



Savings | Choice | Service

LEARNING MANAGEMENT SYSTEM

REQUEST FOR PROPOSALS NUMBER 2022-412

Request for Proposals Issued On: December 7, 2022

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

Proponent's Deadline to Submit Questions: 5:00 pm on January 5, 2023

**Proponent's Deadline to Submit Questions Related to
Addenda & Question and Answer Documents:** 5:00 pm on January 13, 2023

Closing Date: 2:00:00 pm on January 25, 2023 local time in Toronto, Ontario, Canada

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

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

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PART 1 – INTRODUCTION

This non-binding Request for Proposals (“RFP”) is an invitation to obtain Proposals from qualified Proponents for Learning Management System (“LMS”) as described in Part 2 – The Deliverables and Part 4 – Master Agreement Structure and Management for the College and University Sector Customers to use on an as-and-when required basis.

This RFP is issued by OECM.

1.1 Objective of this RFP

The purpose of this RFP process is to select Suppliers who:

- (a) Provide a modern, comprehensive, and accessible LMS that supports interactive teaching and learning within higher education institutions;
- (b) Provide a Cloud-based solution with corresponding implementation services that easily integrates with a wide spectrum of additional systems;
- (c) Provide a cost-efficient and conscious LMS with quality services to fit the unique needs of the higher education institutions;
- (d) Provide a secured LMS compliant with complete privacy and security requirements;
- (e) Provide Customers with high-quality Services, demonstrating value for money;
- (f) Provide Customers with well-defined project management support;
- (g) Provide Customers with professional and responsive Customer support and account management; and
- (h) Work in a cooperative manner with Customers, be flexible, innovative, and professional in providing quality Services to Customers.

1.2 Minimum Privacy and Security Requirements

The Proponent must possess/comply with the following minimum Privacy and Security requirements in order to submit a Proposal in response to this RFP.

The Proponent shall:

- (a) Comply with applicable Ontario/Canadian privacy and other applicable laws/legislation. Refer to Sections 2.1, and 5.6.12;
- (b) Only collect personal information as defined in the Master Agreement, the Customer-Supplier Agreement (“CSA”) and authorized by the Customer;
- (c) Acknowledge that they are the trustees of the data; the data is owned by the Customer. All Customer data transmitted, processed, or stored in the Supplier’s Solution shall be deemed to be the Customer’s data and treated as Customer Confidential Information
- (d) Notify Customers/Users when cookies are used as part of the provided Service;
- (e) Only use the data for the purposes defined in the Master Agreement, CSA, and authorized by the Customer, and for no other purpose;
- (f) Ensure that all its third-party service providers (e.g., data processors and Supplier Subcontractors) only use data for the purpose of providing the service as defined in the Master Agreement, CSA and authorized by the Customer and for no other purpose;
- (g) Agree, where requested by the Customer, to the transfer of data upon request, or upon expiration or termination of the Master Agreement or the CSA to ensure there is no interruption of service. Refer to Section 2.13.4;

- (h) Retain data for a period as determined by the Customer (indefinite retention is not acceptable) and agrees to securely dispose of data at the end of the prescribed retention period as verified by a certificate of destruction;
- (i) Securely dispose of any devices that have accessed or contain Customer data, and ensure that the Supplier's Subcontractors follow the same practices;
- (j) Acknowledge that the Customer has ownership rights to any Intellectual Property created by Customer's staff;
- (k) Conduct internal and external (third-party) audits and/or maintains certifications to demonstrate they are maintaining effective and efficient internal controls related to financial information, and security and provides evidence of such to OECM and Customers on an annual basis;
- (l) Ensure OECM and/or Customers have the right to audit the Supplier's data security practices;
- (m) Possess a Privacy Breach Response Plan;
- (n) Possess a Cyber Security Incident Response Plan;
- (o) Possess a Disaster Recovery Plan;
- (p) Possess a Business Continuity Plan;
- (q) Immediately notify the Customer and OECM in the event there is any breach (e.g., Customer's data, cyber, privacy, security, suspected security);
- (r) Ensure Supplier Subcontractors immediately notify the Supplier in the event of a breach (e.g., Customer's data, cyber, privacy, security, suspected security);
- (s) Cooperate with the Customer in the event of a breach or regulatory investigation (e.g., breach investigation by the Information and Privacy Commissioner of Ontario ("IPC"));
- (t) Ensure the Supplier's Subcontractors possess equivalent or better security of the Supplier's to ensure the Customer's data is safeguarded;
- (u) Log and send all security incident events to a security log collector (e.g., Security Information and Event Management ("SIEM")) in industry standard format for all components (e.g., infrastructure, software and/or applications, services); and,
- (v) Notify the Customer and OECM in writing when material changes are made to the security controls/practices in place that affect how personal and confidential data is handled. This includes changes to Supplier's Subcontractors.

The above Privacy and Security requirements are set out in the Qualification Envelope on Ontario Tenders Portal Jaggaer ("OTP").

1.3 Authorized Reseller

The Proponent shall be the OEM or an Authorized OEM Reseller of the proposed LMS, and provide the appropriate resources with associated skills, experience and knowledge to fulfill RFP requirements.

Where components comprising the Deliverables are not provided directly by the Supplier, the OEM of those components shall be deemed to be a Supplier's Subcontractor and the Supplier shall be responsible for providing those components to the Customer on the terms and conditions of the Contract.

The Supplier's reseller status shall be maintained throughout the Term of the Master Agreement and the Supplier shall provide proof of its reseller status upon OECM's request. The Supplier must advise OECM of any changes to its reseller status within thirty (30) days of such change. Authorized Reseller means the LMS OEM has authorized the Supplier to market, advertise, sell and maintain directly to Customers on the OEM's behalf as a provider, or systems integrator. Refer to Appendix E.

The Proponent may submit a Proposal representing only one (1) OEM.

1.4 Award Strategy

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 two (2) additional periods of up to five (5) years each.

Customers participating in the Master Agreement resulting from this RFP will execute a CSA with the pre-qualified Supplier as attached in Appendix B – Form of Master Agreement. Prior to executing a CSA, the Customer may negotiate their unique requirements and further negotiate with the Supplier and mutually agree to additional terms and conditions (e.g., solutions, functionality, implementation, integrations, reporting, rates) ensuring the additional terms and conditions are not in any way inconsistent with the Master Agreement agreed to by OECM and the Supplier.

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

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

1.5 Project Background

LMS is an essential academic learning platform being utilized by all the higher education institutions in Ontario. As of 2021-2022, there were 749,896 students enrolled in Ontario’s 24 Colleges and 20 Universities.

1.6 Project Advisory Committee

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

- (a) Brock University;
- (b) Conestoga College;
- (c) Fleming College;
- (d) George Brown College;
- (e) McMaster University;
- (f) Sheridan College;
- (g) St. Lawrence College;
- (h) University of Waterloo; and
- (i) York University.

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

1.7 Overview of OECM

OECM is a trusted not-for-profit partner for Ontario’s education sector, Broader Public Sector (“BPS”) entities, Provincially Funded Organizations (“PFO”), Crown Corporations, and other not-for-profit organizations. OECM offers a comprehensive choice of collaboratively sourced and competitively priced products and services through its Marketplace, the goal of which is to generate savings, choice and service for its Customers.

Recognizing the power of collaboration, OECM is committed to fostering strong relationships with both Customers and suppliers by:

- (a) Actively sourcing products and services in an open, fair, transparent and competitive manner, compliant with BPS Procurement Directive and applicable trade agreements;
- (b) Establishing, promoting and managing product and service agreements used throughout its Customer community;
- (c) Supporting Customers’ access and use of OECM agreements through analysis, reporting and the development of tools, guides, and other materials;

- (d) Effectively managing supplier contract performance while harnessing expertise and innovative ideas, to drive continuous improvements through a Supplier Relationship Management program;
- (e) Promoting OECCM'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 OECCM and its Customers resulting in continuous, long-term success; and,
- (f) Supporting supplier partners through a Supplier Recognition Program.

1.8 Use of OECCM Master Agreements

As of September 2022, one thousand two hundred and sixteen (1,216) Customers were using one (1) or more OECCM agreements:

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

1.9 The Ontario Broader Public Sector Procurement Directive

OECCM, and the Customers they service, follow the Ontario BPS Procurement Directive. The directive sets out rules for designated BPS entities on the purchase of goods and services using public funds. The Procurement Directive is available here https://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb_nsf/English/bps-procurementdirective.

1.10 Trade Agreements

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

1.11 Rules of Interpretation

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

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

[End of Part 1]

PART 2 – THE DELIVERABLES

This Part of the RFP describes the LMS Deliverables which will be incorporated into the final Master Agreement. Part 4 describes the Master Agreement Structure and Management.

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

The Supplier shall provide **all** RFP requirements.

2.1 Compliance

The Supplier shall, for the Term of the Master Agreement, be in compliance with all applicable Ontario and federal laws/regulations of Canada including, but not limited to:

- (a) *Accessibility for Ontarians with Disabilities Act* (“AODA”);
- (b) *Freedom of Information and Protection of Privacy Act* (“FIPPA”);
- (c) *French Language Services Act*;
- (d) General Data Protection Regulation;
- (e) *Health and Information Protection Act, 2016* (HIPA);
- (f) *Municipal Freedom of Information and Protection of Privacy Act* (“MFIPPA”);
- (g) *Occupational Health and Safety Act* (Ontario);
- (h) *Ontarians with Disabilities Act, 2001* (“ODA”)
- (i) *Ontario Human Rights Code* (“HRC”);
- (j) *Pay Equity Act* (Ontario);
- (k) *Personal Health Information Protection Act* (“PHIPA”);
- (l) *Personal Information Protection and Electronic Documents Act* (“PIPEDA”);
- (m) Security Alliance Security Trust and Assurance Registry (“STAR”) or any web-based compliance; and,
- (n) Web Content Accessibility Guidelines (“WCAG”) 2.0 and 2.1.

Refer to Section 5.6.12 for more information related to Governing Law.

A Customer will, when negotiating a CSA with a Supplier and throughout the CSA Term, ensure that the Supplier will also comply with the Customer’s established information security policies and controls for protecting sensitive data, without the need for significant workarounds or complexity. As part of that process, the Customer may request a copy of the Supplier’s most recent third party audit results/certifications and/or a Threat Risk Assessment (“TRA”) report.

2.1.1 Cybersecurity Policy Framework

The Supplier shall ensure it has an established cybersecurity policy framework that conforms to industry practices such as:

- (a) National Institute of Standards and Technology (“NIST”);
- (b) International Standards Organization (“ISO”) 27001/27002 27002 Information Security Management System/Information Security Controls;

- (c) Control Objectives for Information and Related Technologies (“COBIT”) Cybersecurity Framework;
- (d) Service Organization Control (“SOC”) II Type 2 Certification;
- (e) Center for Internet Security (“CIS”); or,
- (f) Information Security Forum (“ISF”).

2.2 Official Languages

The Supplier should ensure the LMS, Services, and all other Deliverables (e.g., screens, fields/labels, toolbars, print products, documentation, reports, customer support, training, release notes, communication) are available in French and English at no additional cost to the Customer. Where a Customer elects to change their language preference, the LMS should have translated artifacts including, but not limited to:

- (a) User interface text;
- (b) Predefined data;
- (c) Messages;
- (d) Notifications;
- (e) Menu paths;
- (f) Standard reports;
- (g) System logs;
- (h) Help and support; and,
- (i) Other User areas expected to be translated.

The Supplier should ensure the Customer is able to display and allow Users to create, modify, store and retrieve content using the full character sets of both French and English languages and ensure proper data translation for French to English or English to French.

The Supplier should ensure search and sort functionality using the full character sets of both French and English languages, including an ignore accents feature (e.g., à and â letters show as results of searching the letter a). Additionally, the User interfaces shall allow for data entry and data transfer of extended Unicode character sets (e.g., French characters utilizing UTF-8).

The ability to change and toggle between language preferences should also be available in the Solutions at an End User level, so that a User may elect to have their preferred language in English and another User in French.

The selection of the Customer’s preferred language should also be available in all of the Solution environments established (e.g., Production (“PROD”), User Acceptance Testing (“UAT”), Development (“DEV”) and other environments established by the Customer).

The Supplier should also ensure the Solution provides the ability for a Customer to enter User defined translated texts, where permitted.

2.3 Data Residency and Tenancy Solution

The Supplier shall ensure servers and backup servers are located on Canadian soil or a country that is a party to the Comprehensive Economic and Trade Agreement (“CETA”) in a secure data centre. The Supplier shall follow the PIPEDA requirements and adhere to encryption standards in that *Act*.

The Supplier should provide advice and recommendations to Customers (e.g., the use of a single or multi-tenant solution) for their Solution. As such, the Supplier shall ensure the Solution has the ability to support both a single and multi-tenant architecture.

