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**MODULAR BUILDINGS & PORTABLE CLASSROOMS
REQUEST FOR SUPPLIER QUALIFICATIONS NUMBER 2023-415**

Request for Supplier Qualifications Issued On: February 17, 2023

Proponent's Information & OTP Demonstration Session: 2:00 pm on February 27, 2023 local time in Toronto, Ontario, Canada

Proponent's Deadline to Submit Questions: 5:00 pm on March 1, 2023 local time in Toronto, Ontario, Canada

Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents: 5:00 pm on March 7, 2023 local time in Toronto, Ontario, Canada

Closing Date: 2:00:00 pm on March 21, 2023 local time in Toronto, Ontario, Canada

All times specified in this RFSQ timetable are local times in Toronto, Ontario, Canada.
Please refer to Section 5.1.1 for the complete RFSQ 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 Supplier Qualifications (“RFSQ”) issued by OECM is an invitation to obtain Proposals from qualified Proponents for the supply, delivery, and installation of Modular Buildings & Portable Classrooms (“Resources”) for the purpose of qualifying prospective Suppliers for OECM Customers to use on an as-and-when required basis.

The Proponent should submit a Proposal for the purchase and operating lease/rental of Modular Buildings & Portable Classrooms. Note: Lease/rental agreements will be up to a maximum of three (3) years.

This RFSQ does not require the Proponent to submit pricing. During the Second Stage, the Customer will further define their requirements and specifications, and request pricing accordingly. Only Suppliers who are awarded Master Agreements will be eligible to participate in any such Second Stage. The Second Stage, further outlined in Part 4, Section 4.1.2 – Customer’s Usage of Master Agreements, provides opportunities for Suppliers who have the capacity and relevant experience.

OECM intends to award one (1) or more Master Agreements, with an initial Term of the Master Agreement (“Term”) of five (5) years with an option in favor of OECM to extend the Term on the same terms and conditions for up to three (3) additional years.

Refer to the details contained within Part 2 and Part 4 of the RFSQ for a full description of the requirements.

1.1 Objective of this RFSQ

The objective of this RFSQ is to establish Master Agreements with pre-qualified Suppliers who have the ability to provide the Resources to OECM Customers and that:

- (a) Are authorized to sell and warrant the proposed Resources in Canada;
- (b) Are able to provide the Resources to meet the needs of the Customer;
- (c) Cover various geographical zones (in whole or partially) across the Province of Ontario (refer to Appendix D); and,
- (d) Work in a cooperative manner with Customers, are flexible, and innovative in providing quality Resources.

This RFSQ will reduce the costs of competitive procurement processes associated with the Resources on an ongoing basis (e.g. fewer competitive procurement documents issued by Customers).

1.2 Supplier Expertise and Experience

The Supplier shall be certified as required, possess expertise and experience including, but not limited to:

- (a) Providing Resources with the required professional qualifications such as licences, certifications, and training;
- (b) Ensuring Resources adhere to the following, including, but not limited to:
 - i. Ontario Building Code;
 - ii. *Ontario Occupational Health and Safety Act*;
 - iii. *Ontario Electrical Code*
 - iv. Canadian Standards Association (“CSA Group”);
 - v. Ontario Fire Code;
 - vi. Underwriters’ Laboratories of Canada (“ULC”); and,
 - vii. any Applicable Law as defined Appendix A – Definitions.

1.3 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 Resources 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 Resources 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.

1.4 OECM Customers

OECM Customers are:

- (a) Educational entities (e.g. school boards or authorities, Provincial and Demonstration Schools Branch with the Ontario Ministry of Education, colleges, and universities, and may also include Private Schools and Private Career Colleges);
- (b) Crown corporations;
- (c) First Nations federal agencies;
- (d) Health and social service entities;
- (e) Municipalities;
- (f) Not-for-profit organizations;
- (g) Provincially funded organizations ("PFO");
- (h) Shared service organizations;
- (i) Utilities and local boards; and,
- (j) Any other Ontario Public Sector and Broader Public Sector agencies, boards or commissions or similar entities not mentioned here.

1.5 Use of OECM Master Agreements

As of November 2022, one thousand, two hundred and thirty-seven (1237) Customers were using one (1) or more OECM agreements:

- (a) Twenty-four (24) Colleges;
- (b) Seventy-two (72) School Boards;
- (c) Twenty (20) Universities; and,

(d) One thousand, one hundred and twenty-one (1121) other (non-educational) Customers.

The above Customers represent a cumulative spend of more than three and a half (3.5) billion dollars over the last twelve (12) years.

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

1.6 OECM Geographical Zones

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

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

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

1.7 The Ontario Broader Public Sector Procurement Directive

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

<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 RFSQ. For more information, refer to the Section 5.6.11.

1.9 Rules of Interpretation

This RFSQ 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 RFSQ 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 RFSQ, 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 RFSQ:

- 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 RFSQ describes the supply, delivery, and installation of modular buildings and portable classrooms Resources which will be incorporated into the final Master Agreement.

OECM requires that the Proponent has a clear and comprehensive understanding of the RFSQ 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 the Ontario Tenders Portal Jaggaer (“OTP”).

The Supplier shall meet the RFSQ requirements.

This RFSQ is intended to qualify Suppliers, for the purchase and operating lease/rental of modular buildings and portable classrooms Resources, in the geographical Zones which they are able to service.

The Supplier shall provide all Resources as per Applicable Law.

2.1 General

The Supplier shall supply, deliver, and install modular buildings and portable classrooms that include but are not limited to the following:

- Supply of modular buildings and portable classrooms including all features prescribed herein;
- Delivery and installation of modular buildings and portable classrooms; and,
- Availability of lease/rental options, as well as purchase options for the supply, delivery, and installation of modular building and portable classrooms.

