,
 - iii. The term "will" describes a procedure that is intended to be followed.

[End of Part 1]

PART 2 – THE DELIVERABLES

This Part of the RFP describes the Educational Furniture (“Products”) and Related Services (“Services”) Deliverables which will be incorporated into the final Master Agreement.

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.

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

2.1 Description of Deliverables

The Supplier will provide a broad range of Products and related Services that are available to meet the furniture needs of Customers in the following four (4) Categories:

- (a) Category A – Traditional Classroom and Collaborative Learning Furniture;
- (b) Category B – Specialty Classroom Furniture for the National Capital Region;
- (c) Category C – Learning Commons Furniture; and,
- (d) Category D – Early Learning Furniture and Related Accessories.

The Proponent may choose to submit a Proposal for one (1) or two (2) or three (3) or all four (4) Categories.

The Proponent is advised that OECM and Customers may currently or in the future have separate agreements with other suppliers for Products and Services partially covered in this RFP (e.g. furniture and related services).

Refer to the following table for Category specific requirements and the corresponding RFP sections:

Category	RFP Sections
Category A – Traditional Classroom and Collaborative Learning Furniture	Section 2.2.1
Category B – Specialty Classroom Furniture for the National Capitol Region	Section 2.2.2
Category C – Learning Commons Furniture	Section 2.2.3
Category D – Early Learning Furniture and Related Accessories	Section 2.2.4
Applicable to all Categories	Section 2.3 to 2.20

2.2 Product Category

2.2.1 Category A – Traditional Classroom and Collaborative Learning Furniture

The Supplier shall provide Products and Services to Customers throughout the province of Ontario.

The Supplier shall provide furniture Products of the following types, but not limited to:

(a) Seating:

- i. Chairs with tablet arm;
- ii. Stackable chairs;
- iii. Stools;

- iv. Swivel; and,
- v. Task chair.

(b) Desks:

- i. Combination;
- ii. Lectern Stand;
- iii. Open Front;
- iv. Standing;
- v. Teacher's desk; and,
- vi. Study carrels.

(c) Tables:

- i. Cafeteria;
- ii. Collaborative;
- iii. Computer;
- iv. Folding;
- v. Nesting; and,
- vi. Wheelchair accessible.

(d) Storage and Accessories:

- i. Filling cabinets;
- ii. Lockers;
- iii. Movable cabinets with lockers;
- iv. Shelving; and,
- v. Whiteboards.

The Supplier should provide both Core Products and Non-Core Products as more fully described in Section 2.3.1 Core Products, Section 2.3.2 Non-Core Products and Appendix C-A – Commercial Response for Category A.

The Supplier shall also provide Services as more fully described in **Section 2.7 Related Services**.

2.2.2 Category B – Specialty Furniture for the National Capital Region

The Supplier shall provide Products and Services to Customers in the East Zone.

The Supplier should provide Specialty furniture Products of the following types, but not be limited to:

(a) Seating:

- i. Bistro Chairs;
- ii. Nesting / Stacking Chairs;
- iii. Stacking Tools;
- iv. Rocker chairs; and,

- v. Dollies.

(b) Desks:

- i. Collaborative;
- ii. Combination;
- iii. Open Front;
- iv. Sit-Stand;
- v. Standing; and,
- vi. Study carrels.

(c) Tables:

- i. Activity;
- ii. Bistro; and
- iii. Cafeteria.

(d) Storage and Other Accessories:

- i. Filling cabinets;
- ii. Lockers;
- iii. Shelving; and,
- iv. Whiteboards.

The Supplier should provide both Core Products and Non-Core Products as more fully described in Section 2.3.1 Core Products, Section 2.3.2 Non-Core Products and Appendix C-B – Commercial Response for Category B.

The Supplier shall also provide Services as more fully described in Section 2.7 Related Services.

2.2.3 Category C – Learning Commons Furniture

The Supplier shall provide Products and Services to Customers throughout the province of Ontario.

The Supplier shall provide furniture Products of the following types, but not limited to:

(a) Seating:

- i. Chairs and Stools;
- ii. Floor cushions and bean bag chairs;
- iii. Lounge furniture; and;
- iv. Soft seating;

(b) Tables:

- i. Café tables;
- ii. Collaborative tables; and,
- iii. Occasional tables.

(c) Storage and Accessories:

- i. Bookshelf; and,
- ii. Picture book display.

(d) Other:

- i. Circulation & information desks; and,
- ii. Whiteboard.

The Supplier should provide both Core Products and Non-Core Products as more fully described in Section 2.3.1 Core Products, Section 2.3.2 Non-Core Products and Appendix C-C – Commercial Response for Category C.

The Supplier shall also provide Services as more fully described in Section 2.7 Related Services.

2.2.4 Category D – Early Learning Furniture and Related Accessories

The Supplier shall provide Products and Services to Customers throughout the province of Ontario.

The Supplier shall provide furniture Products of the following types, but not limited to:

(a) Seating:

- i. Stools;
- ii. Stacking;
- iii. Wooden; and,
- iv. Rocking Chairs.

(b) Tables:

- i. Activity;
- ii. Wooden;
- iii. Sand and Water and Accessories;
- iv. Folding; and,
- v. Computer.

(c) Storage and Accessories:

- i. Storage Unit;
- ii. Shelving;
- iii. Lockers; and,
- iv. Bins and organizers.

(d) Art and Accessories:

- i. Easels;
- ii. Drying Rack; and,
- iii. Cart.

(e) Dramatic Play:

- i. Living Room;

- ii. Kitchen;
- iii. Mirror; and,
- iv. Dress up.

(f) Block Play:

- i. Wooden Hollow;
- ii. Wooden Unit;
- iii. Sensory; and,
- iv. Foam Unit.

(g) Costs and Mats:

- i. Cot;
- ii. Cot Carrier;
- iii. Mat; and
- iv. Mat Carrier.

(h) Outdoor Play:

- i. Tricycle;
- ii. Scooter; and,
- iii. Wagon.

(i) Others

- i. Carpets.

The Supplier should provide both Core Products and Non-Core Products as more fully described in Section 2.3.1 Core Products, Section 2.3.2 Non-Core Products and Appendix C-D – Commercial Response for Category D.

The Supplier shall also provide Services as more fully described in **Section 2.7 Related Services**.

2.3 Description of Core and Non-Core Products

2.3.1 Core Products

Core Products are high usage Products commonly used by OECM Customers and are applicable to all Categories in this RFP.

Appendix C-A, Appendix C-B, Appendix C-C and Appendix C-D – Commercial Response sets out the list of Core Products for their respective Category. It is not, however, in any way, an exhaustive listing of all Products required by Customers from the Agreement resulting from this RFP.