2.4 Privacy and Security

The Supplier shall meet privacy and security requirements, in addition to those set out in Part 1, including, but not limited to:

- (a) Having an individual responsible for privacy and security compliance within its organization;
- (b) Providing to Customer, upon request, applicable policies and plans:
 - i. Privacy Policy (e.g., detailing the collection, use, disclosure, and retention of data);
 - ii. Disaster Recovery Plan (e.g., people, roles/responsibilities, backups, recovery infrastructure, steps involved, stakeholder communication, plan testing, version control, executive signoff);
 - iii. Business Continuity Plan (e.g., people, roles/responsibilities, backups, steps involved, stakeholder support and communication, plan testing, version control, executive signoff);
 - iv. Cyber Security Incident Response Plan (e.g., people, roles/responsibilities, backups, steps involved, stakeholder support and communication, plan testing, version control, executive signoff); and,
 - v. Privacy Breach Response Plan (e.g., people, roles/responsibilities, backups, steps involved, stakeholder support and communication, plan testing, version control, executive signoff).
- (c) Providing to Customer, upon request, a copy of the Supplier's most recent Privacy Impact Assessment ("PIA");
- (d) Providing evidence that Customer requested data has been destructed appropriately;
- (e) Providing security log capabilities and maintaining such logs for at least one (1) year; and,
- (f) Ensuring the Supplier's staff are appropriately trained.

2.5 Functional Requirements

2.5.1 Course and Classroom Management

2.5.1.1 Course Design and Build

The LMS solution shall offer the following course design and build functions at a minimum:

- (a) Customizable layout and design;
- (b) Ability to create course templates;
- (c) Ability to assign ownership of course templates to a selected group of users;
- (d) Previous course sites can be copied/used as a template for new courses;
- (e) Ability for instructor or administrator to select and apply course templates after site has been created;
- (f) Course sites can be created by system admin on demand;
- (g) Course sites can be created for non-course related groups (e.g., student clubs, research groups);
- (h) Ability to automatically close/hide sites by date (e.g., course sites can be automatically closed, moved to read only state, or hidden at the end of term or at some other defined date);
- (i) Course sites include multiple sections drawn from the Student Information System ("SIS") and can span multiple terms;
- (j) SIS sections can be included in multiple course sites;

- (k) Ability to enable approved users to easily enter the required data in order to create new course content based on HTML;
- (l) Ability to allow instructors to incorporate interactive multimedia throughout course content and activities;
- (m) Ability to use What You See Is What You Get (“WYSIWYG”) editor for formatting (i.e., copying and pasting from documents) and supports math and formal logic equations;
- (n) Ability to upload, store, convert, and stream (or pseudo-stream) video/audio/multimedia and ensure that the files are supported;
- (o) Ability to display and broadcast institutional announcements and messages to all LMS users upon login as well as the ability to broadcast to targeted groups and/or individuals; and,
- (p) Ability for instructors to fully simulate and see a student view of their course.

The LMS course design and build should provide the following optional functionalities:

- (a) Ability to assign course templates as default for particular groups based on criteria/rules;
- (b) Ability for the user to select course templates when requesting course sites;
- (c) LMS solution should simplify and effectively facilitate workflow for administrative and academic staff;
- (d) Ability to allow students and instructors to record multimedia directly in the LMS;
- (e) Ability to brand the Course sites differently and display the branding for different units they belong to such as faculties and programs; and,
- (f) Ability to modify the log in screen and student home page to incorporate institutional branding and content layout.

2.5.1.2 Content Management

The LMS Content Management System shall:

- (a) Have the ability to integrate with external content management systems;
- (b) Allow instructors and administrators to copy all or part of a course and can easily download and keep a complete readable copy of their sites;
- (c) Have a course copy tool that includes the ability to bulk offset previous dates;
- (d) Allow for courses to be exported in Common Cartridge format;
- (e) Have customizable ability to manage (edit, share) existing courses;
- (f) Support dynamic updating of content throughout courses (when the object is changed, this change is reflected anywhere it is in use);
- (g) Allow users to import and export courses and sharing of content between courses;
- (h) Allow for fine grained permissions of files;
- (i) Have an internal editor that allows file attachments, and is consistent in functionality across all internal tools;
- (j) Allow batch file upload & download or import and content management by course content area;

- (k) Allow users to customize importing of content within content areas (e.g., instead of entire lessons content area, only importing selected lessons);
- (l) Allow copying of the assessments area of a course (e.g., the gradebook can copy along with the assessments or LMS can copy the assessments only without copying the gradebook);
- (m) Provide granular instructor configurations for tools/features (i.e., turn on or off and hide features);
- (n) Have an HTML editor with the ability to modify external content within the LMS that is extended through Application Programming Interface ("API") (i.e. open and edit documents directly within the LMS content page removing the need to copy and paste from resources while also allowing for dynamic and hyperflex ability of these artifacts) and extended with plugins (e.g., Paste image as base64, Equation Editor, Upload File, Code Snippet, add Mathematical Formulas, Gallery, Special Characters, Add Accordion, insert camera capture);
- (o) Allow for Uniform Resource Locator ("URL") as a content item type (e.g., announcements, homepage);
- (p) Allow drag & drop content creation and management;
- (q) Allow files within folders to be moved from folder to folder within and between course sites owned by the user;
- (r) Provide the ability to link specific content from other areas (e.g., files, websites discussion boards)
- (s) Allow conditional release of content, adaptive content release control, and ability to specify when to release content to individuals based on user-defined rules and performance metrics such as time and/or grades;
- (t) Have a built-in document viewer that supports the latest file formats from Office(.doc(x),.xls(x),.ppt(x)), iWork(.page, .numbers, .key, ETC), LibreOffice (ODF) and Adobe PDF format;
- (u) Provide an area in the course for Instructors to manage (e.g., view, edit, delete, replace, move to another folder) course files that appear in the table of contents; and,
- (v) Provide a share files area to store files that can be made available to other courses, store custom CSS, and image files.

The LMS content management should provide the following optional functionalities:

- (a) Allow for versioning and tagging of files;
- (b) Provide the ability to create linear and non-linear lessons or modules within a course that are intuitive to navigate;
- (c) Provide the ability to gamify course content and assessments;
- (d) Enable the application of custom metadata; and,
- (e) Allow for content Version control and an Undo feature in course creation and grading.

2.5.1.3 Student and Instructor Profiles

The proposed solution shall:

- (a) Allow students to add a profile picture, preferred name, pronouns, biography, websites, language preference, and local time;
- (b) Provide multiple communication channels based on student's individual notifications preferences; and,

- (c) Provide the ability for individual students to opt-in/opt-out of notifications and at the same time the ability for instructors/system administrators to enable/disable this feature.

2.5.1.4 Student Success and Analytics

The proposed solution's student success features shall include:

- (a) Attendance tracking/an attendance tool with optional integration in the gradebook;
- (b) Export/extract of student usage statistics and allows for specific file formats in which statistics can be exported;
- (c) Ability for instructors to view their students' performance over time within a course (e.g. activity over time, performance metrics); and,
- (d) Ability to disable/display administrator names in tools such as the class list and gradebook.

The LMS student success and analytics should provide the following optional functionalities:

- (a) Customizable, analytic-driven notification/predictive capabilities for the Instructor to identify potential delinquent or at-risk students, based on current progression within a course, which may trigger prepared emails. They are customizable and can be disabled/enabled by the Instructor;
- (b) Tracking of student usage activity in a course and a tool for presenting the information (i.e., graphs);
- (c) An instructor dashboard illustrating student engagement in a course and the type of data used to measure engagement; and,
- (d) Ability for a final grade prediction for a student based on the student's current progress in the course.

2.5.1.5 Course & Group Enrolment

The proposed solution shall have the ability for:

- (a) Different enrollment options (i.e., self, automated, combo, uploading from a file such as CSV);
- (b) Groups to be created in various ways, manually, automated or self-selected (e.g., groups can be generated automatically from SIS information, manually or randomly by instructor, or self-selected by student);
- (c) Students to be assigned to groups in various ways with a "view all" feature so that all students are displayed at once while enrolling students in groups;
- (d) Instructors to split groups or create random groups within sections (e.g., a course with multiple tutorial sections and random groups can be created within each tutorial section);
- (e) Students to self-enroll in predefined groups where group size may be restricted;
- (f) Groups to have their own toolset (e.g., discussion forums, chat, file sharing, assessment);
- (g) Reports/metrics on group activity/engagement;
- (h) Instructors to create and manage groups;
- (i) Group names to be easily modified, and changes can be applied to all or select number of groups; and,

- (j) Instructors to interact and engage with students and send announcements/messages to students in specific groups only.

The LMS course and group enrolment should provide the following optional functionalities:

- (a) Sign-up sheets (e.g., for groups, topics, presentation time) as a means of joining a self-enroll group;
- (b) Allow individuals in group assignments to receive either individual or group grade and ability to filter grade centre by group;
- (c) Ability for Instructors to see who is logged into the site and ability to enable/disable this feature from the students view;
- (d) Students can be assigned to groups using rules (e.g., randomly, alphabetically, manually, self-enrolment, fixed number, groups based on major);
- (e) Student visibility to see who their group members are with the ability for instructors to enable/disable this feature;
- (f) Ability to Assign a Teaching Assistant (“TA”)/Graduate Assistant (“GA”) to a group;
- (g) Graded group discussions both by group and individual team members in groups;
- (h) Integrated peer assessment/review to conduct peer evaluations and provide peer feedback on assessment and other student content types;
- (i) Ability for collaborations amongst classmates that can happen asynchronously or in real-time such as group workspaces, randomized grouping, and updates of groups when new enrolments occur; and,
- (j) Networking & collaboration functionalities that support Communities which are online environments for formal and informal organizations and clubs. LMS users can connect and collaborate with the same feature options for presenting information and communicating with other community users as found in courses and are managed in a similar way including
 - i. Support for large audiences without compromising system performance and stability (e.g., resource sharing for targeted audiences such as program, divisional, Indigenous Education Strategy, Anti Racism/Human Rights and Ethics or professional development opportunities and courses);
 - ii. Community/organization spaces for students to explore and request to join. Ability for self-enrollment for community/organization spaces and offers tools for student life supports such as student communities, Indigenous Education services, athletics, career advisory, international student support;
 - iii. Ability to provide student support offerings aligned with course delivery such as peer coaching, course tutoring for bulk audiences; and,
 - iv. Student Success offerings which provide places for engagement, open spaces for students to network with peers and staff, information sharing, submissions, calendar entries, and events to occur for targeted audiences (student, students and staff, or all individuals within a centre/school).

2.5.2 Assessments and Evaluations

2.5.2.1 Quizzes and Tests

The proposed LMS solution shall perform the following functionalities:

- (a) Facilitate tests, exams, quizzes, and surveys and apply Accommodations easily to individual assessments or across multiple assessments;

- (b) Allow instructors to preview quizzes and to practice taking the quiz as a student before release;
- (c) Allow instructors to set
 - i. Time limits and attempt limits on quizzes. Ability to adjust and override time limits for accessibility accommodations;
 - ii. Start and end times (e.g., all exams start at the same time or within a range);
 - iii. Boundary time (e.g., exam is accessible for a defined period from the start and then access closed);
 - iv. Time to complete once open separately from availability (e.g., an exam may be available to start any time within a 24-hour window, but students have 1 hour to complete it once they open it);
 - v. Number of attempts, configured at the class, group, and individual levels; and,
 - vi. Exclusive access features to provide selected students with different due dates/times than the rest of the class.
- (d) If allowed by instructor, students can save their work and return later within the allowed time frame;
- (e) Instructor initiated option to allow students to resume test if they had left/kicked out;
- (f) Quizzes automatically save when an answer is selected;
- (g) Text-based question responses are saved in real-time as they are typed;
- (h) Quizzes can be deployed to/accessed from within lessons/modules and attached to that module;
- (i) All elements of the assessment tool including interface and question types are accessible under AODA requirements;
- (j) Quizzes shall
 - i. Have multiple question types in each quiz;
 - ii. Provide and support a wide range of question types in the tests/quizzes tool with the ability to import questions from a file (e.g., multiple choice, fill-in-the-blank, fill in the multiple blanks, essay, short answer, matching, drag-and-drop, multimedia (video, images), adaptive release, numerical, formula based/calculated, true/false, either/or questions, multiple answer, opinion scale/Likert scale, code response, equation-based response, ordered response);
 - iii. Have Video/audio used within a single quiz question; and,
 - iv. System supports numeric/formula/algebraic questions (eg.. $x + 3 = y$ where x 's range is specified and y is computed by the test system).
- (k) Test results, along with date and time of submission, are recorded and available to instructors in a student activity report;
- (l) Provide options for assigning and distributing quiz questions including
 - i. Extra credit questions on quizzes;
 - ii. Option to reuse questions from previous tests;
 - iii. Option to create multiple versions of the same exam/survey and/or randomize questions;