If requested by the Customer, the Supplier shall:

- Work cooperatively with Customer’s design teams (in house staff and contracted architects and engineers) on the design of the modular buildings and portable classrooms;
- Connect the modular buildings and portable classrooms to plumbing-sewer, electrical, natural gas, water and other Resources as applicable;
- Supply and install foundations for modular buildings and portable classrooms including but not limited to: footings, foundation walls, anchors, blocks, piers, as specified;
- Perform site works including but not limited to site grading, drainage, paving and concrete work, fencing, skirting, porches and landing as specified; and,
- Apply for building permits.

2.2 Manufacturing Requirements

The modular buildings and portable classrooms must be constructed of steel frame, wood frame, and/or concrete construction as indicated by the Customer in the Second Stage Selection Process and manufactured in modules for easy transportation.

The Supplier shall ensure that the manufacturing of the modular buildings and portable classrooms are carried out in an enclosed and environmentally controlled facility. The Supplier must allow the Customer, or their authorized representative, the ability to visit the manufacturing facility during the manufacturing process. Should the Supplier not be the manufacturer, the Supplier shall be the main point of contact to the Customer and shall coordinate the visits. The number of visits is to be mutually agreed upon between Customer and Supplier. The Customer shall have the right to visit at least once, that right may be waived at the Customer’s discretion. If more than one (1) visit is required, the number of visits shall be mutually agreed upon between the Customer and the Supplier.

2.3 Drawings/Documents

Upon the Customer's request, the Supplier shall work with the Customer in the development and completion of the design documentation.

Upon request, the Supplier shall provide up to four (4) complete sets (both hard copy and electronic) of the following design documents to the Customer for building permit purposes:

- Architectural drawings and specifications;
- Site plans;
- Structural drawings and specifications;
- Mechanical drawings and specifications;
- Heat loss calculations and manufacturer literature for mechanical equipment; and,
- Electrical drawings and specifications.

All drawings and heat loss calculations must be prepared by architects licensed to practice in the province of Ontario by the Ontario Association of Architects (OAA) and/or professional engineers licensed to practice in the province of Ontario by the Professional Engineers Ontario (PEO).

The Supplier shall also provide:

- Fabrication/shop drawings to the Customer for review prior to fabrication;
- Modifications if required to original design;
- Re-engineering or recertification of drawings as required to suit locations and permits.,

Note: If revisions are required to these documents by local building officials the Supplier must provide the additional information.

These Resources shall be included in all pricing provided to the Customer during the Second Stage Selection Process.

2.4 Service Warranty Requirements

Service Warranties

The Supplier shall provide warranties including, but not limited to:

Supplier Warranty

The Supplier shall ensure the Resources are warranted free from defects in material and workmanship including, but not limited to:

- (a) Providing all labour and material warranties upon completion of the Service as specified and satisfactory to the Customer, for a period of a minimum of one (1) year or as mutually agreed upon between the Customer and Supplier; and,
- (b) Providing Customer support, in the event that the Service does not perform as per the Manufacturer's warranty.

Manufacturer's Warranty

The Supplier shall ensure the building is warranted, by the Manufacturer, at a minimum against:

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

Should a manufacturer's warranty repair be required, the Supplier and/or manufacturer will agree to the repair schedule with the Customer.

All approved warranty repairs shall be at no cost to the Customer.

In addition to the above, all manufacturer's standard warranties shall apply to the Service.

Manufacturer's Extended Warranty

The Supplier shall provide an extended manufacturer's warranty if required by the Customer for items such as but not limited to: entire building and/or components including heating, ventilation, and air conditioning ("HVAC") equipment, windows, and roofing (e.g. a standard warranty might be five (5) years and the Customer may request a fifteen (15) year warranty), at a mutually agreed upon additional cost.

2.5 Building Design

The Supplier shall ensure that the Modular Building and/or Portable Classroom designs will meet or exceed the requirements of the current Ontario Building Code ("OBC"), Ontario Electrical Code and any Applicable Law requirements.

Suppliers, when required, shall work cooperatively with Customer's design teams (in house staff and contracted architects and engineers) on the design of modular buildings and portable classrooms.

2.6 Materials Ownership (Purchase and Operating Leases/Rentals)

The Customer shall retain full ownership of any materials developed by the Supplier in any form as a result of the Resources purchased and delivered. Customers shall also have the legal right to reproduce and use such materials at their sole discretion.

For Resources that are acquired by the Customer through an operating lease/rental agreement (up to a maximum of three (3) years), the Supplier shall retain full ownership of all materials delivered. At the expiry of the agreement, it is the responsibility of the Supplier to remove all materials and reinstate the site to its former condition, at no additional cost to the Customer. The Customer may, at its option, purchase the Resources through a mutually agreed upon buy-out fee between the Customer and Supplier at the expiry of the operating lease/rental agreement.

2.7 On-site Resources

The Supplier shall work cooperatively and collaboratively with the Customer, other organizations and/or regulatory bodies that may be onsite at the same time the Resources are being provided.

2.8 Scheduling Requirements

The Supplier shall proactively coordinate delivery and installation schedules with Customer.

The expectation is that once a schedule has been confirmed with Customer, the Supplier will ensure Resources are provided as agreed upon in timely manner to ensure the Customer remains compliant with Applicable Law. Any changes to the schedule shall be communicated to and approved by the Customer, and the Supplier shall confirm re-scheduled dates as mutually agreed upon with the Customer.