The Core Product list may be adjusted as set out in **Section 4.6** Optional Process to Add Other Products and related Services.

2.3.2 Non-core Products

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

The Non-Core Product list may be adjusted as set out in **Section 4.6** Optional Process to Add Other Products and related Services.

2.4 Industry Standards

The Supplier shall provide Products for all Categories that meet or exceed all applicable standards, including but not limited to the following:

- (a) Canada Consumer Product Safety Act;
- (b) American National Standards Institute / Business & Institutional Furniture Manufacturer's Association (ANSI/BIFMA) Desk Products (x5.5.2014), Lounge Seating (x5.4.2012) or Educational Seating (x6.1.2012) or others, or equivalent, as applicable;
- (c) Greenguard Indoor Air Quality requirements, or equivalent;
- (d) Flammability requirements;
- (e) Province of Ontario building and Ontario Hydro codes where applicable to the installation and hook-up of all electric requirements;
- (f) Occupational Health and Safety Standards; and,
- (g) WHMIS legislation.

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

Other industry standards, if applicable, may be required during the Term.

2.5 Product Performance Requirements

2.5.1 Durability

- (a) Products should maintain durability while functioning well with heavy use in an institutional environment;
- (b) Products should maintain their original appearance over the expected life, with normal wear and tear as mutually agreed upon by the Customer and the Supplier;
- (c) Finishes and constructions of the Products should have the ability to take impact from normal move, disassemble, reassemble without reducing the expected life, if applicable; and
- (d) Products should be designed to prevent parts from being removed without the aid of required tools.

2.5.2 Product Safety

- (a) Products should be designed to be safe for the intended audience (i.e. eliminate tip-overs, minimize pinch points);
- (b) Products should be made with hygienic materials; and,
- (c) Products should be easily transported by one to two (1 - 2) individuals.

2.5.3 Ease of Use

- (a) Products, where appropriate, should be flexible to allow for easy changeability within the classroom, library, cafeteria and/or building environments, within a variety of configurations, over the expected life;
- (b) Where possible, Products should be easy to move (e.g. easy roll casters, light weight); and,
- (c) Products should be easily reconfigured, as required.

2.5.4 Ease of Maintenance

- (a) Products should be easily maintained (e.g. cleaning) during its expected life;
- (b) Features such as moisture resistance, or a moisture barrier, antimicrobial properties, and/or bacterial resistant may be requested by the Customer, where appropriate; and,
- (c) Fabrics/textiles should repel stains as well as release stains;
- (d) Products should allow Customers to clean the surrounding area easily.

2.6 Ergonomic Considerations

If required by the Customer, the Supplier should provide a variety of ergonomic Products designed with adjustment features that can be utilized by a broad range of users with different ages, heights, sizes, usage and physical requirements. Ergonomic Products may include arms/holders/supports, footrests, height adjustable desks, keyboard trays, monitor risers, seating, sit stands, height adjustable desks, task lighting.

If requested by the Customer, the Supplier shall provide ergonomic training/demonstrations and /or Product literature at no additional cost to the Customer.

The Supplier will identify these ergonomic Products and/or options to Customers and OEMC throughout the Term as they become available.

2.7 Related Services

The Supplier may be requested by Customers to provide the following Services during the Term of the Agreement:

2.7.1 Consultation, Education and Training Services

During the Term of the Agreement, the Customers may require assistance on Product selection, quantity, placement and/or use. The Supplier may supply the Customer with in person consultation, information packages, video links, webinars and/or training sessions, or other training material and options as appropriate at no additional cost to the Customer.

2.7.2 Regular Installation, On-Site Assembly and Set in Place Services

The Supplier shall deliver, unpack, install and/or assemble Products at Customer's locations as required. The Supplier shall meet Customer's requirements (i.e. collective agreements) including but not limited to the following:

- (a) Follow Customer's instruction and procedures to coordinate delivery and/or installation;
- (b) Provide one (1) point of contact for all installations;
- (c) Schedule deliveries within Business Days. Delivery windows may not exceed four (4) hours;
- (d) Transport Products to approximately five (5) separate rooms within the same location;
- (e) Transport Products up or down approximately two (2) flights of stairs;
- (f) Accommodate locations with no elevator access;
- (g) Assemble Products as per Customer's request, following manufacturer's instructions;
- (h) Remove, dispose of and/or recycle all packaging materials;
- (i) Ensure minimal disruption to Customer;
- (j) Comply with general labour requirements (e.g. applicable collective agreement); and

- (k) Comply with the requirements of codes, by-laws and regulations (e.g. WSIB, the Ontario Electrical Code).

If any of the Products are found to be damaged or not ready for use during installation, on-site assembly or after the packaging material has been removed, the Supplier shall inform the Client's designated person (e.g. the person who placed the order, the project manager) immediately for arranging returns and delivery of new Products at no charge to the Client.

The Supplier shall provide their maximum pricing for this Service as indicated in the Appendix - C Commercial Response. The Supplier and Client will agree to any Rates for Installation, On-Site Assembly and Set in Place Services that meet the requirements set out above.

2.7.3 Deficiencies

Upon the completion of installation and/or other related Services, the Supplier and Customer will conduct a final inspection and identify any deficiencies to be repaired.

The Supplier should provide a deficiency list within twenty-four (24) to forty-eight (48) hours after the final inspection together with a work plan to repair or resolve the deficiencies with timelines to Customer, if required, at no cost to Customer.

The Supplier shall provide a temporary solution to Customer at no cost to Client, if required by Customer.

2.7.4 Product Adjustment Services

Customer may require Products to be adjusted prior to delivery or at the time of installation. The Customer will advise the Supplier, at time of placing the order, if this Service is required.

The Supplier shall provide their maximum pricing for this Service as indicated in in Appendix C – Commercial Response.

2.7.5 After Hours Installation

In situations where the Supplier is required to accommodate Customer's schedule (e.g. schedule to meet project deadline, class schedule) to carry out installation outside of a Business Day (i.e. evening, weekend and/or holiday), the associated cost, if any, must be provided to Customer for prior approval.

The Supplier shall provide their maximum pricing for this Service as indicated in Appendix C – Commercial Response.

2.7.6 Site Clean Up

The Supplier shall clean up the site and restore the impacted area completely to Customer's satisfaction before the completion of installation and/or other related Services.

All packing and crating refuse shall be either reused or disposed of in an appropriate, environmentally sound manner (e.g. dispose of at a Ministry of Environment approved recycling facility) at the expense of the Supplier. The Supplier shall provide proof of environmentally sound disposal practices at Customers request at no cost to Customer.

The Supplier shall provide their maximum pricing for this Service as indicated in Appendix C – Commercial Response.