- iv. Creation of a question pool/bank that can be shared across course sites and/or other question pools;
 - v. Ability to set up blocks or sections of an exam that can be drawn from different pools of questions, and/or include different question types;
 - vi. Ability to select a subset of questions that are randomly drawn from a question pool and assigned to students;
 - vii. The number of test items that are displayed at once (e.g., One question at a time, all together, in blocks);
 - viii. Quizzes can be configured to present questions in random order;
 - ix. Order of distractors in multiple-choice questions can be randomized. If manually ordered, quiz order can be easily re-ordered; and,
 - x. Questions can have metadata or tags added to allow for categorization (e.g., topic, theme, difficulty, chapter, course etc.).
- (m) Quizzes can be exported in common formats (e.g. QTI-compliant question banks, publisher banks, OER ancillary resource banks) and retain formatting;
- (n) Quiz/exam grading system
- i. Supports algorithmically graded questions (i.e. student responses are compared to a user defined function that computes the correct solution);
 - ii. Allows for standardized and individualized feedback on assessments;
 - iii. Provides the ability to assign partial credit and/or manually mark a quiz;
 - iv. Allows grades for Quiz questions that are autograded to be overridden;
 - v. Allow answers to be altered by the instructor (e.g., if an instructor discovers an error in their marking scheme, they can change it);
 - vi. Has the option to show correct answers, provide feedback and/or provide a model answer;
 - vii. Allows essay/short answer responses to receive automatic feedback (e.g., prepared feedback released after the exam is complete);
 - viii. Has the option for quizzes to be graded anonymously or ungraded; and,
 - ix. Allows for a variety of feedback types to be included (e.g., audio recordings, document markup, rubrics).
- (o) Detailed item analysis and statistics available for quizzes/exams that allows quiz results to generate psychometric (e.g., point biserial, discrimination index) data on all questions;
- (p) Provides an intuitive, usable, flexible, integrated quiz/exam authoring tool that instructors can use to create their own assessment tasks;
- (q) Allow import from SCORM or QTI-compliant third-party publishers and tools, SCORM files adoption and connective to gradebook; and,
- (r) Ability to natively import questions in standards-based (e.g. QTI) and other common formats (e.g. QTI-compliant question banks, publisher banks, OER ancillary resource banks).

The LMS quizzes and tests should provide the following optional functionalities:

- (a) Allow Essay/short answer to be integrated with a plagiarism detection tool;

- (b) Include computer code as written responses in quizzes;
- (c) Provides the ability to “drop” a question and easily regrade (e.g., exclude one question and instead of being out of 10, grade is now out of 9);
- (d) Essay and short answers can be annotated inline (equivalent to assignment submissions);
- (e) Allow instructors to restore inadvertent grade item deletions without having to log an incident with technical support team;
- (f) Allow for the alignment of outcomes and standards with assessments (e.g., rubrics, quiz questions, assignments);
- (g) Allow for the input of course and program level outcomes and standards with the ability to create, map, and track learning outcomes and their sub-elements;
- (h) Option to create branching quizzes to support mastery/competency-based assessment (i.e., if they get question 3 wrong, they are provided with different questions than if they get question 3 correct);
- (i) Allow for the creation/export of quizzes (all question types) to be used outside of the LMS (i.e., paper copies);
- (j) Allow instructors to remark across the quiz and automatically regrade all affected answers;
- (k) Word and/or character limits can be set on an essay-type question;
- (l) Native test proctoring solution that would lock down browser access and/or provide AI/video proctoring;
- (m) Provide the ability to record group assessments (e.g. single assessment for a group of students);
- (n) Provide the ability for answers and feedback to be released adaptively (e.g., answers released at a set time, at the end of the exam time, after all have been submitted, after all have been marked, for a limited time only);
- (o) Allow students to provide self-assessment comments (e.g., students might provide a self-assessment or have access to the rubric and self-assess against the rubric); and,
- (p) Allow for students to comment on the work of other students (i.e., peer assessments).

2.5.2.2 Assignment tools and Online Submission

The LMS Solution shall offer functionalities including:

- (a) Assignments submitted by students are displayed to Instructors in a format that can be sorted by assignment name, due date, student name, student number, time and date of submission, and group members;
- (b) Assignment tool accepts files submitted in various document formats (e.g., PDF, Word, ODF, Excel, PPT, TXT, RTF) which can be annotated and graded inline in the assignment grading tool or assignments can be downloaded for offline grading;
- (c) Internal assignment dropbox and display of assignments on browser for grading with the ability to submit assignments in multimedia format;
- (d) Students can preview a draft submission after it has been uploaded;
- (e) Students can edit or resubmit up to due date if instructor allows;
- (f) Students can see or confirm receipt of submitted assignment;

- (g) Instructor can set parameters for assignment that apply to individual students, groups of students, and all students (e.g., for accommodation, incorrect file uploaded, corrupted file, reopening submission window);
- (h) Instructor can clear or exempt an assignment attempt, or reopen it to individual students, all students, or groups of students after the due date;
- (i) Assignments can be included or excluded from grade calculations;
- (j) Assignments can be accessed in multiple ways for online grading (e.g., through assignment tool, grade centre);
- (k) Statistics are available for achievement on assignments (e.g., mean, median, range);
- (l) Feedback can be provided in multiple formats (e.g., text files, inline text, handwritten markup, comments, audio, video);
- (m) Assignments can receive iterative feedback (e.g., draft, second submission, final submission);
- (n) Assignments can be submitted as an inline text response;
- (o) Multiple files can be uploaded for one assignment;
- (p) Maximum file size can be set by System Admins for assignment submissions (e.g., system wide, by course, by program);
- (q) Multiple files can be attached to an assignment description/task by the Instructor;
- (r) Instructor can easily see which students have submitted assignments, when they were submitted, and whether they were submitted on time. (e.g. via an assessment dashboard, activity stream, grade centre); and,
- (s) Server date time stamp is placed on assessment submissions.

The LMS assignment tools should provide the following optional functionalities:

- (a) Virus screening is performed on all attachments and uploads;
- (b) Students can save assignment as draft and the assignment can auto-submit after the due date and time;
- (c) Assignments/Assessment tasks can be assigned to learning outcomes that are tracked in an analytics module;
- (d) Instructor ability to submit assignment/release it for grading on student behalf; and,
- (e) Assignments can be peer reviewed/graded, self-reviewed/graded, and reviewed by external reviewers.

2.5.2.3 Rubrics

The proposed solution shall offer the ability to:

- (a) The grader to provide comments on each criterion when grading with the rubric;
- (b) Create rubrics that map to metadata schema, including but not limited to custom learning outcomes schema;
- (c) Instructors to edit the rubric criteria order;
- (d) Use one rubric in multiple course shells;
- (e) Customize rubric scoring/weighting of different criteria;

- (f) Associate assignments with grading rubrics and grade directly using the rubric (e.g., grading directly in the rubric, which then calculates the grade for the assessment);
- (g) Copy rubrics from semester to semester and can be shared across course sections and course sites;
- (h) Allow rubrics to be customizable, self-calculating with manual override options and feedback fields for each criterion and category; and,
- (i) Integrate rubrics into/applied to all assessments and can be added to quizzes.

The LMS rubrics should provide the following optional functionalities:

- (a) Instructors can use interactive rubrics to grade anything in the system that can be assessed;
- (b) Connect all gradable course content to an interactive rubric;
- (c) Import/attach a word document/excel rubric into the LMS rubric tool; and,
- (d) Import and export rubrics in usable and readable form (e.g., can upload and download editable versions of rubrics in PDF or other formats).

2.5.2.4 Gradebook

The LMS Solution shall include the following elements:

- (a) Detailed gradebook format and score display;
- (b) Ability to sort/filter the grade tool by user name/first name/last name/student ID;
- (c) Assessments (i.e., assignments, blog, journals, and other tools) can be graded using either directly integrated tools or external tools based on the student details provided (i.e., student number, user name, submission date/time, group name group members);
- (d) Provide the ability for the instructor to customize their view of the grading interface;
- (e) Includes an option to see the student view of the grade tool;
- (f) Various views/displays to mark status or based on the score;
- (g) Distinguishes between the different types of assessments or ability to label grade items as particular formats such as tests, quizzes, assignments;
- (h) Ability to save gradebook changes in real-time with a grading revision history;
- (i) Ability for instructors to enter grades in the grading tool while logged into the system from a Mobile device;
- (j) Grades can be uploaded easily;
- (k) Allows instructors to send messages to students based on missing assignments and/or scored below/above a certain grade;
- (l) Ability to create, edit, and adjust grade schemas/ranges/scales based on instructor preferences (marking schemas);
- (m) Ability to assign weight to gradebook items/each graded assignment;
- (n) Allows number, letter and scale grade options (i.e., allows for a weighted, points-based or pass/fail grading structure);
- (o) Grading utility that allows instructors to weigh, combine and summarize other scores to create a custom formula;

- (p) Ability to drop a grade in the calculation, by criteria (e.g., drop lowest, drop highest, drop last);
- (q) Allows for grade items to be weighted at 0% or not included in a final grade calculation;
- (r) Ability to mark gradebook items as extra credit/no credit and include "bonus marks/extra credit" to a final grade calculation; and,
- (s) Ability for instructors to create & post audio and video responses in grading feedback.

The LMS gradebook should provide the following optional functionalities:

- (a) Ability to integrate Student Information System with Grades from the LMS;
- (b) Allows for blind grading of quiz questions/assignments/other graded assessments;
- (c) Marking/grading can be done offline, and feedback can be uploaded easily;
- (d) Ability to mark a student grade as exempt with an option to re-weight the other assessments for that student only or to distribute/assign the weight of the excluded grade to one or multiple other assessments; and,
- (e) Able to support specifications grading approaches (e.g., defined grade pathways where each assignment is pass/fail where the "pass" is truly competent or proficient work with the ability to track resubmissions and bundles of assignments that constitute grade pathways).

2.5.2.5 Grade-reporting & grade centre management

The LMS solution shall include the following grade-reporting capabilities:

- (a) Selective release of grades. Grades can be manually or automatically released to individuals, groups, the whole class with an option to delay release of grades;
- (b) Ability for students see their progression on outcomes, standards, or competencies;
- (c) Allows instructors to hide and unhide grades;
- (d) Import of grade from external sources and export of grades;
- (e) Allows for the export of grades from the gradebook in various formats to Excel, Comma-Separated Values ("CSV") or Extensible Markup Language ("XML");
- (f) Retains information about work completed by/grades of students who have dropped the course;
- (g) Permissions-based access to the grade centre;
- (h) Assessment tasks can be accessed from the grade centre by Instructors;
- (i) Reports from the grade centre can be downloaded by Instructors;
- (j) Final grade can be calculated by the grade centre and made available to students;
- (k) Instructor can choose which items contribute to final grade;
- (l) Once released by the instructor, students can see consolidated view of all their graded and ungraded assessment items;
- (m) If instructor releases them, students can see class statistics for each assessment item and their comparison to those statistics (e.g., students can see the class average for an assessment item and their grade in comparison);
- (n) Students can see a snapshot of cumulative grade so far;

- (o) Sort and search functions are available for reordering the grade centre;
- (p) Ability to easily see grade and feedback provided for any item within the grade centre (students and instructors);
- (q) Provide an audit feature for date/time/person who made changes to a grade entered; and,
- (r) Ability for instructors to hide/unhide columns and rows from students view.

The LMS grade centre management should provide the following optional functionalities:

- (a) Grade centre allows instructor to easily see submission state (e.g., which students have and have not submitted an assessment task, late submissions, which have been graded/returned);
- (b) Assessment items can be associated with learning outcomes at multiple levels (e.g., course learning outcomes, program learning outcomes, activity or module level outcomes);
- (c) Ability to provide a learning outcomes report at the individual, group, course and program levels;
- (d) Grade centre can handle multiple grading formats, scales, weightings that can be applied to different students or groups of students (e.g., a cross listed course with graduate and undergraduate students that have different weightings for some of the same assignments);
- (e) Ability to colour code cells (e.g., Visual and non-visual cues for status of items in the grade centre);
- (f) Ability to provide a learning outcomes report at the individual, group, course and program levels; and,
- (g) Ability to bulk upload/download assignment submissions and feedback.

2.5.3 Communications

2.5.3.1 Emails

The proposed solution shall offer the ability:

- (a) For users to receive notifications from the system when new content is added or activity is triggered (e.g., notifications may be via email, text, app notification);
- (b) For an internal e-mail system that instructor or system admin can configure who is allowed to see and send emails;
- (c) To integrate the LMS email tool with third-party email tools (i.e., the customer's current email system);
- (d) For Instructors to send e-mail to all students in a course, to a specific group, selected students, or to one individual with the functionality to send an email from within the groups tool in the course, for easy email of a subset of students;
- (e) For students to send e-mail to instructors, all students in a course, to a specific group, to selected students, or to one individual in a course;
- (f) For when announcements are added to the site, email or other notifications to be sent to users including the announcement. Users should be able to opt-out of low-priority announcements;
- (g) For users to see activity in a dashboard or activity stream, and subscribe or customize which activities they wish to receive notifications for;

- (h) For documents to be attached to e-mails or other notifications;
- (i) To forward internal email messages to other email systems;
- (j) To designate message or notification status as Important; and,
- (k) To flag emails as important or "to-do".