2.9 General Liability Insurance

Refer to Article 7.03 in the Form of the Master Agreement for more information about insurance requirements.

2.10 Order Management

The Supplier shall provide a variety of ordering methods for Customers including, but not limited to:

- (a) Electronic Data Interchange ("EDI"), or;
- (b) Via contract and/or purchase order through the Customer's system.

2.11 Invoicing

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

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

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

2.11.1 Payment Terms and Methods

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

The Supplier shall accept payment from Customers by Electronic Funds Transfer ("EFT") or cheque 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.

2.11.2 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.

2.12 Support to Customers

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

- (a) Providing a responsive account executive 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; and,
- (e) Attending meetings with Customers and authorities having jurisdiction, as requested.

2.13 Health and Safety

The Supplier shall ensure that applicable Resources shall comply at all times with Applicable Law including, but not limited to that relating to the environment, health and safety, product safety, conventions, standards, and guidelines. During the Term, the Supplier shall immediately notify OECM and Customers of any Service which does not fully meet the requirements of Applicable Law.

Given the nature of the emerging technologies involved in the applicable Resources, the Customer must satisfy itself as to the safety of using such applicable Resources and that they fully comply with all applicable policies and procedures of the Customer.

2.14 Product Recalls

The Supplier shall ensure that all Resources meet current safety standards and regulations and shall advise OEMC and Customers of any changes with regulatory agencies related to the Resources.

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

2.15 Environmental and Sustainability Considerations

OEMC and its Customers are committed to reducing their carbon footprint. The Supplier should keep Customers informed about any environmentally friendly processes, Resources, new technologies and/or green initiatives. The Supplier should make any environmentally friendly processes, Resources, new technologies and/or green initiatives, related to the Resources in this RFSQ, available to Customers as required.

2.16 Social Procurement

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

2.17 Disaster Recovery and Business Continuity

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

2.18 Electrical Requirements

The Supplier shall ensure products are energy efficient and authorized or approved by the Customer and in accordance with the Ontario Electrical Safety Code, Standards Council of Canada ("SCC") and with the Canadian Standards Association ("CSA Group") or Underwriters Laboratories of Canada ("ULC") 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 products at Customer's facilities.

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 Service and provide them at Customer and OEMC request. The costs of obtaining such licences, right to use and approvals shall be the responsibility of, and shall be paid for by, the Supplier.

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

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

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

Stage	Type of Evaluation	Refer to RFSQ Section	Scoring Methodology and Maximum Points (if applicable)	Minimum Requirement
Stage I	Qualification Response	3.2	Pass/Fail	Pass
Stage II	Technical Response	3.3	100	65
Stage III	Tie Break Process	3.4	No Point Allocation	Not Applicable
Stage IV	Negotiations	3.5	No Point Allocation	Not Applicable
Stage V	Master Agreement Finalization	3.6	No Point Allocation	Not Applicable

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

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

The Proponent shall complete the following information/forms in Ontario Tenders Portal Jaggaer (“OTP”) attesting to their qualification, demonstrating their capabilities for fulfilling the Deliverables to proceed to the next stage of evaluation.

Title	OTP Envelope
Form of Offer	Qualification
Compliance with Form of Master Agreement (Appendix J)	Qualification

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

Other than inserting the information requested on the qualification submission forms set out above, the Proponent may not make any changes to any of the forms. Any Proposal containing any such changes, whether on the face of the form or elsewhere in the Proposal, may be disqualified.

3.3 Stage II – Technical Response

The Technical Response (Appendix C) includes a series of questions the Proponent is required to respond to. The responses will be assessed to determine the Proponent’s ability to fulfill the RFSQ Deliverables.

Stage II will consist of an evaluation and scoring of each Eligible Proposal on the basis of the Proponent’s Technical Responses. Only information contained within Appendix C – Technical Response will be evaluated in Stage II.

Only Proposals that meets or exceeds the minimum threshold(s) will receive a **pass** in this stage and proceed to Stage III of the evaluation process.

Any Proposal that does **not** meet the required minimum threshold(s) will **not** be evaluated further.

It is important that the Proposal clearly provides all the necessary information so that a thorough assessment of the Proponent’s experience, qualifications, and capabilities can be made.

In the case that contradictory information or information that contains conditional statements is provided, OECM will, in its sole and absolute discretion, determine whether the response complies with the requirements, and may seek clarification from the Proponent. The contradictory information may result in the Proposal receiving a low score for that particular Technical Response.

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

Each Technical Response should:

- Be complete (bullet point format is acceptable);
- Be concise and factual; and,
- **Demonstrate** the Proponent’s understanding of the RFSQ Deliverables by providing responses validating its capabilities.

The following is an overview of the point allocation and minimum threshold requirements for the applicable Technical Response components for this RFSQ:

Technical Response Components	Available Points	Minimum Threshold, if any
1. Proponent’s Profile	50	N/A
2. Quality	30	N/A
3. Customer Support and Account Management	20	N/A
TOTAL POINTS:	100	65

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

Only Proposals that meet or exceed the minimum threshold will receive a **pass** in this stage and proceed to Stage III of the evaluation process. Any Proponents that meet the overall minimum threshold for the Technical Response will be invited to Stage IV - Negotiations and will become a Preferred Proponent.

3.4 Stage III – Tie Break Process

At this stage, where two (2) or more of the highest scoring Eligible Proposals, achieve a tie score on completion of the Stage II, OECM will invite all Proponents to negotiations.

3.5 Stage IV – Negotiations

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

The negotiations may include, but not be limited to:

- (a) Resources;
- (b) Master Agreement management (e.g. performance, KPIs, penalties, reporting);
- (c) Master Agreement terms and conditions; and,
- (d) Additional references, if required.