2.7.7 Product Storage Services

To accommodate a Customer's project schedule, the Supplier should provide storage (i.e. on site container, at Supplier's facility or other facility) for Customers as required.

Grace period refers to the length of time (i.e. calendar days) where storage is provided at no cost to Customers.

In situations where storage cost will occur on top of the proposed grace period, the Supplier shall provide cost to Customer for prior approval. The Supplier is expected to support Customer's project schedule, at the best of its ability under reasonable and extenuating circumstances.

The Supplier shall provide their maximum pricing for this Service as indicated in Appendix C – Commercial Response.

2.7.8 Space Planning and Design Services

The Supplier shall provide space planning and design Services at Customer's request. Services required will depend on Customer specific needs and include, but are not limited to:

- (a) Conducting site measurements (which may include site visits) and providing drawings in at least 2D and 3D views, in an acceptable format (i.e. CAD) as required;
- (b) Product selections that ensure Customer's needs are met. Considerations include, but are not limited to:
 - i. Customer Product standards that may exist;
 - ii. Usage of space;
 - iii. Student makeup of class, including students with special needs;
 - iv. Aesthetics;
 - v. Integrating new furniture types and technology, as requested; and,
 - vi. Budget constraints.
- (c) Consultative approach ensuring Customer's input is integrated in all areas of design and Product selection; and,
- (d) Providing detailed Product lists that include Product description, price and any other related costs (i.e. taxes), and all revisions, as required by Customer.

Resulting space designs shall be approved by the Customer and should be age appropriate, optimally functional, comfortable and visually pleasing. At a minimum, they shall meet accessibility requirements, fire codes, building requirements and any other regulations required by provincial law.

The Supplier shall provide their maximum pricing for this Service as indicated in Appendix C – Commercial Response.

2.7.9 Full Service Design and Project Management

The Supplier shall provide full service design and project management Services to assist Customers with medium to large projects such as renovations and new builds. Services required will depend on Customer specific needs and may include, but are not limited to:

- (a) Designating a qualified, single representative who shall act as the project coordinator for the duration of the project;
- (b) Space planning and design services;
- (c) Project management services;
- (d) Installation, on-site assembly and set in place services;
- (e) Site cleanup;
- (f) Deficiencies services; and,
- (g) Product storage services.

The Supplier shall provide their maximum pricing for this Service as indicated in Appendix C – Commercial Response.

2.7.10 Other Services

The Supplier may be requested to provide other Services related to educational furniture, including but not limited to the following:

- (a) Budget & cost planning;
- (b) Product sourcing and evaluation;
- (c) Proposal specifications;
- (d) LEED support and analysis;
- (e) Furniture inventory assessment;
- (f) Site visits; and,
- (g) Custom product development.

The Supplier may provide their maximum pricing for these Services in Appendix C – Commercial Response.

2.8 Quick Ship Programme

The Supplier may make some Products available to Customers with a reduced lead time or for immediate delivery. Lead times for quick ship programs must be seven (7) or fewer days.

2.9 Assembly

Assembled Product shall be delivered to Customer site fully assembled and ready to use.

Unassembled and partially assembled Product shall be delivered to the Customers site for final assembly. The Customer may or may not request onsite installation from the Supplier as more fully described in Section 2.7.2 - Regular Installation, On-Site Assembly and Set in Place Services.

The Supplier shall provide pricing for both fully assembled and unassembled Products as requested in Appendix C – Commercial Response. Regular installation, on-site assembly and set in place services will be priced separately.

2.10 Product Samples

During the Term of the Agreement, Customers may request Product samples for testing and evaluation to ensure Products meet customers' requirements and are suitable for their purpose. Product samples may also be required when evaluating new Products, substitutions or alternatives. These Product samples shall be provided to Customers at no cost. The duration of any testing will be agreed upon by the Customer and the Supplier.

The Supplier shall:

- (a) Ensure adequate Product information is provided to Client;
- (b) Ensure the Product sample will function well within Client's environment; and,
- (c) Work directly with Customer to ensure that the Product sample meets the proper specifications and features.

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

2.11 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) Fax;
- (d) Supplier’s online ordering process.
- (e) Toll free phone; and/or,
- (f) Via purchase order through the Customer ‘system.

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

2.11.1 Minimum Order

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

2.11.2 Order Acknowledgement

The Supplier shall acknowledge the receipt of an order by Customer 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 and/or Service availability.

2.11.3 Order Changes and/or Cancellation

The Supplier shall provide support for order change policy and cancellation policy and any specific exceptions as agreed to by the Supplier and Customer.

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

2.11.4 Coordinating Bulk Purchases

The Supplier shall support coordinated bulk purchases initiated by OEMC and/or Customers for Customers as needed during the Term. If this occurs, OEMC or the Customer may negotiate a lower Rate with the Supplier for bulk purchases. Lead time for bulk purchases shall be mutually agreed upon between the Supplier and Customer. OEMC or the Customer will ensure reasonable lead times for bulk purchases are requested.

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

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

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

2.11.5 Product substitution

The Supplier will only substitute Products with prior approval from Customer’s designated personnel. The Supplier will substitute Products with equivalent or better products at no additional cost to the Client or OEMC.

2.11.6 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.

2.12 Product Warranty

The Supplier shall provide warranty for purchased Products from the date of receipt. Warranty claims can include, but not limited to the following conditions:

- (a) Design deficiencies;
- (b) Poor workmanship;
- (c) Faulty material; and,
- (d) Manufacturing defects.

OEM standard warranty should cover parts and labour for a minimum of ten (10) years.

Where an OEM's warranty applies to the Product(s), the Supplier shall be responsible for arranging Product exchanges and repairs. All shipping costs, labour costs, and costs related to the travel time as they relate to approved warranty exchanges and repairs shall be at no additional cost to Customer.

The Supplier shall provide all Product warranty details to OEM and to Customer upon request.

Full warranty means that the Supplier must repair or replace the Product during the specified warranty period for the conditions detailed in this section within a reasonable amount of time.

Limited warranty means that the warranty may be limited to specified parts, certain types of defects, or other conditions.

When a claim has been approved, the Supplier shall be responsible for arranging Product exchanges and repairs. All shipping costs, labour costs, and costs related to the travel time as they relate to approved warranty exchanges and repairs shall be at no cost to Customer.

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

Where warranty Services are provided, the Supplier should warrant the completed Services for one (1) year. All labour costs, and costs related to the travel time as they relate to repairs shall be at no cost to Customers.

2.12.1 Post Warranty Repairs

The Supplier shall provide post warranty repairs, on an as-and-when-required basis. The Supplier should provide the Customer with the option of purchasing Product parts (e.g. glides, heavy duty castors, and table tops) after the warranty has expired at a Rate to be mutually agreed upon by the Customer and the Supplier.