2.5.3.2 Messaging and Chats Groups

The LMS shall include the following chat functionalities:

- (a) An integrated synchronous text chat tool;
- (b) The synchronous text chat tool has a moderator feature that allows a designated person to facilitate discussions by managing the sequence of student postings;
- (c) Chat sessions can be saved to a text file (by students and instructors);
- (d) Synchronous chat tool can be assigned to student groups for their exclusive use;
- (e) Chat can be continuous or on a session basis;
- (f) Synchronous chat tool has an anonymous option for registered users; and,
- (g) Inbuilt Instant Messaging centre tool (Real time text-based chat between users).

2.5.3.3 Discussion Forums

The LMS shall provide an integrated threaded discussion tool with the following features:

- (a) Participants posting to a forum can be identified by name, date, and time, or can be anonymous, and these settings can be changed from forum to forum;
- (b) Discussion posts can be sorted, filtered and searched (e.g., conditions might include posts sorted by a student, subject, date and time, group, topic, sorted or filtered by characteristics, or searched for keywords or users);
- (c) Provides students with the ability to view the number of unread discussion posts, total posts, views, unapproved discussions, and details of last post;
- (d) Has a "must post first" option, keeping students from seeing other postings before authoring their own;
- (e) Instructors can generate report of all posts made by an individual or group;
- (f) Users can edit and remove forum posts with granular editing permissions available;
- (g) Includes filter and search capabilities for both instructor and students;
- (h) Allows for students to rate/like posts;
- (i) Instructors can create discussion forums with access restricted to various groups based on rules (e.g., Whole class, group members, individuals; restrict post visibility until a user has posted themselves);
- (j) The discussion tool allows for moderation by instructors or students and moderator roles can be assigned to the discussions;
- (k) Users can subscribe to discussion activity, and notifications provide direct access to posts;
- (l) Easy to interpret visual indication of new posts; text alternative required;
- (m) Intuitive display of asynchronous discussion threads;

- (n) Ability to export discussions to an aggregated text document;
- (o) Discussion forums can be copied to new sites with or without existing content;
- (p) Discussion tool supports text, images, audio/video, and file attachments;
- (q) Ability to attach/link discussion forums to a module/learning activity;
- (r) ability to restore inadvertently deleted items within the discussions tool;
- (s) Links discussion notifications directly to the post that prompted the notification which can be enabled/disabled at individual level for both chat notifications and discussion board notifications; and,
- (t) Creating a group discussion topic and assign it to multiple or all groups at once.

The LMS discussion forums should provide the following optional functionalities:

- (a) Ability to link discussion forums to learning outcomes;
- (b) Ability to grade discussion postings that can be integrated with a plagiarism detection tool;
- (c) Ability to export discussions to an aggregated text document;
- (d) Has a profanity filter/notification for questionable content; and,
- (e) Includes an RSS feed.

2.5.3.4 Announcements and Notifications

The proposed solution shall:

- (a) Have sound, consistent and integrated channels and functionalities for communication, information and collaboration;
- (b) Have flexible and adaptable communication and information interfaces with seamless exchange between users and groups across the system;
- (c) Allow for scheduled announcements, and instructors to delay an announcement to a set day and time;
- (d) Provide the ability to lock certain announcements to remain available;
- (e) Provide the ability to create and target communications based on custom groups/roles identified through the various requirements and audiences (e.g., messaging to all first year students);
- (f) Allow news and announcements to be released with specific criteria to diverse groups of users;
- (g) Provide functionality enabling scheduled emails or to send automated messages to a student based on certain levels of activity or inactivity which can be enabled/disabled;
- (h) Provide the ability to edit an announcement even after it has been posted;
- (i) Allow for announcements to be copied/reused from course to course/term to term;
- (j) Allow students to receive announcements/notifications outside the LMS;
- (k) Provide instant notifications, alert students of new content, course changes, or interactions; and,
- (l) Allows senders the ability to receive read notification for announcements.

The LMS announcements and notifications should provide the following optional functionalities:

- (a) Allow for automated announcements/notifications/emails;
- (b) Allow for customizable notifications of activity and announcements in a course (e.g., email, text);
- (c) Include an RSS feed and provide global and course-level announcements;
- (d) Include a tool that can provide personalized communication preferences and automated notifications at scale which can be enabled/disabled;
- (e) Information, announcements, and messages related to teaching must be exportable to other systems, and the LMS should be able to import the equivalent from external services where appropriate; and,
- (f) Have tiered based notifications on levels of importance (e.g., urgent flags).

2.5.4 Productivity Tools

2.5.4.1 Calendar

The LMS solution shall provide the following calendar features:

- (a) A course calendar where institutions can post institution-wide events to these calendars;
- (b) Integrates with external calendars/third-party calendar applications (e.g., via API, iCal subscription URL);
- (c) Ability to feed course calendar to external calendars with calendar links to assignments and activity due dates, including an integrated communication feed and calendar for all courses;
- (d) Ability to sync Calendar to other personal calendars;
- (e) Calendar function to provide standard iCal feed for other iCal-compliant calendars;
- (f) Ability for students and instructors to create an event directly from the calendar;
- (g) Ability for the instructor to add events to a course calendar;
- (h) Ability for users to filter calendars by individual courses or view aggregate calendar of all courses at the same time;
- (i) Provides students with a consolidated calendar that displays assessment due dates and other important reminders across all their courses with the ability to filter calendar events by type (e.g., due dates);
- (j) Calendar items that can be added in context (e.g., option to add assignments/quizzes to calendar is available in the assignment tool; option to add module/learning activities to the calendar within the builder for these tools; discussion forum due dates added to calendar when setting them up); and,
- (k) Ability for students to print calendar events.

The LMS calendar tool should provide the following optional functionalities:

- (a) When creating an assignment/assessment/activity/group assessments in the course, the calendar should have the option to automatically populate the due dates;
- (b) Allow students to add personal items to the calendar;
- (c) Allow for Automatic reminders for upcoming events appear when student logs in; and,

- (d) Provide the ability for the institution to include holidays/important dates, preferably through an iCal import.

2.5.4.2 Learning Object Repository

The LMS solution shall:

- (a) Provide the ability for users to upload resources to a Learning Object Repository;
- (b) Provide the ability for users to draw from the institution-approved personal storage. Files can be also attached to assignments or used as course materials and/or redistributed to multiple course/communities without the need to re-authenticate. The files/artifacts should remain on the external resource and not be copied into the LMS but remain seamless to the end user;
- (c) Integrate Learning objects from multiple third-party Learning Object Repositories and third party tools;
- (d) Allow multiple repositories to be created based on subject matter, department, or other categories;
- (e) Provide instructors the option (with permission) to share a student portfolio or allow students themselves to share a portfolio or components of such, with an external reviewer(s);
- (f) Provide ability for student to import content into an e-Portfolio, from within the LMS and from external sources, including all discussions, assignments (and feedback); and,
- (g) Allow e-Portfolio and all content to be exported from LMS and imported to other portfolio systems or hosted as a website.

2.5.4.3 Integration of Third-Party Software

The proposed solution must be able to integrate with third-party software of various functionalities and adhere to standards including, but not limited to:

- (a) A process for automatically populating course rosters from the student information system (SIS)/system of record and supports standard SIS integrations (including ease of accessibility to find SIS/ERP data import file specifications. Integration scope can be configured with SIS for users, roles, courses, and course outcomes/grades;
- (b) Video Hosting Platforms and third-party web conferencing tools;
- (c) Online Collaboration Tools;
- (d) Integrations with peer assessment/review tools, assessment integrity technologies and plagiarism detection tools;
- (e) Backend and Front-End Cloud Storage Solutions;
- (f) Publisher online learning platforms;
- (g) Analytic Environments;
- (h) Point of sale technologies;
- (i) Social networking sites;
- (j) Lecture capture tools;
- (k) Other Corporate LMS solutions/Internal Staff Learning Solutions;
- (l) Digital library services and systems, such as virtual reference services and electronic reserves;

- (m) Course Outline/Syllabus Integration;
- (n) Supported standards (and versions) for data exchange;
- (o) Content standards and Sharable Content Object Reference Model ("SCORM") 4.0, IMS QTI (Quiz Tool Interoperability) and Aviation Industry CBT Committee ("AICC");
- (p) Emerging e-learning standards (e.g., IMS), Visual editor, SCORM package integration, Multimedia package integration with embedding iframes;
- (q) Compatibility with all major browser versions (i.e., Google Chrome, Edge, Mozilla Firefox, and Apple Safari);
- (r) Supports the latest commonly used operating systems, including Windows, Mac OS X, ChromeOS and Linux;
- (s) Ability to integrate LMS' with cloud based third party storage services;
- (t) Scheduling/registration integrations;
- (u) Integration with plug-ins and third-party tools;
- (v) Ability to limit availability of integrations to specific course offerings, programs and other contexts;
- (w) Integration with Learning Tools Interoperability ("LTI") tools and adherence to LTI standards created by the Instructional Management System ("IMS") Global Learning Consortium including
 - i. Limitations of solutions' LTI 1.1 and LTI 1.3 implementation are documented;
 - ii. LTI 1.3 implementation supports Context Sub Roles and communicates Sub Roles to external tools (e.g. custom roles in the LMS can be communicated to an LTI integrated 3rd party system);
 - iii. Support for all known LTI Advantage extensions;
 - iv. The solution natively supports LTI, including the most recent version;
 - v. LTI implementation allows admins to create a customized "confirmation page" in the LMS that is shown to users who click on an LTI link (e.g., to let the user know they are about to leave the LMS, that their information may be stored in a third-party system); and,
 - vi. Guaranteed stability and reliability of the APIs and LTI.
- (x) The solution supports APIs to enable
 - i. Real-time integrations (i.e., simulations), for use in synchronous tools such as virtual meetings;
 - ii. Alternative mechanisms to be in place to achieve the functionality if an operation cannot be performed through the API;
 - iii. Real-time APIs in the Core LMS to provision user accounts including create, re-activate, deactivate and delete user accounts;
 - iv. Third-party survey platform(s) for the movement of data (e.g., API compliant); and,
 - v. API descriptions for the Proponent's solution's standard integration features, along with methods of customization.

2.5.5 User Interface and Compatibility

2.5.5.1 Navigation and User Experience

The solution's usability shall address the following requirements:

- (a) Ease of Use and a consistent user interface;
- (b) Streamlines access to important content and information. (i.e., student dashboard/menu interface/course entry point) and is customizable by institution/Instructors/individual students;
- (c) Students can preview objects before downloading or loading them in the system;
- (d) The user interface provides students with an intuitive means for navigating within courses and from course to course;
- (e) LMS User Interface ("UI") has been formally evaluated for usability with diverse user audiences;
- (f) Interface uses a modern approach to ensuring minimal load time/responsiveness on all platforms;
- (g) When completing tasks, users are returned to the same place on the page upon save, rather than the top of the page;
- (h) Content is autosaved continuously or frequently as it is entered (e.g., when typing into text editor in all areas of the LMS) and allows for working offline;
- (i) Search functionalities include ability for users to search for content within a course, enterprise search from external sources, and external systems may search the offered solution's content;
- (j) Ability to search across pages, courses and File Manager associated with a specific course; and,
- (k) Ability to search content by author, institution, title, keywords, shared with, subject, date, and resource type.

2.5.5.2 Device Compatibility and Formatting

The LMS solution shall ensure feature compatibility and standard formatting across devices including, but not limited to:

- (a) Multi device type friendly interfaces that are compatible with Windows and Mac operating systems;
- (b) Support for mobile user experience through an additional apricate or responsive design in User experience("UX") and have near identical experience regardless of device type. (i.e., Mobile app, Mac, PC, iPad, Tablet);
- (c) Supports all major browser versions, both on desktop and mobile;
- (d) Desktop version is responsive/scalable and runs on mobile devices (tablets, smartphones);
- (e) Underlying platform support for all major mobile phone browsers and their screen sizes;
- (f) All functionality is supported through either the mobile app or through responsive design; and,
- (g) Access to the full LMS interface on the native browsers of mobile devices/application for both instructor and student views.

The LMS should provide the following optional compatibility functionalities:

- (a) Instructors can grade assessment and perform majority of teaching activities by using a mobile device (e.g., send announcements, grade assignments and quizzes, upload and alter content); and,
- (b) All assessment types are mobile compatible (e.g., able to be viewed consistently and completed on a mobile device in an equivalent format to on a PC or Mac).