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.

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) Terminate negotiations with that particular Preferred Proponent;
- (b) Extend the negotiation timeline; or,
- (c) 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.

3.6 Stage V – 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 and begin purchasing Resources.

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

[End of Part 3]

PART 4 – MASTER AGREEMENT STRUCTURE AND MANAGEMENT

4.1 Master Agreement Structure

OECM may, through this RFSQ process, enter into Master Agreements with one (1) or more Suppliers for the provision of Resources.

The Term is intended to be for five (5) years, with an option in favour of OECM to extend the Term on the same terms and conditions for up to three (3) additional years. Performance as set out in Appendix G – Performance Management Scorecard and, if applicable, Supplier Recognition Program evaluation results will be considered when contemplating supplier refresh and adding other product/Resources (if required) and/or a Master Agreement extension.

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

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

4.1.1 No Contract until Execution of Written Master Agreement

This RFSQ 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 3.5 of this RFSQ.

No legal relationship or obligation regarding the procurement of any Service shall be created between the Proponent and OECM by this RFSQ process until the successful completion of negotiation and execution of a written Master Agreement for the provision of the Resources 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 RFSQ, the evaluation of Proposals submitted in response to it and the negotiation and execution of the Master Agreement.

Part Two, which is managed by the Customer and is focused on the Customer's specific needs. Depending on the Customer's internal policies, and potential dollar value of the Resources a Customer may:

Obtain Rates (for purchase and/or lease/rental) through the optional Second Stage which is managed by the Customer. The Second Stage is a request (e.g. a non-binding request via a Second Stage tool such as a Request for Resources ("RFS"), or Customer's process (e.g. directly or via an online e. tendering platform)) to the Supplier from the Customer for their specific Resources requirements which could include but not limited to:

- i. Description and design of building(s) to be supplied, delivered and/or installed;
- ii. Location(s) of where the buildings and/or building additions are to be built, delivered and/or installed;
- iii. Service warranties for building and components such as HVAC equipment, windows, roofing (e.g. five (5) year term);
- iv. Scheduling including dates/times the Resources must be completed by during normal business hours and/or for emergency Resources;
- v. Times when the Supplier is able to provide the Resources (e.g. summer months, outside normal business hours);

- vi. Assistance with moving and/or providing access equipment (e.g. fencing removal) will not be provided by Customer;
- vii. Invoicing and payment process;
- viii. Reporting requirements; and,
- ix. Confirm and provide insurance coverage, WSIB and staff certification information.

The Supplier when responding to a Second Stage request, at minimum, their response should set out the following:

- i. Proposed Resources;
- ii. Capacity, lead times for Service; and,
- iii. Final, net Rates. The Rates should be valid for a period of not less than ninety (90) days.

If selected by the Customer, the Supplier shall provide the Resources in accordance with the specifications stated in the Master Agreement and in the Customer's CSA including Rates.

When a Second Stage request is issued, which does not constitute a contract A/contract B situation, it will identify the required Resources, or it may request the Supplier to propose appropriate Resources 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, payment terms) ensuring the additional terms and conditions are not in any way inconsistent with the Master Agreement.

Customers are not obligated to sign a CSA to obtain specific Service information. However, a CSA must be signed before the provision of any Resources commence.

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

Nothing in this RFSQ is intended to relieve the Proponent from forming its own opinions and conclusions with respect to the matters addressed in this RFSQ. 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 RFSQ.

Rates will be proposed during the Second Stage selection process.

4.2 Optional Process to Add Other Resources

During the Term, if mutually agreed by OECM and the Supplier, other Resources (e.g. speciality fire suppression systems, uninterrupted power supply ("UPS") units, signage and furniture) may be added to the Master Agreement to align with Customer needs.

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

Additional Service requests from the Supplier must be accompanied by appropriate documentation (e.g. 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 Service. In the event the Supplier's performance is poor and/or unacceptable, OECM may not agree to the Supplier's Service refresh request. All other Resources shall remain unchanged.

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

4.3 OECM Geographical Zones

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

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

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

4.4 OECM Cost Recovery Fee

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

The Supplier shall pay to OECM a CRF of one and a half percent (1.5%) on all Resources invoiced, excluding HST, by the Supplier to the Customers throughout the Term.

CRF will be calculated as follows:

EXAMPLE OF HOW CRF WILL BE CALCULATED WITH A 1.5% CRF				
Quarterly Sales (including HST)	Calculation	Amount Invoiced to Customers	HST	Quarterly CRF Payment to OECM
If the Supplier has \$226,000 total sales between Master Agreement execution date and June 30, 2023.	\$200,000 x 1.5% CRF	\$200,000	\$26,000	\$3,000 (plus HST)
If Supplier has \$339,000 total sales from July 1, 2023 to September 30, 2023.	\$300,000 x 1.5% CRF	\$300,000	\$39,000	\$4,500 (plus HST)
If Supplier has \$113,000 total sales from October 1, 2023 to December 31, 2023.	\$100,000 x 1.5% CRF	\$100,000	\$13,000	\$1,500 (plus HST)
If Supplier has \$452,000 total sales from January 1, 2024 to March 31, 2024.	\$400,000 x 1.5% CRF	\$400,000	\$52,000	\$6,000 (plus HST)

The CRF and applicable HST shall be paid to OECM 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
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 4.09 of the Master Agreement, for late CRF payments.

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

4.5 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 Resources 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.