2.13 Delivery

The following Categories and Commercial Response Sections listed below contain Products that shall be **Delivered Duty Paid ("DDP")** to inside the door or the dock of the Customer's location as requested by the Customer:

Categories:

- (a) A – Traditional Classroom and Collaborative Learning Furniture
- (b) B – Specialty Furniture for the National Capital Region
- (c) D – Early Learning Furniture and Related Accessories

Commercial Response Sections:

- (a) Assembled Net Rates
- (b) Unassembled Net Rates
- (c) Additional Charge for Optional Extras (Category A and B only)

For all remaining Categories (i.e. Category C – Learning Commons Furniture) and Commercial Response Sections (e.g. Non-core Products that are Minimum Percentage Discount Off), delivery is quoted separately and mutually agreed upon by the Customer.

The Supplier shall deliver orders with correct Products and quantities within the agreed upon lead time. Customers may request a twenty-four (24) hour prior delivery confirmation for some or all deliveries. The Supplier and Customer should mutually agree to delivery terms when executing a CSA.

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

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

The Supplier shall provide a breakdown of product and delivery pricing on request by Customer or OECM.

2.13.1 Delivery Lead Times

Suppliers shall consider lead time as the timeframe between order acknowledgement by the Supplier and the Product arrival at the Customer site. The Supplier shall adhere to its quoted lead time and make efforts to ensure Customers receive Products on time, whenever possible. Typically Customers will place Product orders between May first (1st) and July first (1st) each year and will require delivery by the last week of August of the same year.

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

The Supplier shall co-ordinate directly with the Customer regarding the status of orders, and delivery.

2.13.2 Back Orders

Back orders should be confirmed at the time of the order confirmation with an estimated delivery date, at which time Customers will have the option to cancel or keep the back orders at no additional cost to Customers.

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

The Supplier should ensure sufficient inventory on the core Products and associated quantities, to minimize back orders. Should a product be unavailable for Customers, the Supplier will only substitute Products with prior approval from Customer's designated personnel. The Supplier will substitute Products with equivalent or better products at no additional cost to the Client or OECM.

2.13.3 Damaged or Defective Shipment

The Supplier is responsible for ensuring that all Products are shipped free of damage or defects. The Customer may not accept the delivery of the Products if they are:

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

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

2.13.4 Returns

The Supplier shall accept all Products returned by the Customer that were ordered incorrectly and not used within thirty (30) days from delivery date, at no additional cost (e.g. restocking or shipping fee) to the Customer. After thirty (30) days and within ninety (90) days, the Supplier may accept the return of Products without defect and in original packaging with proper notification of Supplier by Customer. Restocking fees and shipping costs may apply in these cases.

The Supplier should accept the return of all damaged and/or defective Products within ninety (90) calendar days of receipt of shipment at no cost to the Customer.

For Products that have minor damage or defects, the Customer can either return the Product at no cost to the Customer, or the Supplier shall offer a mutually agreed upon discounted Rate for the Product.

As required, the Supplier shall refund, provide credit or replace the returned Product to the Customer as agreed to by the Customer.

2.13.5 Recalled Products

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

The Supplier shall immediately report recalled Products to OECM and Customers advising applicable details (e.g. model number, serial number). Supplier shall comply with the requirements of any Applicable Law in respect to recalled Products and repair or replace the Product at no additional cost to Customer.

2.13.6 Discontinued Products

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

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

The Supplier should ensure replacement parts/components are available for discontinued Products for a minimum of one (1) year after the Product has been discontinued.

2.14 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 submit an invoice per delivery (aligned with packing slip) to the Customer after Products and/or Services have been received at Customer's designated location.

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) Invoice date and number;
- (b) Customer name and delivery location;
- (c) Customers project information (e.g. classroom number, school location), as required;

- (d) Customer purchase order number, name of the person who placed the order (if applicable), order date and release reference number (if applicable);
- (e) Detailed Product description, catalogue number, unit of measure, quantity ordered and shipped and price;
- (f) Client's cost centre number, general ledger number, as required; and,
- (g) HST and total cost.

2.14.1 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.

2.14.2 Electronic Fund Transfer

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

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

2.15 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 product information, 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, as required;
- (l) Attending meetings with Customers, as requested; and,
- (m) Other services as required (e.g. budgeting and cost planning, Leadership in Energy and Environmental Design (“LEED”) support, furniture inventory assessment).

2.15.1 Product Catalogues

The Supplier shall provide the following Product catalogue(s), in printed and/or electronic version, to Customers including, but not limited to:

- (a) Canadian published catalogue (e.g. education catalogue, public sector catalogue, lowest price catalogue) with Product details, images and finishes, in printed and/or electronic format;
- (b) Ergonomic Products and/or features;
- (c) Fabric swatches, as requested;
- (d) Material samples, as requested; and
- (e) French catalogue, in printed and/or electronic format, as requested.

2.15.2 Product Catalogues for Customers

The Supplier should assist Customers as they assemble Client specific Product lists. The Supplier shall provide the following at a minimum:

- (a) Core Product list with details and images, in printed and/or electronic format (in jpeg or equivalent format);
- (b) An electronic list of all Products in its published standard catalogue, except for those listed on the core Product list, with details;
- (c) Design and planning services; and,
- (d) Customer specific Product net price, in compliance with the Agreement.

2.15.3 Transition

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

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

2.15.4 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) Higher volumes; and,
- (e) Overall growth.

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

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

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

2.16 Environmental and Sustainability Considerations

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

2.17 Social Procurement

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

The Supplier shall protect and respect the rights of human resources, throughout the supply chain, at the local, national, and global levels by ensuring that forced or involuntary labour is not used or supported in any form, employment is voluntary, child labour is not used or supported in any form, and labour is in accordance with local labour laws.

2.18 Disaster Recovery and Business Continuity

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

2.19 Licences, Right to Use and Approvals

The Supplier shall obtain all licences, right to use and approvals required in connection with the supply of the Products and Services and provide them at Customer and OECM 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 OECM shall be considered an approval by OECM for the Supplier to carry on such activity without the requisite licence, right to use or approval.

2.20 Electrical Requirements

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

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

OECM will conduct the evaluation of Proposals in the following stages:

Stage	Type of Evaluation	Refer to RFP Section	Scoring Methodology and Maximum Points Per Category (if applicable)			
			A	B	C	D
Stage I	Qualification Response	3.2	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Stage II	Technical Response	3.3	300*	300*	300*	300*
Stage III	Commercial Response	3.4	300	300	300	300
Stage IV	Cumulative Score	3.4	600	600	600	600
Stage V	Tie Break Process	3.6	No Point Allocation	No Point Allocation	No Point Allocation	No Point Allocation
Stage VI	Negotiations	3.7	No Point Allocation	No Point Allocation	No Point Allocation	No Point Allocation
Stage VII	Master Agreement Finalization	3.8	No Point Allocation	No Point Allocation	No Point Allocation	No Point Allocation

Please note, an asterisk (*) above denotes a minimum threshold is required, please refer to Section 3.3 and Technical Responses forms for details.