2.5.5.3 Mobile Application

The LMS mobile solution shall offer features including, but not limited to:

- (a) The proposed solution has dedicated mobile application for instructors and students that can interact with the majority of the system's functionality for all major smartphone platforms (e.g., receive announcements, access learning content, complete a quiz, upload an assignment, post in a discussion forum);
- (b) Enhanced functionality through native mobile apps that are free to download, and mobile access does not have any additional charges for the institution;
- (c) The mobile solution allows users to receive native push notifications on their mobile device(s);
- (d) Mobile app informs students of new course developments in real-time (e.g., cancelled classes and released grade);
- (e) Supports the viewing of assignments in multiple formats, such as pdf, doc, and files that are more than one page long;
- (f) Mobile grading app/functionality that supports all grading functions;
- (g) Allows for grading with a rubric from the mobile app and rubric criteria value descriptions are visible;
- (h) Ability to play third party video content;
- (i) Optional capability to include a lecture capture tool;
- (j) Allows students to login simultaneously from multiple devices and can be enabled/disabled;
- (k) Ability for Instructors to annotate submitted assignments within the mobile app; and,
- (l) Question types for quizzes and tests function in an equivalent manner on mobile devices.

The LMS mobile application should provide the following optional functionalities:

- (a) Be different for instructors than it is for students;
- (b) Provide the ability to quickly switch between courses in the mobile app;
- (c) Allow instructors to assess student submissions while offline; and,
- (d) Allow students to manage their workload across courses (e.g., mobile friendly calendar solution).

2.6 Technical Requirements

2.6.1 Administrative Features

The LMS solution shall provide administrative functionalities including, but not limited to:

- (a) User Analytics including tracking, reporting and dashboards on user activity (e.g., course usage);

- (b) Ability for instructors to add external guests & participants with alternative solutions for authentication for users without an account or the Proposed solution allows for guest accounts;
- (c) Users can belong to several user groups, and external users may be generated/added and assigned roles;
- (d) Administrators or support team can access and simulate/impersonate accounts in order to troubleshoot/provide service/supports (audit logs of this activity are kept);
- (e) Daily snapshots of individual courses/communities that can be self-restored by localized trusted parties without Supplier escalation/assistance;
- (f) Ability to create and distribute custom institution or organization roles for non-standard audiences;
- (g) Ability to assign multiple roles (such as student, instructor or administrator) that can vary by course with the option to specify a duration/add an expiry date for the assigned role;
- (h) Support for various types of default roles/functionality that are adaptable and can be automatically imported from and mapped to the roles in Institutions' SIS;
- (i) Ability to define/customize system roles and course roles;
- (j) System administrator can search/edit/pull reports for users in the system based on system roles;
- (k) A dashboard that provides visual information for the auditor to easily view the student that they're auditing;
- (l) Ability for administrators to post and edit system-wide, divisional, or departmental announcements;
- (m) Ability to create notices that must be acknowledged (e.g., copyright acknowledgement & consent, notice of data collection, notice to users passing through LTI to 3rd party system);
- (n) Accommodations for multiple different kinds of term lengths on the same system;
- (o) Ability for cross-listing/amalgamation of courses;
- (p) Proper error handling when uploading files (i.e., not allow files with names containing non-alphanumeric characters) and is consistent throughout the system;
- (q) An auto-save function so that in-progress work is not lost in the event of an unexpected system outage;
- (r) Admin user interfaces provide support for complex searches (e.g., search tools allow for wildcards, regular expressions, multi-field search, e.g. courses, users, roles, activity);
- (s) Admins can create terms, courses, users, roles, and other records directly through the user interface;
- (t) Admins can modify labels and other text in the user interface, to draw attention to important, institution-specific matters from copyright holder (e.g., to discourage the use of certain features that can't be disabled; to remind users not to upload materials without permission); and,
- (u) Ability for each faculty to have administrative capabilities to download, view, edit, and assess student work and create and update content offline and sync with server later.

2.6.2 Storage and Hosting Environment

The proposed solution's Cloud Environment shall:

- (a) Provide a guaranteed availability of 99.9%;
- (b) Provide minimum storage space of three (3) Terabytes to the Customer upon implementation and migration to the LMS;

- (c) Scale to support average loads, peaks, and year-to-year growth for an end-user community of 30,000 or more;
- (d) Offer software developer kits; and,
- (e) Provide quick response times at peak load periods and can support real-time queries and generation of complex reports without affecting solution performance.

The proposed solution's Software as a Service Solutions ("SaaS") shall:

- (a) Have a formal system (feed, ticketing system, etc.) to communicate outages and resolutions to clients;
- (b) Provide the size of the largest cloud-based installation/tenant of the Proposed solution;
- (c) Have all cloud services that are a part of the LMS solution hosted in Canadian data centres, including all failover and backup systems;
- (d) Have all APIs comprehensively documented. Endpoints (or methods) and their request/response types are fully described. Functional (how-to) overviews are included;
- (e) Have the Outbound email Simple Mail Transfer Protocol ("SMTP") be configured to the preferred mail infrastructure; and,
- (f) Have Upgrade schedule pre-determined at set intervals with documentation provided to Technical staff with well-defined responsibilities of Supplier/Third-Party and Customer.

2.6.3 LMS Framework and Scalability

The proposed solution shall:

- (a) Provide the ability to scale the implementation for increased usage, such that more storage and users can be added;
- (b) Allow for large file sizes to accommodate videos or other multimedia files;
- (c) Allow updates to be adopted with minimal disruption to the customer environment;
- (d) Provide a test environment for testing integrations, plug-ins, training, and a beta environment for testing new features or roll-outs;
- (e) Have a strategy for incorporating new functionality in the proposed solution and aligns with emerging higher education needs;
- (f) Allow system administrators to specify which areas within shells should be available for notifications (e.g., content, communications, grades);
- (g) Employ a scalable database under an architecture; and,
- (h) Provide the ability to automate export of student and course data (e.g., API's, direct table access, database export/backup)

2.6.4 Reporting analytics

The proposed solution shall:

- (a) Natively supports Data Analytics with the ability to access reporting data by authorized users with third party data analytics programs and tools;
- (b) Integrate query, online analytical processing ("OLAP"), and data mining capabilities and tools;
- (c) Report which tools/components are being actively used and not just enabled (e.g., bulletin board, assignment, quiz, chat), at various levels of granularity (e.g., within a single course, across multiple courses, across all courses);

- (d) Report how many courses are active and can define “active” in various ways (e.g., have had user access within n hours, have had content modification within n hours);
- (e) Provide an inventory of reports/analytics on how many users (i.e., all, instructors, students) have been active (i.e., logged in, accessed a course, touched a quiz) in the system or specific course;
- (f) Provide content portability and independence. Elements of the system/meta-data elements can be tagged and are currently available for indexing content within the proposed system (e.g., technical meta-data, classification and taxonomy meta-data, Intellectual Property Rights, educational meta-data, lifecycle meta-data);
- (g) Provide the ability to set scheduled and on-demand notifications/reports on potential students at risk;
- (h) Provide visual (i.e., Dashboard) and text/numerical responses;
- (i) Allow reports to be exported to common formats;
- (j) Not share analytics data with third parties or otherwise monetize client data;
- (k) Provide student performance evaluation tools, activity reports and automated alerts/notifications based on instructor-defined performance metrics; and,
- (l) Provide the ability to extract large datasets of historical data (users, logins, enrollments, tool usage, grades, assessments) for custom reporting.

The LMS reporting analytics should provide the following optional functionalities:

- (a) Provide capabilities for tracking and reporting the progress of students through a course and program including performance, activity, and other items relevant to academic advising and student self-reflection;
- (b) Provide on-demand, customisable reports on student success and progress and activity;
- (c) Provide the ability to report at individual and course level, but also by academic categories such as "academic program" and "year in program"; and,
- (d) Allow reports to investigate instructor, student, and department success/behaviours.

2.6.5 Performance Management

The proposed solution shall:

- (a) Provide a response time of no greater than two seconds during peak usage (e.g., registration, batch loads) for data entry and retrieval;
- (b) Ability for the Students to access content, create content, and interact with other users using the minimal number of clicks possible; and,
- (c) Ensure navigation requires minimal steps to achieve frequent tasks.

2.6.6 Additional Data Security and Privacy Management

The LMS Solution shall ensure the security of all information by:

- (a) Having a disaster recovery plan;
- (b) Including a comprehensive redundancy plan;
- (c) Encrypting all data in transit and at rest;
- (d) Having supported authentication for the mobile app;
- (e) Providing the ability to dynamically authorize permissions by role to a user upon authentication;

- (f) Having the audit log information accessible by API for consumption by customers;
- (g) Ensuring accountability of all user access by providing all administration and users a unique identifier/user ID and password to sign in with a strictly enforced password policy;
- (h) Having an Information Security program in place that includes documented policies and procedures;
- (i) Following the ISO 27001 framework and ensuring the Proponent's organization holds a certification for that framework;
- (j) Providing available reports to customers for review regarding the security of Proponent's organization (e.g., SoC2, SoC3 reports)
- (k) Ensuring the Proponent's employees receive IT Security Awareness training that includes safe web browsing habits and phishing prevention training;
- (l) Performing due diligence on external entities with which it engages;
- (m) Having formal change control and configuration management processes in place;
- (n) Ensuring secure configuration baselines for all of the platforms comprising its common service infrastructure and an Industry standard is followed for hardening;
- (o) Ensuring controls are in place to keep customer systems, applications, and data segregated from other customer assets;
- (p) Monitoring for intrusions and review system events on a 24x7x365 basis;
- (q) Utilizing a Web Application Firewall ("WAF");
- (r) Including accommodations for countries that have significant security protocols;
- (s) Providing granular control and auditing of access by a third-party system to the data in the LMS; and,
- (t) Providing the option for virus scanner integration (for user content).

2.6.7 Archiving and Backups

The LMS solutions shall ensure:

- (a) Sites shall be archived easily by both users (e.g., Instructors) and system admins at both individual and system levels;
- (b) Sites shall be restored from archive easily by both users and system admins;
- (c) The ability to roll back courses to an earlier state (versioning) or provides a course reset option;
- (d) Complete course sites (including all student work) can be archived and retrieved and re-imported (with or without student content or roster) by the Instructor;
- (e) System for archiving and storing old courses and ability to restore existing LMS course archives with full grades, user activity, submissions and external content connected through APIs;
- (f) Archiving system is customisable and automatable to support housekeeping policies with an option to integrate and work with external/third-party archiving solutions;
- (g) Destination for archives can be configured by admins and includes options for third-party cloud storage;
- (h) Supplier offers its own archival storage solution with ability to obtain or access these backups through API or other methods;
- (i) Archives are stored in an open-standard format; and,

- (j) The system logs all actions/creates audit trail on documents and preserves history even after the user is removed.

2.7 Accessibility

2.7.1 Universal Design for Learning (UDL)

The solution supports Universal Design for Learning and accessibility requirements shall be fulfilled upon implementation including:

- (a) Different user options for taking in and perceiving information such as the ability for students to download alternative formats for accessibility and alternative learning requirements (i.e., an audio version of a word document or electronic brail alternative format);
- (b) Various user options to show what students know and express their learning (e.g., tools embedded for learners to easily create videos and submit);
- (c) Variety of user options for engagement and participation using the LMS;
- (d) Supports different teaching perspectives;
- (e) Use of "special characters" and writing right to left is supported in language education;
- (f) Inclusivity in icons and symbols such as emojis/emoticons; and,
- (g) Customizable user interface by the user (e.g., look and feel, high-contrast UI, underline links, selecting themes/colours, applying browser settings, specifically, users may select/customize a personalized stylesheet).

2.7.2 Accommodation

The proposed solution shall:

- (a) Provide accommodations that can be set once for a student at the course level by the instructor or TA with appropriate permissions and globally by the admin;
- (b) Preserves accessibility features and markup when importing or exporting content;
- (c) Provide the ability to fix/add accessibility features within already produced content;
- (d) Encourages accessible practices in its documentation;
- (e) Maximizes compatibility with current and future assistive technologies;
- (f) Be accessible across all devices (laptops, desktops and mobile devices);
- (g) Allow students to view course content and support content in other languages/offer translation;
- (h) Be device agnostic (major device operating systems) and support multiple languages;
- (i) Correctly display non-English and French characters;
- (j) Provide the ability for users to select their preferred language for navigation;
- (k) Include features that support low vision/visual impairment, hearing impairment, fine motor requirements/physical disabilities, dyslexia and other disabilities;
- (l) Provide ways the solution's UI can assist users to navigate, find content, and determine where they are;
- (m) Provide screen magnification, zooming, color contrast, keyboard-only navigation, and support for individuals who are blind or low vision;
- (n) Provide a manual move-to keyboard alternative wherever drag and drop feature is used;

- (o) Make it easier for users to see and hear content including separating foreground from background;
- (p) Offer an orientation guide for people who use assistive technologies;
- (q) Allow for individuals to use voice activation to perform functions in the LMS;
- (r) Regularly conduct usability testing with persons with disabilities;
- (s) Have a built-in accessibility checker that content authors can use to identify and review potential accessibility issues;
- (t) Consider accessibility compliance and responsive design in course creation; and,
- (u) Allow accommodations on tests, assignments, and surveys to individual students (e.g., for extra time, multiple attempts, individual release, other).