4.6 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 OECM's and Customer's confidentiality by not disclosing Confidential Information without the prior written consent of OECM and/or the Customer, as the case may be, as further described in Appendix B – Form of Master Agreement;
- (e) Attending business review meetings with OECM to review such information as:

- i. CSAs and upcoming opportunities; and,
 - ii. Review and monitor performance management compliance;
- (f) Complying with Appendix H – Code of Conduct requirements as described on the 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).

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

4.6.2 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 RFSQ.

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 Service).

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, when 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.

4.6.3 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.

4.6.4 OECM's Supplier Recognition Program

OECM 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.

Suppliers will be measured on the following five (5) key areas of focus:

- (a) Supplier performance;
- (b) Master Agreement performance (see Section 4.6.3 and Appendix G (Performance Management Scorecard));
- (c) Generated savings and value;
- (d) Customer satisfaction; and,
- (e) Cumulative score from the Supplier's Proposal for this RFSQ.

Further details will be provided to the Supplier.

4.6.5 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 RFSQ PROCESS

5.1 General Information and Instructions

Procurement Process Non-Binding

This RFSQ 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 RFSQ 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 RFSQ.

5.1.1 RFSQ Timetable

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

RFSQ Timetable	
Event	Time/Date
OECM's Issue Date of RFSQ:	Friday, February 17, 2023
Proponent's Information and OTP Demonstration Session:	Monday, February 27, 2023 at 2:00 pm local Toronto time
Proponent's Deadline to Submit Questions:	Wednesday, March 1, 2023
OECM's Deadline for Issuing Answers:	Monday, March 6, 2023
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	Tuesday, March 7, 2023
OECM's Deadline for Issuing Final Documents:	Friday, March 10, 2023
Closing Date:	Tuesday, March 21, 2023 at 2:00 pm local Toronto time
Anticipated Master Agreement Start Date:	Week of April 24, 2023

Note – all times specified in this RFSQ 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 RFSQ 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 RFSQ, the RFSQ 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 RFSQ. Where information is requested in this RFSQ, any response made in the Proposal should reference the applicable section numbers of this RFSQ where that request was made.

5.1.4 OECM's Information in RFSQ Only an Estimate

OECM makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFSQ or issued by way of addenda. Any data contained in this RFSQ 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 RFSQ.

5.1.5 Proponent's Costs

The Proponent will bear all costs and expenses incurred relating to any aspect of its participation in this RFSQ 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 RFSQ process;
- (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 RFSQ Issuance

5.2.1 Communication with OECM

All communications regarding any aspect of this RFSQ 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 RFSQ 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 RFSQ:

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

5.2.2 Proponent to Review RFSQ

The Proponent shall promptly examine this RFSQ 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 RFSQ, 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 RFSQ 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 RFSQ; and,
- (b) Claim that OECM is responsible for any of the circumstances listed in Section 5.2.2 of this RFSQ.

5.2.4 All New Information to Proponents by way of Addenda

This RFSQ 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 RFSQ, such information will be communicated to all Proponents by addenda on OTP. Each addendum shall form an integral part of this RFSQ.

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

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

The Proponent who intends to respond to this RFSQ 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/eProposaling_responding_to_tender_guide.pdf.

To be considered in the RFSQ 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 RFSQ on the Closing Date.

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

5.3.2 Proposal in English

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

5.3.3 Proposal Submission Requirements

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

The Proposal should be submitted in accordance with the instructions set out on OTP and in this RFSQ 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 I – Escalation Process	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) 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 RFSQ 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 Service 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 RFSQ

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

5.3.11 Amendments to RFSQ

Subject to Section 5.1.1 and Section 5.2.4, OECM shall have the right to amend or supplement this RFSQ in writing prior to the Closing Date. No other statement, whether written or oral, shall amend this RFSQ. 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 RFSQ. 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; 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

Any Proposal shall not necessarily be accepted. Evaluation criteria as set out in Part 3 will form a part of the evaluation process.

5.3.16 RFSQ Incorporated into Proposal

All provisions of this RFSQ 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 RFSQ.

5.3.19 No Publicity or Promotion

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFSQ or otherwise promote itself in connection with this RFSQ or any arrangement entered into under this RFSQ 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 RFSQ, OECM shall be entitled to take all reasonable steps as may be deemed necessary by OECM, including disclosing any information about a Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

5.4 Negotiations, Timelines, Notification and Debriefing

5.4.1 Negotiations with Preferred Proponent

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

The Preferred Proponent shall execute the Master Agreement in the form attached to this RFSQ with negotiated changes, if any, and satisfy any other applicable conditions of this RFSQ within fifteen (15) 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 fifteen (15) days, OECM will, as described in Section 3.5 and 3.6, 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 RFSQ, 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 RFSQ 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 RFSQ 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 RFSQ 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 Proposal Dispute Resolution

In the event that the Proponent wishes to review the decision of OECM in respect of any material aspect of the RFSQ 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 RFSQ 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 RFSQ 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 RFSQ, 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 RFSQ 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 RFSQ 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 RFSQ 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 Service 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 Service 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 RFSQ, 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 RFSQ;
- (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 RFSQ;
- (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 RFSQ 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 RFSQ, 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 RFSQ provided that those changes are issued by way of addenda in the manner set out in this RFSQ;
- (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 RFSQ process at any stage and issue a new RFSQ 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 Service 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 Service, or,
 - v. the funding for the acquisition of the proposed Service has been revoked, modified, or has not been approved,

and where OECM cancels this RFSQ, 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 RFSQ 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 RFSQ.

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 RFSQ including, but not limited to, cancelling the RFSQ and issuing a new RFSQ for the same or similar Service.

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

5.6.3 No Liability

The Proponent agrees that:

- (a) Any action or proceeding relating to this RFSQ 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 RFSQ 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 RFSQ.