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

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 upload or 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.

Please note, a double asterisk (**) above signifies the Proponent must upload one letter per OEM and Authorized Reseller letters must be combined and uploaded as a single attachment into the Qualification Envelope of OTP.

Please note, a triple asterisk (***) above signifies the Proponent must upload one Appendix C – Commercial Response for each Category they are responding to, these are listed in the table below:

Category	Applicable Appendix C – Commercial Response file
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Category A	Appendix C - A
Category B	Appendix C – B
Category C	Appendix C – C
Category D	Appendix C – D

3.3 Stage II – Technical Response

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

The Technical Response includes a series of questions the Proponent is required to respond to in order to demonstrate the Proponent’s ability to fulfill the RFP Deliverables and Master Agreement management. The Technical Response questions are applicable to all Categories.

If a Proponent is submitting a Proposal for more than one (1) Category, the Technical Response questions are applicable to all Categories and should be answered only once.

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 the overall threshold for the Technical Response is fifty percent (50%) or one hundred and fifty points (150), Proponents should note the table below which outlines individual Technical Response sections that also contain minimum thresholds.

Point allocations for the Technical Response sections are as follows:

Technical Response Sections	Available Points	Minimum Threshold, if any
1.0 – Proponent’s Experience and Capability	50	25
2.0 – Product Related	60	N/A
3.0 – Service Related	80	N/A
4.0 – Support to Customers	60	30
5.0 – Support to OECM	50	25
TOTAL POINTS:	300	150

Detailed sub-point allocations and minimum thresholds 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 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 of each category as described below in Section 3.5.

3.4 Stage III – Commercial Response per Category

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

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

Point allocations for the Commercial Response sections are as follows:

- Commercial Response Sections	Available Points for each Category			
	A	B	C	D
- Total Net Rates for Assembled Core Products	120	60	N/A	150
- Total Net Rates for Unassembled Core Products	60	120	N/A	120
- Additional Charge for Optional Extras	90	90	N/A	N/A
- Installation Net Rates	30	30	30	30
- List Rate per Unit	N/A	N/A	150	N/A
- Minimum Percentage Discount Off	N/A	N/A	120	N/A
TOTAL POINTS:	300	300	300	300

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

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

3.4.1 Maximum Rate Evaluation per Category

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

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR CORE PRODUCT OR SERVICE (APPLICABLE TO ALL FOUR (4) CATEGORIES)		
Proposed Rates	Calculation	Resulting Points
If Proponent 1 proposes the lowest Rate of \$100.00 for Product/Service it would receive 100% of the points allocated.	$\$100 \div \100×20 Points	20
If Proponent 2 proposes the second lowest Rate of \$200.00 for Product/Service, it would receive 50% of the points allocated.	$\$100 \div \200×20 Points	10
If Proponent 3 proposes the third lowest Rate of \$400.00 for Core Product/Service, it would receive 25% of the points allocated.	$\$100 \div \400×20 Points	5

Where \$0.00 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 \$0.00 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 \$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 for a particular Product or Service	The number of remaining Proposals	The percentage (%) of the sub-point allocation for the remaining Proposals will be:
1	4	80%
2	3	60%
3	2	40%
4	1	20%

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

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

3.4.2 Minimum Percentage Discount Off of Maximum Net Rate for Category C

The minimum percentage (%) discount off of maximum Rates per word for Commercial Response of Category C – Learning Commons Furniture will be evaluated based on the relationship of the Proponent’s proposed minimum Rate, in comparison to other proposed minimum Rates in the Commercial Response using a relative formula (i.e. by dividing that Proponent’s minimum Rate into the highest minimum Rate proposed).

The below is an example how points will be calculated for proposed minimum percentage discount off of maximum Rates per word:

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR MINIMUM PERCENTAGE DISCOUNT OFF OF MAXIMUM NET RATE		
Proposed Minimum Percentage Discount Off of Maximum Rate	Calculation	Resulting Points
If Proponent 1 proposes the highest percentage discount of 50%, that Proponent will receive 100% of the points allocated.	$50\% \div 50\% \times 5 \text{ Points}$	5
If Proponent 2 proposes the second highest percentage discount of 25%, that Proponents will receive 50 % of the points allocated.	$25\% \div 50\% \times 5 \text{ Points}$	2.5
If Proponent 3 proposes the third highest percentage discount of 12.5 %, that Proponent will receive 25 % of the points allocated.	$12.5\% \div 50\% \times 5 \text{ Points}$	1.25

Where a percentage discount 100% is entered in any Rate cell, it is deemed to mean that the particular Product and/or 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 and/or 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% MINIMUM PERCENTAGE DISCOUNT OFF OF MAXIMUM RATE PER WORD PROPOSED		
Number of Proposals with a proposed minimum percentage discount off of maximum Rate per word of 100% for a particular Service discount	The number of remaining Proposals	The percentage (%) of the sub-point allocation for the remaining Proposals will be:
1	4	80%
2	3	60%
3	2	40%
4	1	20%

Where N/A or not applicable is entered in a Commercial Response cell or a Commercial Response cell is left blank for the Product and/or Service discount, it is deemed to mean that the particular Product and/or Service

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

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

3.5 Stage IV – Cumulative Score

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

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

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

3.6 Stage V – Tie Break Process

At this stage, where two (2) or more of the highest scoring Eligible Proposals by Category achieve a tie score on completion of the Stage IV, 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 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 (a) request the Preferred Proponent to submit its Best and Final Offer; (b) terminate negotiations with that particular Preferred Proponent; (c) extend the negotiation timeline; or (d) publish one (1) or some of the Suppliers, who have executed Master Agreements, within our promotional marketing launch. Other Master Agreements, if successfully negotiated with other Preferred Proponents would be added to OECM's website at a later date.

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

3.8 Stage VII – Master Agreement Finalization

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

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

[End of Part 3]

PART 4 – MASTER AGREEMENT STRUCTURE AND MANAGEMENT

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 one (1) or more Supplier per Category for the provision of the Products and related Services.

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 terms of up to one (1) year each. Performance as set out in Appendix G – Performance Management Scorecard and, if applicable, Supplier Recognition Program evaluation results will be considered when contemplating a Master Agreement extension Supplier refresh, if necessary.

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 Products and related 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 Products and related Services has occurred.