2.7.3 Standards and Adherence

The solution must adhere to the Accessibility regulations, laws, and standards including:

- (a) Accessibility for Ontarians with Disability Act, 2005. / Web Content Accessibility Guidelines (“WCAG”) 2.0 level A or AA;
- (b) AODA/WCAG2.1 Level AA success criteria in regard to Principle 1: Perceivable - Information and user interface components must be presentable to users in ways they can perceive. (E.g., Color contrast options, Columnized font, Dark mode, Prompt to add alt text for images);
- (c) operable AODA/WCAG2.1 Level AA success criteria in regard to Principle 2: Operable - User interface components and navigation must be operable (E.g., Easy to navigate, users have options of how to navigate mouse, voice commands);
- (d) AODA/WCAG2.1 Level AA success criteria in regard to Principle 3: Understandable - Information and the operation of user interface must be understandable (E.g., tools that show information is set out in a consistent and predictable manner);
- (e) AODA/WCAG2.1 Level A success criteria in regard to Principle 4: Content must be robust enough to work with current and future technologies (E.g., it has been optimized to be used for tablets, smart phones and different web browsers, and varied bandwidth, Tools for accessibility check);
- (f) Exceptions or exemptions from Title II of the Accessibility for Ontarians with Disabilities Act and its amendments (if any);
- (g) AODA compliant, conforming to WCAG 2.0 and Authoring Tool Accessibility Guidelines (“ATAG”) guidelines;
- (h) Meeting local and national level accessibility regulations;
- (i) Conformance is audited and validated by a third party or is conformance based on internal review and can provide reports associated with the review; and,
- (j) Demonstrated commitment to Equity, Diversity, Decolonisation, and Indigenisation (“EDDI”) and is evident in the training and support materials.

2.8 Compliance and Sustainability

The LMS solution must be compliant with various regulations and enable customers to improve sustainability including, but not limited to:

- (a) Participation in standards bodies such as the IMS Global Consortium;
- (b) Compliance with IMS Global Consortium standards such as LTI;
- (c) A formal sustainability policy or statement of principles;

- (d) Methods to reduce the company's environmental impacts;
- (e) An active policy for the reduction of the Proponent's carbon footprint;
- (f) Actively monitoring the Proponent's carbon emissions to set reduction targets and move towards carbon neutrality;
- (g) Actively sourcing or creating green/renewable energy during operations;
- (h) Proponent's Partners in storage and data distribution use of renewable/green energy;
- (i) A sustainable sourcing policy;
- (j) Actively sourcing products from diverse suppliers;
- (k) Actively sourcing green certified products using standards such as Energy Star or Electronic Product Environmental Assessment Tool ("EPEAT");
- (l) Ensuring that the Proponent's subcontractors do not exploit their employees and how compliance is audited;
- (m) A recycling program, especially for recycling of electronic components; and,
- (n) An energy and/or water efficiency program.

2.9 Information Technology Deliverables

Managed Service

The Supplier will provide a managed Service (i.e., a Supplier managed and hosted LMS consistent with Ontario laws, and Privacy and Security directives and orders of the Information and Privacy Commissioner of Ontario), which will be available to OECCM Customers.

Privacy Impact and Threat Risk Assessments

The Supplier shall conduct a Privacy Impact and Threat Risk Assessments for each Customer deploying the LMS at no additional cost to the Customer and within the time agreed to by the Customer (e.g., annually).

Customers shall have the right to conduct their Privacy Impact and Threat Risk Assessments at any time during the Term of the Master Agreement or engage an independent third party to conduct such assessments. In the event of a privacy breach or threat, the Supplier will be responsible for resolution at no additional cost to the Customer.

Data sensitivity will be ranked and have the appropriate security and controls implemented relative to the type of data as per the Customer's information security and privacy classification policy.

2.9.1 Deployment

(a) General Deployment

The Supplier shall work with the Customer to develop a mutually agreed to project plan including, but not limited to:

- i. The project scope;
- ii. Timelines;
- iii. Tasks; and,
- iv. Rates based on defined Deliverable milestones and project penalties as agreed to by the Customer.

Supplier shall provide notification to Customers on:

- i. Any new releases (e.g., major and minor updates);

- ii. Fixes/patches at minimum sixty (60) days prior to release, except where there is a high-risk vulnerability to the LMS and unless otherwise agreed to by the Customer in writing. Supplier shall provide Customers at least three (3) weeks to test any new releases prior to sign-off and shall seek Customer sign-off before updating the production environment.

The online system shall enable the deployment of individual software tiers on separate hardware platforms as may be required to support scalability.

(b) Release Deployment

The Supplier shall ensure the LMS release deployment Services are provided to transfer releases from development to production and shall include, but not be limited to:

- i. Package code for deployment;
- ii. Install code in non-production environment for System Integration Testing (“SIT”) and Quality Assurance (“QA”);
- iii. Plan, coordinate and communicate for the production and non-production outage window;
- iv. Create a Request for Change (“RFC”) for the planned outage window;
- v. Transfer code to the production environment;
- vi. Install code in the production environment;
- vii. Verify that the newly released code is correctly deployed; and,
- viii. Consideration for the impact on the Customer’s business when scheduling the frequency of releases.

(c) Patch Deployment

The Supplier shall ensure the LMS’ patch deployment Services provide the processes to make periodic updates to the application including, but not limited to:

- i. Scheduling periodic (e.g., normally bi-weekly) patches, and allowing time as agreed to with Customers to test;
- ii. Emergency patches to fix critical business or security issues;
- iii. Communicating the schedule to the Customer;
- iv. Packaging code for deployment;
- v. Install code in non-production environment for SIT and QA;
- vi. Transferring code to the production environment; and,
- vii. Verifying that the newly deployed code is correctly deployed.

2.9.2 Importing Customer Data

The Supplier shall ensure the LMS allows for easy importing of Customer’s data in various file formats (e.g., doc, .docx, .ppt, .pptx, .xls, .xlsx, .csv, .pdf, .htm, .html, .xml, .tiff, .png, jpg, .txt) and through Optical Character Recognition (“OCR”) to support Customer’s needs.

2.9.3 Integrity

The Supplier shall ensure the LMS:

- (a) Deploys with no functional defects and minimal non-functional defects and ensure data accuracy, the data shall be correct, accurate and shall represent the value in a consistent form.

Referential integrity shall be enforced in the database, to prevent orphaned data. Data rules shall be enforced by the LMS including, but not limited to:

- i. Enforce uniqueness for data that are required to be unique as per Customer requirements;
- ii. Ensure data is entered for mandatory data items; and,
- iii. Validate data at point of data entry, based on validation rules specified by Customer.

Once a data item or record is saved by the User, it shall remain available in the Solution (data durability).

(b) The Supplier shall ensure the LMS supports a commercial relational Database Management System that includes the following functionality:

- i. Supports structured and non-structured data;
- ii. Supports all data types;
- iii. Supports referential integrity;
- iv. Supports data persistence;
- v. Supports two-phase commit;
- vi. Provides access control (create, read, update and delete) to database tables;
- vii. Provides utilities for database backup, restore and reorganization;
- viii. Can restore databases back to a point in time; and,
- ix. Provides an automatic rollback for uncommitted database changes.

(c) The Supplier shall ensure the LMS adheres to the following requirements:

- i. No data stored by the application can be in an inconsistent state;
- ii. All data written to the database will be available after a restart;
- iii. A User cannot create orphaned row(s) when adding, changing or deleting data; and,
- iv. Database Referential Integrity has to be maintained. A User cannot add a record to a table that contains a foreign key unless there is a corresponding record in the linked table.

2.10 Implementation and Migration Services

The Supplier shall provide Implementation Services in accordance with the mutually agreed upon Implementation Plan covering all project phases (e.g., initiation, planning, execution, closure, Acceptance Testing, training) including, but not limited to:

- (a) Project scope;
- (b) Data migration plan (i.e., importing and exporting);
- (c) Timelines;
- (d) SLA;
- (e) Acceptance Test Plan;
- (f) Tasks/milestones; and,
- (g) Professional Service requirements.

All Deliverables delivered and performed by the Supplier under the Implementation Plan shall be included in the cost of fulfilling the Implementation Plan. No additional amount may be charged to the Customer for those Services.

The Supplier shall ensure Acceptance Testing is complete prior to the Go-Live date. The Solution, accepted in accordance with the Acceptance Test, shall be accessible and available for use by Users by no later than the Go-Live date.

In the event the Deliverables are not accepted, accessible, and available by the Customer by the Go-Live date, the Customer shall have the right to terminate the CSA upon providing written notice to the Supplier without cost to, and without liability on the part of, the Customer, provided the Supplier's failure to have the Deliverables accepted, accessible and available for use by the Go-Live date was not caused solely by the Customer.

2.10.1 Implementation Services

The Supplier shall provide services including but not limited to:

- (a) One Time Setup including developing automated procedures for creating accounts (students, instructor, and staff), creating courses, enrolling users in appropriate courses, and archiving or rolling over courses at the end of a term. The LMS should be able to connect directly to the SIS/Identity Management Solution. Information should be automatically updated on a regular basis in response to school and course withdrawals, instructor, staff terminations and additions;
- (b) Course template migration for existing courses and course elements such as course content, question pools, etc. from alternative LMS platforms;
- (c) A data migration strategy with execution. The Supplier shall actively participate in the migration of materials between systems/version and re-training of Instructors and, potentially, students;
- (d) LMS migration utilities that improve the speed, cost, and course migration to the new LMS platform/Version including:
 - i. Recommended training regimen for technical and functional resources for a successful implementation;
 - ii. Appropriate time frames for milestones;
 - iii. Best practice migration strategy, costs and personnel responsible for each task;
 - iv. Composition and size of optimal implementation team in terms of functional and technical Full-Time Equivalents ("FTEs"), including recommended skill level;
 - v. Includes support estimates for ongoing support phases;
 - vi. Single Sign On Setup; and,
 - vii. Exception reports for items not migrated successfully or that needs to be reviewed.
- (e) Setup and test of Automatic system backup and recovery processes;
- (f) Activation of learning statistics;
- (g) Recommended SaaS environment that provides sufficient processing power to handle the calculated workload and sufficient performance power;
- (h) Setup of any archiving;
- (i) Review if any learning object repository and/or course content are accessible to external systems (e.g., XML gateway for third-party metasearch tool, ability for external system to push objects into the LMS, ability for external system to access student and/or course attributes);
- (j) Alignment for end user browser support in the case that the proposed solution has unique client browser configuration requirements for system operation;

- (k) Setup process for new releases, future functional enhancements, anticipated changes in technologies, and performance improvements;
- (l) Provide documented migration services to facilitate the transition from one or more LMS to platform/version concerning automated procedures, training materials, and services you have provided in a comparable situation;
- (m) Migrated data will be checked for quality and completeness with no degradation of imported data;
- (n) A change management plan including a change management strategy, a communication plan for the entire project, a detailed action plan for implementation along with resources required;
- (o) A configuration strategy and plan for both technical implementation and user experience implementation with options available for added configuration that will enhance the LMS functionality;
- (p) Best practices in place that can assist in implementing a Governance plan;
- (q) Bulk course migration tools, with no limit on number of courses to be migrated and allows access to all data stores within the system (Bulk data extraction);
- (r) Methods for quality assurance;
- (s) Outlines for the schedule, frequency, process in place for development, testing and rollout and service interruptions for released application updates / fixes / patches, operating system upgrades, and security fixes, updates and patches) e.g., virus checker);
- (t) Description of the implementation methodology and plan as well as the software and hardware requirements that are needed to be fulfilled for successful implementation;
- (u) In-house migration or migration support or allows the Customer to either self-migrate or outsource;
- (v) Availability of a test/QA system, for testing migrations, and on an ongoing basis for new releases; and,
- (w) Implementation support for ramp up and roll out including Supplier support for initial setup and installation, initial training, successful deployment, and training for early adopter group.