The Proponent further agrees that if OECM commits a material breach of OECM's obligations pursuant to this RFSQ, 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 RFSQ, 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 RFSQ process without the prior written consent of OECM. Any act in derogation of the foregoing shall be null and void.

5.6.5 Entire RFSQ

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

5.6.6 Priority of Documents

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

For more information, refer to the following:

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

5.6.12 Governing Law

The terms and conditions in this Part 5:

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

[End of Part 5]

APPENDIX A – DEFINITIONS

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

“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, including, but not limited to:

- (a) Ontario Building Code (“OBC”);
- (b) *Ontario Occupational Health and Safety Act*;
- (c) *Ontario Electrical Code*;
- (d) Canadian Standards Association (“CSA Group”);
- (e) Ontario Fire Code; and,
- (f) Underwriters’ Laboratories of Canada (“ULC”).

“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., in the time zone of Customers’ location, 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 RFSQ;

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

- (a) Include:(i) all new information derived at any time from any such Confidential Information whether created by OECM, the Customer, the Proponent or any third-party; (ii) all information (including Personal Information) that OECM or the Customer is obliged, or has the discretion, not to disclose under provincial or federal legislation; and, (iii) pricing under this RFSQ;
- (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 RFSQ process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to (i) having or having access to information in the preparation of its Proposal that is confidential to OECM and not available to other respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFSQ process; or (iii) engaging in conduct that compromises or could reasonably be seen to compromise the integrity of the open and competitive RFSQ process and render that process non-competitive and unfair; or,
- (b) in relation to the performance of its contractual obligations in an OECM contract, the Proponent’s other commitments, relationships or financial interests (i) could or could reasonably be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could reasonably be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

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

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

“Customer” is typically an organization such as educational entities (e.g. school boards or authorities, Provincial and Demonstration Schools Branch with the Ontario Ministry of Education, colleges, and universities, and may also include Private Schools and Private Career Colleges), Crown corporations, First Nations federal agencies, health and social service entities, municipalities within Ontario (list for which can be found here: <https://www.ontario.ca/page/list-ontario-municipalities>), not-for-profit organizations, provincially funded organizations (“PFO”), shared service organizations, utilities and local boards, any other Ontario Public Sector and Broader Public Sector agencies, boards or commissions or similar entities not mentioned here;

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

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

“OECM” means the Ontario Education Collaborative Marketplace;

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

“Ontario Proposals 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 OECM or the Customer or created by the Proponent pursuant to the RFSQ;

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

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

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

“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, in Canadian funds, for the Resources as may be provided to Customers directly, or through a Second Stage process, as detailed in the CSA;

“Request for Supplier Qualifications” or **“RFSQ”** means this Request for Supplier Qualifications #2023-415 issued by OECM, including all appendices and addenda thereto;

“Resources” means all products and Resources 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;

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

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

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

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

“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 RFSQ process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFSQ 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 on OTP.

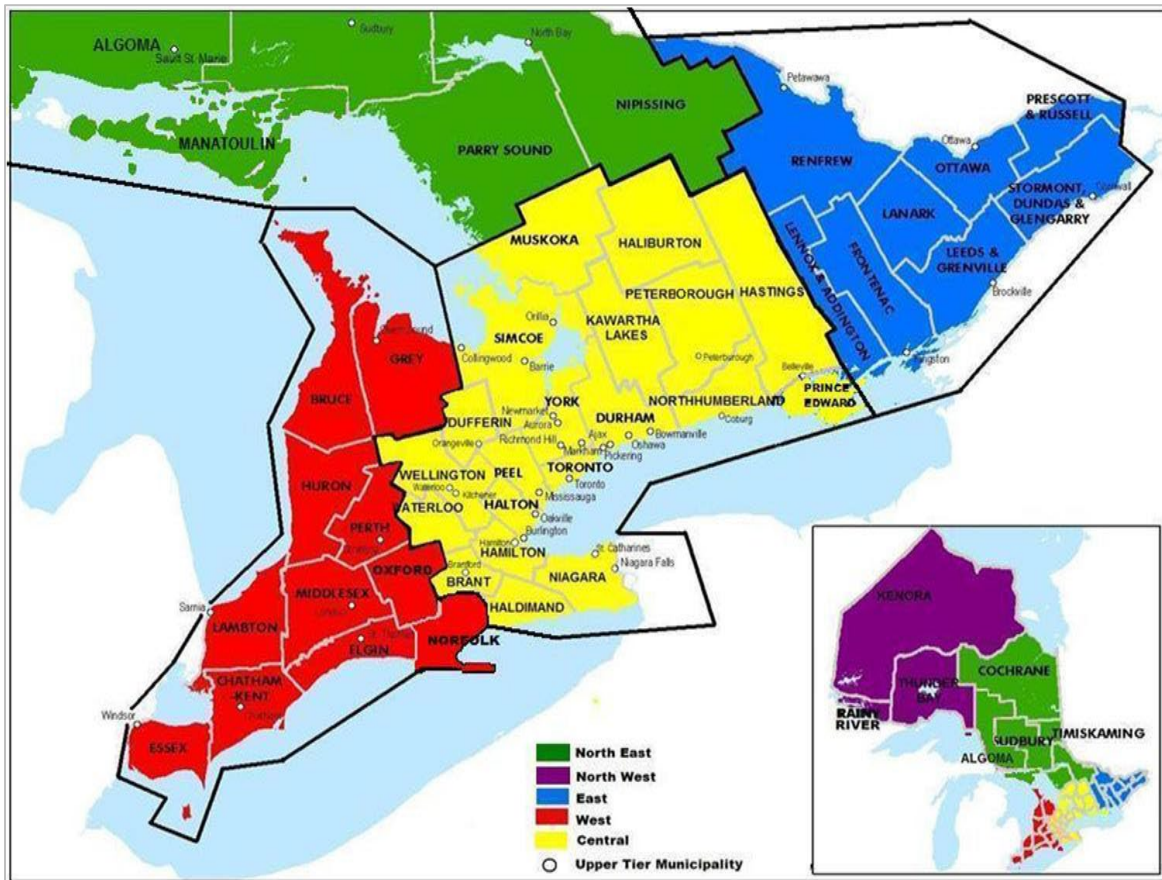
APPENDIX C – TECHNICAL RESPONSE

The Proponent must complete this Appendix in OTP.