4.1.2 Customer's Usage of Master Agreements

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

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

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

- (a) Select a Supplier and sign a CSA; or,
- (b) Seek Rates and other relevant Products and related Services information specific to a Customer's organization (e.g. by issuing a non-binding request 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 the Supplier for their specific Products and related Services requirements. If selected by the Customer, the Supplier shall provide the Products and related Services in accordance with the specifications stated in the Master Agreement and in the Customer's CSA.

When a Second Stage request is issued, which does not constitute a contract A, contract B situation, it will identify the required Products and related Services or it may request the Supplier to propose appropriate Products 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) Address environmental and/or sustainability concerns;
- (c) Describe planned delivery methods, lead times and storage (if applicable);
- (d) Provide life cycle information, if requested by Customer; and,
- (e) Final, net Rates. The Rates should be valid for a period of not less than ninety (90) days. Limited time offer Rates and/or promotional Rates must be specified by the Supplier, if applicable to the specific Second Stage request.

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

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

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

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

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

4.3 Rates

The proposed Product and related Service Rates shall be maximum Rates per Category until six (6) months after the Master Agreement effective date and shall be:

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

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

In extenuating circumstances, OECM may consider a Rate adjustment substantially effecting the provision of Products and/or 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")) in its Rates review. The Supplier must submit documentation (i.e. Rate impact analysis) demonstrating how the request affects the delivery of Products in this Master Agreement. OECM will not consider any fixed costs or overhead adjustments in its review of the Supplier's documentation.

4.4 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.

4.5 Optional Rate Refresh

OECM's goal is to keep Rates as low as possible for Customers. However, the Supplier may request a Rate refresh every six (6) months for all Categories.

The Supplier shall provide a written notice with supporting documentation to OECM at least one-hundred-and-twenty (120) days prior to Rate refresh frequency as mentioned above, if requesting a Rate refresh.

As part of any review OECM will consider Rate adjustments that reflect changes in operation, adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, and fluctuations in foreign exchange rates as published by the Bank of Canada, tariffs, or ordinances. Any Rate refresh request from a Supplier must be accompanied by supporting documentation (e.g. detailed calculations and individual Customer impact analysis) to support any Rate adjustment. OECM may use a third-party index (e.g. Consumer Price Index) in its Rates review. OECM will not consider any fixed costs or overhead adjustments in its review.

Volumes and Supplier performance (i.e. Supplier's Performance Management Scorecard and/or Supplier Recognition Program evaluation results) will be considered when contemplating a Rate refresh.

If a proposed Rate refresh was agreed upon between OECM and the Supplier, the new Rates would only be applicable to Products and related 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 related 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.

4.6 Optional Process to Add Other Products and related Services

During the Term, if mutually agreed by OECM and the Supplier, other Products and/or Services (e.g. newly available Products, new technology and/or other related Services) 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 Product and Service requests from the Supplier must be accompanied by appropriate documentation (e.g. Product and/or Service description, and rationale for the addition).

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

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

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

4.7 OEMC Geographical Zones

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

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

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

4.8 OEMC Cost Recovery Fee

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

The Supplier shall pay to OEMC a CRF of one point seven five percent (1.75%) 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 WITH A CRF = 1.75%				
Sales per Month	Calculation	CRF	HST	Total CRF Payment to OEMC
If Supplier has \$100,000 total sales	\$100,000 x 1.75% CRF	\$ 1,750	13%	\$1,977.5
If Supplier has \$200,000 total sales	\$200,000 x 1.75 CRF	\$ 3,500	13%	\$3,955

The CRF and applicable HST shall be paid to OEMC quarterly, via electronic funds transfer, by May 15, August 15, November 15 and February 15 throughout the Term as follows:

Calendar Quarter	Months	CRF Payment Date
1st Quarter	January, February, March	May 15
2nd Quarter	April, May, June	August 15

Calendar Quarter	Months	CRF Payment Date
3rd Quarter	July, August, September	November 15
4th Quarter	October, November, December	February 15

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 4.08 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.

4.9 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.

4.10 Saving Calculation

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

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).

4.11 Supplier 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 OEMC's and Customer's confidentiality by not disclosing Confidential Information without the prior written consent of OEMC 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 OEMC to review such information as:
 - i. CSAs and upcoming opportunities; and,
 - ii. Review and monitor performance management compliance;
- (f) Complying with Appendix H – Code of Conduct requirements as described on the OEMC 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 OEMC).

4.11.1 Master Agreement Award and Launch

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

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

4.11.2 Promoting OEMC Master Agreements

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

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

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

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

- (a) Using online communication tools to inform and educate;
- (b) Holding information sessions and webinars, as required;
- (c) Attending, where appropriate, Customer and Supplier events;

- (d) Facilitating CSA execution, where appropriate;
- (e) Facilitating Second Stage requests, as required;
- (f) Providing effective business relationship management;
- (g) Managing and monitoring Supplier performance;
- (h) Facilitating issue resolution; and,
- (i) Marketing Supplier promotions.

4.11.3 Supplier's Performance Management Scorecard

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

4.11.4 OECM's Supplier Recognition Program

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

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

- (a) Supplier performance;
- (b) Master Agreement performance (see Appendix G - 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.

4.11.5 Reporting to OECM

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

Report details will be discussed and established at the Master Agreement finalization stage between OECM and the Preferred Proponent. Other reports may be added, throughout the Term, if mutually agreed upon between OECM and the Supplier, and/or the Customer and Supplier.

[End of Part 4]

PART 5 – TERMS AND CONDITIONS OF THE RFP PROCESS

5.1 General Information and Instructions

Procurement Process Non-Binding

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

- (a) This RFP shall not give rise to any contract A – based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and,
- (b) Neither the Proponent nor 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:	October 5, 2022
Proponent's Information and OTP Demonstration Session:	2:00 pm on October 13, 2022
Proponent's Deadline to Submit Questions:	5:00 pm on October 19, 2022
OECM's Deadline for Issuing Answers:	October 24, 2022
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on October 26, 2022
OECM's Deadline for Issuing Final Documents:	November 2, 2022
Closing Date:	2:00:00 pm on November 8, 2022
Anticipated Master Agreement Start Date:	March 2023

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 should 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 is an opportunity for the Proponent to enhance its understanding of the RFP process 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)	Commercial		√
Appendix I – OEM Undertaking	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 for more information;
- (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 for more information; 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 Products and 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.