The Supplier, recognizing Customers will be at different stages of LMS readiness, with budget, and resource capacity constraints, shall provide Services including, but not limited to:

- (a) Discussing and agreeing with the Customer's Implementation Plan well in advance of the Customer's Go-Live date;
- (b) Providing project management Services based on best practice implementation methodologies;
- (c) Advising and providing strategic transformation services (e.g., assisting with defining the future state vision related to people, process and technology);
- (d) Providing expert Professional Services resources by leading Customers through the entire implementation lifecycle for all related Solutions;
- (e) Leading and supporting the Customer during all phases (e.g., analysis, design, build, testing, conversion, Acceptance Testing, production cutover and post Go-Live) activities;
- (f) Leading business process functional workshops and advising Customers of options, risks, risk mitigation strategies, and impacts on other business processes or systems based on requirements gathering;
- (g) Providing recommendations on Customer's as-is/current state versus future state business process changes;

- (h) Performing fit/gap analysis and impact assessments and provide recommendations where gaps are identified, as required;
- (i) Providing functional and technical testing activities (e.g., creation of test scripts and scenarios to verify and test the system requirements, work in conjunction with Customer related to UAT cycles) to confirm the LMS meets the Customer's requirements;
- (j) Providing Users functional and technical training and configuration Services including, but not limited to:
 - i. Setup of various environments;
 - ii. Functional and technical Solution setup;
 - iii. Security access setup (e.g., roles);
 - iv. System design;
 - v. Development;
 - vi. Stabilization; and,
 - vii. System optimization.
- (k) Providing data migration and conversion Services (e.g., documentation of Customer's end-to-end conversion process (e.g., data migration strategy plan)) including, but not limited to:
 - i. Activities/tasks related to the extraction, cleansing, transformation, loading of conversion data; and,
 - ii. Pre and post validation of Customer's data source and target (e.g., source and target can be both internal or external parties).
- (l) Creating future state process documentation (e.g., compare current to future state changes, and create process workflow documents and any associated forms as required);
- (m) Conducting PIA and Threat and Risk Assessment ("TRA");
- (n) Providing data integration and validation Services (e.g., related to the integration of Customer's existing systems and integration to the proposed Solution for both inbound and outbound interfaces, with other third-party systems and data warehouse reporting environments);
- (o) Providing change management and communication plans;
- (p) Providing communication Services and a communication plan associated with impact of change management (e.g., creating content for End Users and/or third-party organizations);
- (q) Providing regular (e.g., weekly) status reports on progress, issues (e.g., high risk), changes to base line timelines; and,
- (r) Providing Hypercare Support Services.

2.11 Acceptance Testing

The Supplier shall ensure Acceptance Testing means any and all tests of all, or part of, the Deliverables to be carried out to determine if such Deliverables conform to the Implementation Plan (e.g., requirements, specifications, warranties and standards) as agreed to by the Customer and Supplier in writing. Acceptance Testing may include, but not be limited to:

- (a) Customers' right to test;
- (b) The development of a preliminary Acceptance Test plan (e.g. test cases scenarios, pass/fail criteria); and,
- (c) Customers' confirmation of Acceptance Testing, and identification of deficiencies (e.g. acceptable Deliverables/requirements and unacceptable Deliverables/requirements).

Where the Customers' testing results reveal an inability to Go-Live with the Deliverable the Customer shall not be required to accept the Deliverables or provide payment to the Supplier until a resolution is reached to satisfy the Customer's requirements of the Deliverables.

2.11.1 Customer's Acceptance Testing

In addition to the above, a Customer's Acceptance Testing may include, but not be limited to:

- (a) Definition of Issues and Risk Prioritization (e.g, high, medium, low and appropriate risk mitigation strategies)
- (b) Default Acceptance Testing Process;
- (c) Acceptance Testing Requirement;
- (d) Preliminary Acceptance Test Plan;
- (e) Acceptance Test Plan Review;
- (f) Conduct of Acceptance Testing;
- (g) Certification of Acceptance, and Notices of Deficiencies;
- (h) Conditional Acceptance;
- (i) Corrections; and,
- (j) Unacceptable Resources.

2.12 Training Services

The Supplier shall provide Customer's post Go-Live training Services/demonstrations for Users, in French and English, in accordance to the Customer's needs and within a timeframe agreed upon between the Customer and Supplier including, but not limited to:

- (a) Conducting/leading training Services on the Solution functionalities (e.g., how to use each function) for all Users;
- (b) Conducting functional training (e.g., on set-up of the Course and Classroom Management/Assessment and Evaluations/Communications/Productivity tools);
- (c) Conducting technical training on relevant backend functionality including, but not limited to:
 - i. Administrative features;
 - ii. Storing and hosting environment;
 - iii. Reporting analytics; and,
 - iv. Archiving and backups.
- (d) Creating and providing User training materials including, but not limited to:
 - i. Manuals;
 - ii. Tools;
 - iii. Frequently Asked Questions ("FAQ"); and,
 - iv. Other related training materials.
- (e) Providing multiple options for training tailored to different experience levels (expert versus non-expert User);
- (f) Providing a variety of training formats including, but not limited to:

- i. Accessible training;
 - ii. Computer-based training;
 - iii. Instructor-led training;
 - iv. Remote training;
 - v. Onsite training;
 - vi. Online training videos; and,
 - vii. Other training formats.
- (g) Training is provided for end users with a recommended training regimen and onboarding paths for instructors, technical and functional support staff, and students;
 - (h) Training is available for administrative and support staff in various modalities for any subsequent enhancements to the system;
 - (i) Providing information regarding recommended training time needed for staff to become proficient on the solution;
 - (j) Providing solutions for Customer training, (e.g., the training of superusers);
 - (k) Providing training materials available for instructors and students in multiple formats (HTML, PDF, video, web) and can be customized for different user group;
 - (l) Training is available on an ongoing basis throughout the duration of the contract;
 - (m) Training resources can be customised locally;
 - (n) Providing specific implementation/onboarding training supports/models;
 - (o) Providing specific training supports for migration of content from another LMS to the proposed solution and offers a service that can assist with or entirely migrate courses;
 - (p) Availability of ongoing training for administrators, developers, trainers the trainers; and,
 - (q) Availability of training courses for instructors and students that are embedded in the LMS.

2.13 Support Services

The Supplier shall provide a variety of support Services, in French and English, including, but not limited to:

- (a) Help Desk Services;
- (b) Post Go-Live Services;
- (c) Supplier Account Representative Services;
- (d) Transition In and Transition Out Services;
- (e) Maintenance Services; and,
- (f) Upgrades and Patches.

2.13.1 Help Desk Services

The Supplier shall provide Help Desk Support Services as required by the Customer, during times as mutually agreed upon by the Customer (e.g., 8am to 8pm) except where a Customer reported an issue that is identified to be a high severity issue in nature (e.g., impacting functionality, security risks). Such high severity issues should be handled in a manner commensurate with the risk and impact to the Customer's ability to perform its activities.

The Supplier shall provide Help Desk Support Services including, but not limited to:

- (a) Complying with agreed upon escalation processes to resolve outstanding issues;
- (b) Establishing an incident reporting system, that provides a tiered structure based on severity levels and escalation for resolution to Customer satisfaction; and,
- (c) Managing issue resolution in a timely manner.

The Supplier shall meet the Help Desk Support Service maximum response and resolution times, as mutually agreed upon between the Customer and Suppliers, based on severity levels, such as:

Severity Level	Severity Level Description	Maximum Response and Resolution Time
1	High Risk means a mission critical issue that has high impact on the Customer's LMS or has the potential to stop LMS entirely (e.g., an issue that results in complete loss of functionality).	Within 30 minutes
2	Medium Risk means a severe issue with noticeable impact, that won't prevent the Customer from continuing the use of LMS but needs to be resolved (e.g., severe downgrade in system performance).	Within 1 hour
3	Low Risk means a minor issue with minimal impact, that does not prevent the Customer from continuing with the use of LMS, but needs to be resolved (e.g., when performing a function, system provides message where it would not normally do so).	Within 2 hours

Note, in above table, maximum response time means the time to assign an incident ticket to the Supplier's operational team from the time the Customer has opened the ticket.

2.13.2 Post Go-live

The Supplier shall provide functional and technical Support Services post Go-Live in accordance to the Customer's needs (e.g., configuration changes, integrations, customizations).

2.13.3 Supplier Account Representative

The Supplier shall provide Customers with Account Representative Support Services including, but not limited to:

- (a) Providing a responsive account executive (with applicable back-up) assigned to the Customer to support their needs by providing day-to-day and ongoing administrative support, and operational support (e.g., resolution of Solution performance/availability, functionality issues);
- (b) Addressing any licensing and/or subscription and software related queries;
- (c) Addressing privacy and security related queries;
- (d) Establishing a community of practise and participate to share best practice information, share information on Customer suggested improvements to the LMS;
- (e) Managing issue resolution in a timely manner;
- (f) Responding to Customer's inquiries (e.g., to day-to-day activities) within one (1) Business Day;
- (g) Providing easy access to the Customer (e.g., telephone number, email, voicemail);
- (h) Providing no-cost educational events (e.g., webinars), if available;

- (i) Establishing an ongoing communications program with the Customer (e.g., new initiatives, innovation, sustainability);
- (j) Adhering to the Customer's confidentiality and privacy policies (e.g., related to staff's private information);
- (k) Providing written notice to Customers on any scheduled shut down that would impact Supplier Services (e.g., website maintenance);
- (l) Providing Customer reporting; and,
- (m) Attending meetings with Customers, as requested.

2.13.4 Transition in and Transition Out Support Services

Each Customer owns their own data. As such, upon termination of the LMS Master Agreement and/or CSA, the Supplier shall as required by the Customer and at no additional cost to the Customer return and/or destroy all Customer data and provide the Customers with seamless transition support (e.g., integrating, communicating, data transfers) with minimal service disruption.

The Supplier shall have a documented and tested process to repatriate the data upon conclusion of the LMS Master Agreement and/or CSA and shall at minimum have a schedule in place for testing the process every two (2) to three (3) years or as agreed to with the Customer.

Additionally, when the Master Agreement expires at the end of the Term, or any extension period, a CSA may be extended by the Customer for a period of up to twelve (12) months in order to permit the Customer to transition to a new agreement for an LMS. In such case, all the terms and conditions of the Master Agreement shall apply in respect of the above-noted extension periods. The CSA shall be amended accordingly.

The Supplier shall provide an Exit Plan not less than twelve (12) months prior to the termination and/or expiry of the Master Agreement and/or the CSA. The Exit Plan shall include exit tasks and activities at no additional cost to the Customer to ensure a seamless transition and termination assistance including, but not limited to:

- (a) Securely migrating of Customer data in a mutually agreed upon data format and consisting of the transfer of any existing service history and Customer specific technical data. The Supplier shall permanently delete (i.e., total deletion of physical and logical data from servers) all such data, and any associated references, links and attachments, upon the successful transfer of such data to each Customer and provide a certificate of destruction;
- (b) Transferring of any existing Customer specific policies and procedures documentation including any Customer specific manuals, history of changes, operational procedures and standards;
- (c) Extraction of the legacy data from the time of initial Solution's implementation, validation of the data and integrating the data with the new solution;
- (d) The provision of the LMS, including online tools, until a new provider has implemented a new solution; and,
- (e) Additional termination assistance that may be mutually agreed upon at the time of termination.

2.13.5 Maintenance Services

The Supplier shall ensure that it communicates, in advance to Customers, its intentions to perform scheduled maintenance activities in order to minimize disruptions to the Customers' activities. These maintenance activities include, but is not limited to, the following:

- (a) Application maintenance activities (e.g., for new features, fixes and other improvements);
- (b) Core system maintenance activities (e.g., for infrastructure, network, storage, security patching and other reasons); and,

- (c) Other scheduled activities that that will impact Customers' ability to perform their expected activities.

The Supplier shall ensure that prior to any migration to any Solution and/or core system, that activities are thoroughly tested to ensure no impact to the Customer's processes and activities.

2.13.6 Upgrades and Patches

The proponent shall provide:

- (a) System routine maintenance with system availability during those times and a minimum of 14 days advanced notice of system maintenance;
- (b) Software fixes, service packs, and upgrades. Critical fixes are deployed as soon as possible;
- (c) New versions of the system can reuse existing content and configurations;
- (d) An option for customers to be informed and request a test, staging, and production environment for the SaaS platform before upgrades and patches are deployed in the system;
- (e) System mechanisms or infrastructure for support of Operational Data Store (ODS), data warehouse, Online Analytical Processing ("OLAP"), and data mining; and,
- (f) Optimum backup/recovery configuration for proposed configuration.

2.14 Professional Services

The Customer may require the Supplier to provide the Services off-site (i.e., remote) and/or on-site (e.g., at the Customers' premises).

The Supplier shall ensure sufficient dedicated Professional Services resources are available in French and English for key Professional Services.

The Supplier shall not arbitrarily replace a Professional Service resource without the Customer's prior approval. The Supplier shall offer the Customer another resource replacement if the resource is deemed unacceptable to the Customer. In the event a Supplier's resource does not fulfill the requirements during the project, the Supplier shall recommend a replacement resource and shall receive the Customer's approval prior to the effective date of such change. Any resource replacement shall have the same level of knowledge, experience and skills, or greater, as described in this RFP and shall be provided at the same Rate.