APPENDIX D - OEMC GEOGRAPHICAL ZONES

OECM Customers are located in five (5) 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.



APPENDIX E – OECM SCHOOL BOARD, COLLEGE AND UNIVERSITY CUSTOMERS BY ZONE 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	Toronto Metropolitan 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	Wilfrid Laurier University
	Hamilton-Wentworth CDSB	Upper Grand DSB		Seneca CAAT	York University
	Hamilton-Wentworth DSB	Waterloo CDSB		Sheridan College Institute of Technology and Advanced Learning	
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 Catholique du Centre-Est	Ottawa CDSB	Upper Canada DSB	La Cite Collegiale	University of Ottawa
	Conseil des écoles Catholique 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	College Boreal	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 Boreales	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	University of Western Ontario
	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 OECM for the Term. Reports shall be submitted via email in Microsoft Excel format according to the frequency set out below.

Supplier Reporting Requirements		
Reports	Frequency	Due Date
<p><u>Integrated Reporting Template</u></p> <p>1. Purchase Order Report: (a) Customer's name; (b) Purchase order number; and, (c) Purchase order value/Rate and total (excluding HST) per Service.</p> <p>2. CSA Status Report including, but not limited to: (a) The number of executed CSAs; and, (b) CSAs pending execution.</p> <p>3. Second Stage Report including, but not limited to: (a) Customer's name; (b) Reference number; (c) Number of requests received and submitted; (d) Service requirement (e.g. type, Rates); and, (e) Status (e.g. complete, due date to return to Customer).</p> <p>4. Sales Report including, but not limited to: (a) Customer's name; (b) Invoice number and date; (c) Service description; (d) Annual/Total Cost per building/location; and, Cost Recovery Fees.</p>	Monthly	8th Business Day
<p><u>Performance Reporting</u></p> <p>1. Key Performance Indicators Report - As set out in Appendix G – Performance Management Scorecard</p>	Quarterly (calendar)	8th Business Day following each quarter
<u>Other Reports:</u>		
Specific Customer Reports - As requested (e.g. spend)	As requested	As requested
OECM Ad Hoc Reports - As requested and mutually agreed upon	As requested	As requested

Final reporting requirements will be determined during negotiations.

APPENDIX G – 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 Service 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, 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, ensuring Customers receive appropriate Service on time. The Supplier's performance score will be considered when OECM contemplates Master Agreement decisions such as:

- (a) The approval or rejection of the Supplier's request to add other related Resources to the Master Agreement;
- (b) Master Agreement extensions; and,
- (c) 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
Customer Issues – Number of Customer complaints	Total of Customer complaints annually out of total Customer requests	Less than 2% of total Customer requests
Service Call Response Time	Time to respond to emergency and nonemergency service calls	98% of the time
Accurate Invoicing	Number of Invoicing errors annually	Less than 2% annually

OECM Evaluation of Supplier's Performance		
Key Performance Indicator	Performance Measurement	Performance Goal
On time executed CSA submissions	Within 30 days of execution	98% of the time
On time and completed KPI Report submissions	8th Business Day following each quarter	98% of the time
On time and completed Integrated Reporting Template submission, including: - Sales Report; - CSA Status Report; and, - Second Stage Report	8th Business Day of each month	98% of the time
On time Cost Recovery Fee Payment Remittance	Tenth (10 th) Business Day of each calendar quarter	98% of the time
Response Time to OECM Inquiries	One (1) Business Day	98% of the time

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

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 Service 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 Service 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 Service 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 Service 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, Resources, 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 Service 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 Service by the Supplier to OECEM or its Customers;

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

The Supplier is expected to:

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

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

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

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

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

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

APPENDIX I – ESCALATION PROCESS

The Proponent **must** complete this appendix, posted as a separate Microsoft Word document, and upload it into OTP.

Department/Person of Contact	Service Hours	Email	Telephone

APPENDIX J – COMPLIANCE WITH AGREEMENT FORM

To: OECM

From: [Insert Proponent's Name]

The Proponent should complete and submit this Appendix. The Proponent is deemed to agree to the entire Form of Agreement if this Appendix is not submitted.

OECM encourages the Proponent to seek legal advice prior to submitting its Proposal.

By asking the Proponent to describe its concerns and/or proposed changes to the Master Agreement, OECM is not agreeing to make any such change. The information provided is being used by OECM to identify the terms and conditions that may be applicable to limited negotiations.

OECM's intention is not to take part in protracted Master Agreement negotiations.

OECM reserves the right not to negotiate any of the identified issues or limitations specified or those not identified by the Proponent in this Appendix J.

Refer to the RFSQ - Appendix A - Definitions (for a definition of Master Agreement), Section 4.1 - Master Agreement Structure, and Section 3.6 - Master Agreement Finalization.