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

5.4.1.1.1.1.1.1.1 Negotiations with Preferred Proponent

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

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

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

5.4.2 Failure to Execute a Master Agreement

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

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

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

5.4.3 Master Agreement

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

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

5.4.4 Notification to Other Proponents

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

5.4.5 Debriefing

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

5.4.6 Bid Dispute Resolution

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

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

A protest in writing should include the following:

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

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

5.5 Prohibited Communications, and Confidential Information

5.5.1 Confidential Information of OECM

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

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

5.5.2 Confidential Information of the Proponent

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

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

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

5.5.3 Proponent's Submission

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

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

5.5.4 Personal Information

Personal Information shall be treated as follows:

- (a) Submission of information – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide Products and 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 Products and 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;
- (d) Verify with any Proponent or with a third party any information set out in a Proposal;
- (e) Check references other than those provided by Proponents;
- (f) With supporting evidence, disqualify any Proponent on grounds such as:
 - i. Bankruptcy or insolvency;
 - ii. False declarations;
 - iii. Significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior agreement or agreements;
 - iv. Final judgments in respect of serious crimes or other serious offence; or,
 - v. Professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent;
- (g) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- (h) Disqualify any Proponent whose Proposal is determined by OECM to be non-compliant with the requirements of this RFP;
- (i) Disqualify a Proposal based upon the past performance or on inappropriate conduct in a prior procurement process, or where the Proponent has or the principals of a Proponent have previously breached an agreement with OECM, or has otherwise failed to perform such agreement to the reasonable satisfaction of OECM (i.e. has not submitted required reporting and/or Cost Recovery Fees to OECM);
- (j) Disqualify any Proponent, who, in relation to this RFP or the evaluation and selection process, has engaged directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the Supplier.
- (k) Disqualify the Proponent who has been charged or convicted of an offence in respect of an agreement with OECM, or who has, in the opinion of OECM, engaged in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion, unethical conduct, including lobbying as described above or other forms of deceitfulness, or other inappropriate communications offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of OECM, or where the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM;
- (l) Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal;

- (m) Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (n) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (o) Reject a Subcontractor proposed by a Proponent within a Consortium;
- (p) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;
- (q) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
 - i. OECM determines it would be in the best interest of OECM not to award a Master Agreement,
 - ii. the Proposal prices exceed the bid prices received by OECM for Products and 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 Products and Services, or,
 - v. the funding for the acquisition of the proposed Products and 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 Products and 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 OECM and/or its Customers.

5.6.9 Cancellation

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

5.6.10 Competition Act

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

5.6.11 Trade Agreements

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

For more information, refer to the following:

- (a) Canadian Free Trade Agreement website at <https://www.cfta-alec.ca/>;
- (b) Trade and Cooperation Agreement between Quebec and Ontario at <https://www.cfta-alec.ca/wp-content/uploads/2017/07/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 a Supplier who has Product OEM reseller status;

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

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

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

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

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

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

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

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

“Confidential Information” means confidential information of OEMC 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 OEMC, the Customer, the Proponent or any third-party; (ii) all information (including Personal Information) that OEMC 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 OEMC 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 OEMC 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;

“Core Products” means the high usage furniture products commonly used by OEMC Customer;

“Cost Recovery Fee” or **“CRF”** means a fee, which contributes to the recovery of OEMC’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 OEMC’s competitively sourced agreements. Once Customer-Supplier Agreements have been executed, this fee is remitted by the Supplier to OEMC on a quarterly basis;

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

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

“Deliverable” means all Products and/or related 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;

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

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

“OECCM” means the Ontario Education Collaborative Marketplace;

“OECCM’s Deadline for Issuing Final Addenda” means the date and time as set out in Section 5.1.1 of this 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;

“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 OECCM or the Customer or created by the Proponent pursuant to the RFP;

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

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

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

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

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

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

“Rates” means the maximum prices, minimum percentage discount off MSRP, in Canadian funds, for the Products and Services as set out in the Proponent’s submitted Appendix C - Commercial Response;

“Request for Proposals” or **“RFP”** means this Request for Proposals #2022-410 issued by OECCM, including all appendices and addenda thereto;

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

“Service” means all services (e.g. design and planning, warehousing, delivery, customer support) 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;

“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 of this RFP;

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

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

APPENDIX B – FORM OF MASTER AGREEMENT

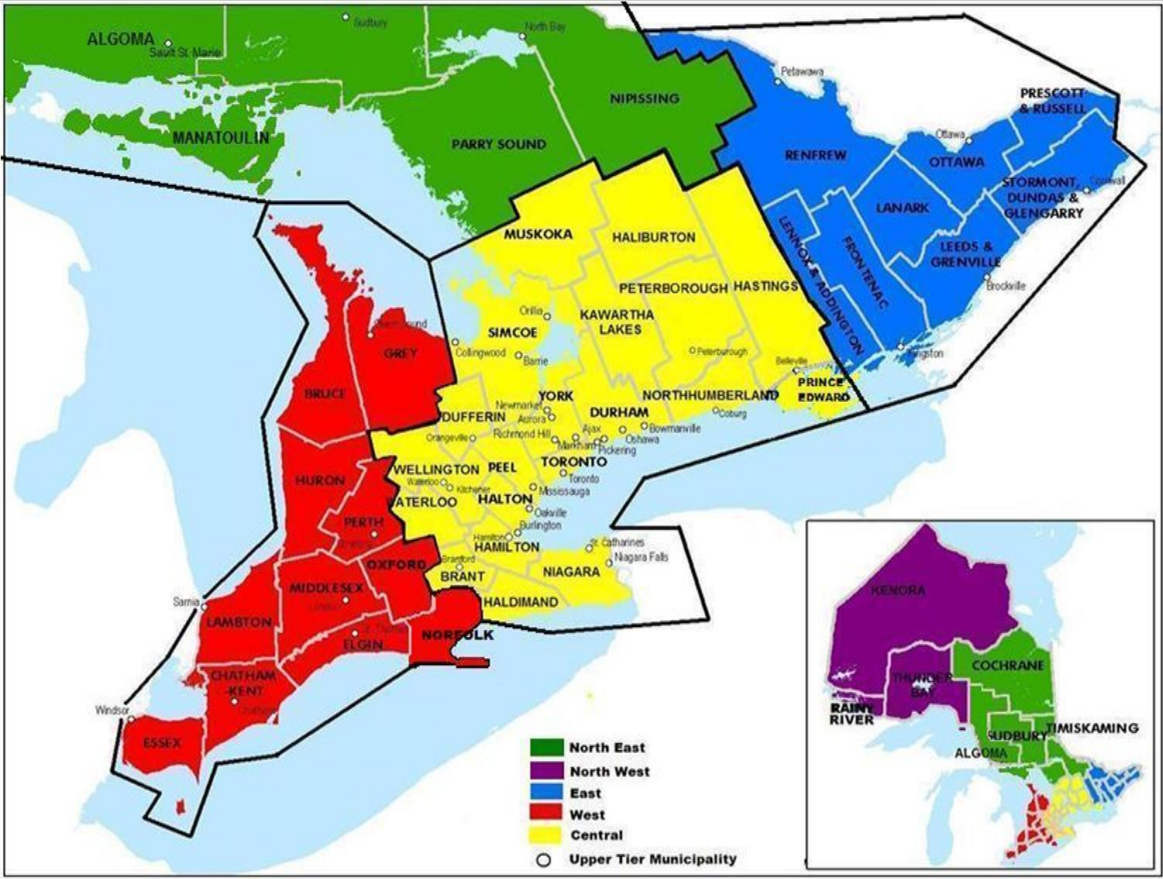
This appendix is posted as a separate PDF document.