Number	Article/Section Title	Agreed	Proposed Revision to Article language (if not agreed)
ARTICLE 1 – INTERPRETATION AND GENERAL PROVISIONS			
1.01	Defined Terms		
1.02	Entire Agreement		
1.03	Severability		
1.04	Interpretive Value of Contract Documents		
1.05	Force Majeure		
1.06	Notices by Prescribed Means		
1.07	Governing Law		
1.08	Third Party Benefits		
1.09	Counterparts and Facsimile		
1.10	Headings		
1.11	Extended Meanings		
1.12	Condonation Not a Waiver		
1.13	Changes by Written Amendment Only		

Number	Article/Section Title	Agreed	Proposed Revision to Article language (if not agreed)
1.14	Rights and Remedies and Supplier Obligations Not Limited to Contract		
ARTICLE 2 – LEGAL RELATIONSHIP BETWEEN OEM/CUSTOMER, SUPPLIER AND THIRD-PARTIES			
2.01	Supplier’s Power to Contract and Perform the Contract		
2.02	Representatives May Bind Parties		
2.03	Parties Not a Partner, Agent or Employee		
2.04	Responsibility of Supplier		
2.05	Liability of OEM		
2.06	Assignment		
2.07	Conflict of Interest		
2.08	Customer-Supplier Agreement		
2.09	Contract Binding		
ARTICLE 3 – PERFORMANCE BY SUPPLIER			
3.01	Supplier Performance and Customer-Supplier Agreement		
3.02	Performance Warranty		
3.03	Use and Access Restrictions		
3.04	Notification by Supplier		
3.05	Work Volumes		
3.06	Reporting		
3.07	Compliance with Accessibility for Ontarians with Disabilities Act		
3.08	Compliance with Code of Conduct		
ARTICLE 4 – PAYMENT FOR PERFORMANCE AND AUDIT			
4.01	Payment According to Contract Rates		
4.02	Invoicing		
4.0	Payment by Customer		
4.04	Default Billing and Payment Process		

Number	Article/Section Title	Agreed	Proposed Revision to Article language (if not agreed)
4.05	Hold Back or Set Off		
4.06	Expenses or Additional Charges		
4.07	Payment of Taxes and Duties		
4.08	OECM Cost Recovery Fee		
4.09	Interest on Late Payment		
4.10	Document Retention and Audit		
ARTICLE 5 – CONFIDENTIALITY			
5.01	FIPPA, MFIPPA and PHIPA Records		
5.02	PIPEDA		
5.03	Confidentiality and Promotion Restrictions		
5.04	Confidential Information		
5.05	Restrictions on Copying		
5.06	Injunctive and Other Relief		
5.07	Notice and Protective Order		
5.08	Survival		
ARTICLE 6 – INTELLECTUAL PROPERTY AND USE OF OECM OR CUSTOMER INSIGNIA			
6.01	Intellectual Property		
6.02	Use of OECM or Customer or Supplier Insignia or Logo		
6.03	Supplier Representation and Warranty Regarding Third-Party Intellectual Property		
6.04	Survival		
ARTICLE 7 – INDEMNITY AND INSURANCE			
7.01	Supplier Indemnity		
7.02	Injunction Against Continued Use Resources		
7.03	Supplier’s Insurance		
7.04	Proof of Insurance		

Number	Article/Section Title	Agreed	Proposed Revision to Article language (if not agreed)
7.05	Proof of Coverage under the Workplace Safety and Insurance Act		
7.06	Supplier Participation in Proceeding		
7.07	Disaster Recovery		
ARTICLE 8 – TERMINATION, EXPIRY AND EXTENSION			
8.01	Termination of Contract		
8.02	Dispute Resolution by Rectification Notice		
8.03	Supplier's Obligations on Termination		
8.04	Effect of Termination on Customer-Supplier Agreements		
8.05	Customer's Obligation on Termination		
8.06	Scope of Termination Rights		
8.07	Expiry, Customer-Supplier Agreement Survival and Extension of Contract		
8.08	Alternative Dispute Resolution		
SCHEDULE 2 – CUSTOMER-SUPPLIER AGREEMENT			
ARTICLE 1	DEFINITIONS		
ARTICLE 2	THE MASTER AGREEMENT		
ARTICLE 3	REPRESENTATIVES FOR CUSTOMER-SUPPLIER AGREEMENT		
ARTICLE 4	CSA TERM		
ARTICLE 5	RESOURCES, RATES AND PAYMENT PROCESS		
ARTICLE 6	RATES AND PAYMENT		
ARTICLE 7	INSURANCE		
ARTICLE 8	NOTICES		
ARTICLE 9 - TERMINATION			
9.1	Termination by Either Party		
9.2	Termination by Customer		
9.3	Supplier's Obligations on Termination		

Number	Article/Section Title	Agreed	Proposed Revision to Article language (if not agreed)
9.4	Supplier's Payment Upon Termination		
9.5	Termination in Addition to Other Rights		
9.6	Survival Upon Termination		
ARTICLE 10	PUBLICITY		
ARTICLE 11 – LEGAL RELATIONSHIP BETWEEN CUSTOMER, SUPPLIER AND THIRD-PARTIES			
11.1	Supplier's Power to Contract		
11.2	Representatives May Bind the Parties		
11.3	Independent Contractor		
11.4	Subcontracting or Assignment		
ARTICLE 12 – GENERAL			
12.1	Severability		
12.2	Force Majeure		
12.3	Changes By Written Amendment Only		
12.4	Section 217 Education Act et. al.		
12.5	Criminal Records Check		
12.6	Purchasing Policies and Guidelines		
12.7	Harassment and Assault		
12.8	Financial Administration Act ("the FAA") Section 28		