APPENDIX C – COMMERCIAL RESPONSE

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

APPENDIX D – OEMC GEOGRAPHICAL ZONES

OECM Customers are located in one (1) or more of the following [Insert number (e.g. five (5))] geographical Zones in Ontario.



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

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

APPENDIX F – REPORTING REQUIREMENTS

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

Supplier Reporting Requirements		
Reports	Frequency	Due Date
<p><u>Integrated Reporting Template</u></p> <p>1. Sales Report including, but not limited to:</p> <p>For Products</p> <ul style="list-style-type: none"> (a) Customer’s name; (b) Invoice number and date; (c) Manufacturer’s Product number; (d) Supplier’s Product number; (e) Product description; (f) Unit of measure; (g) Quantity shipped per unit of measure; (h) Rate per Unit; (i) MSRP or Supplier’s List Price; (j) Total per Product; (k) Cost Recovery Fees (including HST); (l) Purchase Order Number; (m) Resource Category; (n) OEM Name; and, (o) Master Agreement Price <p>For Services</p> <ul style="list-style-type: none"> (a) Customer’s name; (b) Invoice number and date; (c) Service provided (or Service Category provided); (d) Service description; (e) Quantity purchased; (f) Rate; (g) Total Rate per Service/hour; (h) Savings (i.e. list Rate minus discount, net Rate, savings); and, (i) Cost Recovery Fees (including HST). <p>2. CSA Status Report including, but not limited to:</p> <ul style="list-style-type: none"> (a) The number of executed CSAs; and, (b) CSAs pending execution. <p>3. Second Stage Status Report including, but not limited to:</p> <ul style="list-style-type: none"> (a) Customer’s name; (b) Reference number; (c) Number of requests received and submitted; (d) Product and/or Service requirement (e.g. type, committed volume); (e) Resulting savings; and, (f) Status (e.g. complete, due date to return to Customer). 	Monthly	8th Business Day
<p><u>Performance Reporting</u></p> <p>1. Key Performance Indicators (“KPIs”) Report - As set out in Appendix G – Performance Management Scorecard.</p> <p>2. Performance results specific to Customer’s KPIs.</p>	Quarterly (calendar)	8th Business Day following each quarter

<u>Other Reports</u>		
1. Specific Customer Reports - As requested (e.g. spend, back order, delivery)	As requested	As requested
2. OECM Ad Hoc Reports - As requested and mutually agreed upon	As requested	As requested

Final reporting requirements will be determined during negotiations.

APPENDIX G – PERFORMANCE MANAGEMENT SCORECARD

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

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

As part of OECM's efforts to provide greater value to Customers, OECM has implemented a Supplier Recognition Program ("SRP"). Through the SRP, OECM will objectively assess Supplier's performance using an open, fair and transparent framework to recognize and reward top-performing suppliers on an annual basis.

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

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

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

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

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

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

- (a) The approval or rejection, in whole or in part, of the Supplier's Rate refresh requests;
- (b) The approval or rejection of the Supplier's request to add other related Resources to the Master Agreement;
- (c) Master Agreement extensions; and,
- (d) Master Agreement termination.

The Supplier shall maintain accurate records to facilitate the required performance management reporting requirements related to OECM and Customer KPIs.

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

Supplier Provided Customer Performance Measures		
Key Performance Indicator	Performance Measurement	Performance Goal
Product Quality	Percentage (%) of shipped Products received undamaged and with correct products and quantities as orders by the Customers	98% or greater
Order Fill Rate	Percentage (%) of Customer orders delivered within the agreed-upon lead time	98% or greater
Accuracy of Invoices	Percentage (%) of invoices issued to the Customer with correct information (e.g. right Products, quantity and Rates)	98% or greater
Damaged Shipment	Total Number of Damaged Shipments to Total Number of Shipments	Less than 2% of total shipments
Defective Resources	Total Number of Defective Resources to Total Number of Resources Delivered	Less than 1% of total delivered Resources

OECM Evaluation of Supplier's Performances		
Key Performance Indicator	Performance Measurement	Performance Goal
Fully Completed Integrated Report Submission	By 8th Business Day of each month	98% of the time
Fully Completed Performance (or Key Performance Indicator) Report Submission	By 8th Business Day following each calendar quarter	98% of the time
Executed CSAs sent to OECM	Within 30 days of CSA execution	98% of the time
Renewed insurance and/or WSIB clearance submissions	Submission of renewed certificates before expiry	98% of the time
Cost Recovery Fee Payment Remittance	By fifteenth (15th) calendar day following each quarter	98% of the time
Response Time to OECM Inquiries	24 Hours	98% of the time
Price Refresh Submissions	By one hundred and twenty (120) days prior to price refresh effective date	98% of the time

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

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

Penalties and Rewards

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 H – CODE OF CONDUCT

The Supplier will take every measure to comply with OECEM's Supplier Code of Conduct ("SCC") principles set out below and to adopt behaviours and practices that are in alignment with these principles or those of OECEM's Customers as mutually agreed upon between the Customer and Supplier. OECEM's core values are in alignment with and entrenched within the key principles of the SCC. The SCC applies to the Supplier's owners, employees, agents, partners and subcontractors who provide Products and/or Services 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 and/or Services provided to OECEM and its Customers;
- (e) Never place an OECEM employee in a situation that could compromise his/her ethical behaviour or integrity or create a conflict of interest;
- (f) Divulge all actual and potential conflicts of interest to OECEM; and,
- (g) Disclose to OECEM any behaviour deemed unethical on the part of an OECEM employee.

Also, the Supplier shall:

- (a) Comply with all foreign and domestic applicable federal/provincial/municipal laws and regulations including, but not limited to the environment, health and safety, labour and employment, human rights and Product safety and anti-corruption laws, trade agreements, conventions, standards, and guidelines, where the Products and/or Services 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 and/or Services 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 and/or Services 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 and/or Services by the Supplier to OECM 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 J – RESELLER AUTHORIZATION LETTER

This appendix is posted as a separate PDF document.