The Customer may conduct interviews with the proposed resources, to verify the resources' skills and competencies to meet the expectations for the project/assignment requirement. The Customer reserves the right to terminate the project if the Supplier's resource does not achieve the goals established for a project.

The Supplier's Professional Services resources shall provide to the Customer knowledge transfer (i.e., transmission of knowledge (e.g., organize, create, capture and share) from Supplier to Customer) during and after each project/assignment and provide information and documentation relevant to the project/assignment at no additional cost to the Customer.

2.14.1 Professional Service Resources

The Supplier shall provide adequate expert IT Professional Service resources, in French and English, to ensure the successful achievement of the Customer's Service needs,

Depending on the Customer's specific requirements the Supplier shall provide one (1) or more professional Service resources to fulfill the requirements. The Supplier shall work in collaboration with the Customer and/or the Customer's third-party provider to deliver the Services on time and on budget.

2.14.2 Professional Service – Skills and Knowledge

The Supplier shall ensure the Professional Service resources are highly skilled, have applicable technical knowledge, expertise, and qualifications in order to perform the Services including, but not limited to:

- (a) Possessing full project lifecycle experience;
- (b) Requirements gathering;
- (c) Fit/gap analysis;
- (d) Functional design;
- (e) Conversion and data mapping;
- (f) UAT;
- (g) Training and deployment; and,
- (h) Have previously completed a minimum of two (2) full lifecycle implementations for that respective Solution.

2.15 Optional Services

The Supplier may provide optional Services to Customer upon request such as the following but not limited to:

- (a) Sandbox Pilot System;
- (b) Originality checking system; and,
- (c) Learning analytics package.

2.16 Additional Insurance Requirements

Customers during the Term may require additional insurance and/or coverage, the Supplier shall meet Customer requirements and mutually agreed on any costs associated.

2.17 Confidentiality and Protection of Customer's Information

The Supplier shall ensure that all personnel providing Services and have access to information related to Services will protect Customer information by:

- (a) Signing Non-Disclosure Agreement ("NDA") prior to the provision of any Services and receiving Customer confidential information;
- (b) Provide appropriate security clearance to Customer, as requested; and,
- (c) Meeting other requirements requested by Customer.

The Supplier shall provide assurance to Customer that the storage and transmission of sensitive information related to previous and current vulnerabilities and incident reports is safe and protected. Any release of the information shall be approved by Customer in writing.

2.18 Service Level Agreement

The Supplier shall execute a Service Level Agreement ("SLA") as agreed to with the Customer once a CSA has been executed.

The SLA may include, but will not be limited to:

- (a) Documented Support Service delivery monitoring (e.g., service availability, time to restore, scheduled and unscheduled Solution downtime, disaster recovery, Solution integrity);
- (b) Regular Service delivery reporting;
- (c) Documented approach to Service delivery performance and continuous improvement;

- (d) Mutually agreed-upon Service measures, to reduce risk of failure and encourage User acceptance, operational compliance and ongoing support, including a Customer defined training plan that minimizes Customer disruption;
- (e) Metrics guaranteeing a minimum response time (e.g., service levels, ticket maintenance and support, severity levels, timing, escalation) including the identification of monitoring tools to ensure verification;
- (f) Change request management;
- (g) Timely and advance notifications to the Customers for any changes or disruptions to the Solution as mutually agreed upon (e.g., backup, software updates, version releases, release deployment, patch deployment);
- (h) Documented consequences (e.g., monetary penalties, service credits) in case of Supplier's failure to meet the agreed upon performance standards;
- (i) SLA mechanisms and service response strategy (e.g., toll-free number, Internet and email support, as well as regional support staff.). Live technical support is available for extended hours in eastern timezone with an option for 24/7/365 help desk services for instructors, students, and administrator support;
- (j) Terms of the SLA such as uptime, security incident resolution procedures, outages and business continuity management, timelines of client notification and handling of security incidents, measures that may be taken for incident containment and cooperation in incident investigation and resolution;
- (k) Dashboards that show performance and uptimes statistics;
- (l) Regular technical support usage reporting/trends;
- (m) New features and bug fixes;
- (n) Maintaining a 'known issues' log and providing full access to that resource in real time;
- (o) Required maintenance schedule, including an emergency process for non-scheduled outages and the impact to the system availability;
- (p) Support structure for both administrative and technical functions, including a single point-of-contact or Account manager or access to a dedicated service delivery manager/team;
- (q) A process for problem escalation, including who can be contacted, incident reporting, and resolution procedures;
- (r) An inventory of all standard manuals, reference materials and other documentation for installation and operation of the application;
- (s) Implementation plans, handbooks, and/or guidelines; and,
- (t) User group resources, including any national or regional user group conferences.

2.18.1 Customer's SLA Requirements

In addition to the above, a Customer's SLA may include, but not be limited to:

- (a) Service Credits – the Customer may have the right to receive service credits for missed SLA service levels in the amounts agreed upon between the Customer and the Supplier. The amount of any service credit shall be applied to the invoice in the month following the service level miss giving rise to the service credit. In the event there are any service credits not applied prior to the effective date of termination of the CSA, the Supplier shall pay the amount of the unapplied service credits to the Customer;
- (b) Consistent or Frequent Missed Service Levels - the Customer shall have the right to terminate the CSA if, in the Customer's opinion, the Supplier consistently or frequently fails to meet SLA service levels or fails to implement measures required by the Customer to address the Supplier's failure to meet service levels; and,

- (c) Review of Service Levels –the Customer and the Supplier will review the SLA service levels required and make any changes to them as mutually agreed to by the Supplier and the Customer. For certainty, if the Supplier and the Customer cannot agree to a change to a particular service level, the then current service level shall continue to apply.

2.19 Continuous Improvement and Future Feature Enhancements

The Supplier shall work towards continuous improvements, feature enhancements and adding new functionality to the LMS over the Term of the Master Agreement.

The Supplier shall provide and maintain throughout the Term of the Master Agreement a five (5) year detailed roadmap for the Solutions and Services that is regularly updated and communicated with the Customer showing progress to completion.

In the event that new technologies become available, which may enhance the Solution, or which may otherwise be provided as an additional Service under the Master Agreement, the Supplier may provide such Service opportunities to the Customer. The Customer reserves the right to incorporate such changes, if deemed to be in the best interest of the Customer, at no or a reasonable additional cost as mutually agreed between the Customer and Supplier.

The Supplier shall invest in emerging technologies and make a commitment to ongoing modernization and development efficiencies, as identified by Customers through various channels (e.g., User communities/forums). In the event that the Customer identifies a new and/or material improvement functionality that will benefit the Supplier's Solution and other Supplier clients, then the Customer and the Supplier shall mutually determine appropriate actions recognizing the value the Customer has brought.

2.20 Incentive to Customers

The Supplier should offer incentives to Customers to promote additional savings resulting from better operational efficiencies that may include, but not be limited to:

- (a) Early payment discount for Customers;
- (b) Discounts for Customers who make a commitment to a multi-year CSA, with payments made annually over the CSA Term;
- (c) Higher volumes;
- (d) Overall growth;
- (e) Purchase of other add-on features; and,
- (f) Configuration and/or customization of the Solution completed by the Supplier for a Customer, which other Customers can leverage at no additional cost.

The Customer may negotiate specific details related to one (1) or more incentives.

Incentives the Supplier and Customer agree to shall be incorporated into the CSA and reviewed and adjusted (e.g., annually) as required; and reported to OECM as part of the Supplier's sales reporting.

2.21 Change Requests

The Supplier and Customer will mutually agree on how new orders, change requests and conditional sign-offs on work performed and/or cancellation Services will be performed. The Supplier shall receive Customer's prior written approval before any such Service occurs.

2.22 Invoicing and Payment Process

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

For example, a Customer's CSA invoicing requirements may include, but not be limited to:

- (a) Implementation Rates based on agreed upon milestone successes:

Implementation Plan Milestones	Percentage of Implementation Rate
Project Kick-Off	10%
Requirements Documentation/Fit-Gap Analysis	20%
Development Complete	30%
Go-Live (i.e., Acceptance Testing and Solution Implementation Complete)	40%

(b) Annual Subscription and Support Service Rates, such as:

- (i) Annual Payment – The annual subscription Rate may be paid by Customer annually in advance, subject to year-end reconciliation as described below, commencing on the Customer’s Go-Live date. The invoicing process for each annual subscription Rate may be as follows:
 - a. Year 1 - On or after the Customer’s Go-Live date, the Supplier may invoice Customer for the annual subscription Rate based on the anticipated number of Users up to a certain date (e.g., August 31 of the following year);
 - b. After Year 1 – Except as provided for above for Year 1, on September 1 of each year of the Term of the CSA, the Supplier may invoice the Customer for the annual subscription Rate based on the anticipated number of Users from September 1 of the then current year up to August 31 of the following year.
- (ii) Year-End Reconciliation – On August 31, or as agreed upon between the Customer and the Supplier, of each year of the Term of the CSA, the Supplier shall reconcile:
 - a. The subscription Rate based on the actual number of Users; with,
 - b. The subscription Rate paid by the Customer for the anticipated number of Users.

For certainty, the Supplier shall pro-rate the subscription Rate for a User whose use of the LMS either starts after September 1 of the then-current year or ends prior to August 31 of the following year.

- a. Exceeding anticipated number of Users - If the subscription Rate based on the actual number of Users exceeds the subscription Rate paid by Customer for the anticipated number of Users, the Supplier may invoice Customer for the difference;
 - b. Less than anticipated number of Users – If the subscription Rate based on the actual number of Users is less than the subscription Rate paid by Customer for the anticipated number of Users, the Supplier shall, at Customer’s option:
 - o Credit Customer for the amount overpaid on future invoices; or,
 - o Refund Customer for the amount overpaid.
- (c) On-Going Support Service Rates – The annual on-going Support Service Rate will be paid by Customer in twelve (12) equal monthly payments commencing after the Go-Live date. The Supplier may invoice Customer for the monthly payment at the end of each month.

The Supplier shall, for Customers using Jaggaer, support cXML and/or portal invoicing functionality. The invoices, in either paper or electronic format, as detailed in the Customer’s CSA shall be itemized and contain, at a minimum, the following information:

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

2.22.1 Payment Terms and Methods

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

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

Different payment terms may be agreed to when executing a CSA (e.g., 2%/10 early payment discount for Customers).

Note – Customer's payment terms will not be in effect until the Supplier provides an accurate invoice.

2.22.2 Electronic Fund Transfer

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

2.23 Support to Customers

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

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

(j) Additional project specific requirements.

2.24 Environmental and Sustainability Considerations

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

2.25 Social Procurement

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

2.26 Disaster Recovery and Business Continuity

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

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

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

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

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

Stage	Type of Evaluation	Refer to RFP Section	Scoring Methodology and Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	3.2	Pass/Fail	Pass
Stage II	Technical Response	3.3	500	60%
Stage III	Demonstration Session	3.4	200	60%
Stage IV	Commercial Response	3.5	300	Not Applicable
Stage V	Cumulative Score	3.6	1000	Not Applicable
Stage VI	Tie Break Process	3.7	No Point Allocation	Not Applicable
Stage VII	Negotiations	3.8	No Point Allocation	Not Applicable
Stage VIII	Master Agreement Finalization	3.9	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 **must** complete the following forms in (“Ontario’s Tenders Portal (“OTP”) to qualify and proceed to the next stage of evaluation.

Title	OTP Envelope
Form of Offer	Qualification
Attestation – Mandatory Requirements	Qualification
Attestation – Minimum Privacy and Security Requirements	Qualification
Compliance with Form of Master Agreement	Qualification
Submission of Appendix C - Commercial Response (in Microsoft Excel format only)	Commercial
Appendix E – OEM Authorization	Qualification

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

3.3 Stage II – Technical Response

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

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

Only Proposals that meet or exceed the minimum thresholds will receive a **pass** in this stage and proceed to Stage III of the evaluation process. While the overall threshold for the Technical Response is sixty percent (60%), some Technical Response sections may also have a minimum threshold.

Point allocations for the Technical Response sections are as follows:

Technical Response Sections	Available Points	Minimum Threshold, if any
1. Proponent's Experience and Capabilities	100	NA
2. Functional and Technical aspects of Proponent's LMS	250	60%
3. Implementation & Training	75	NA
4. Customer Support and Performance Management	75	NA
TOTAL POINTS:	500	60%

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

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

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

Stage II resulting scores per Proposal will be used when determining the cumulative score as described below in Section 3.6.

3.4 Stage III – Demonstration Session

3.4.1 Demonstration

The highest-ranking Proposals will be required to provide a demonstration of their proposed LMS Solution.

It is anticipated that the live demonstration (i.e., not be pre-recorded, or using static images) will occur in the Greater Toronto Area and cover the required topics described in Appendix D (Demonstration Scenarios) of this RFP.

Point allocations for the Demonstration Session sections are as follows:

Demonstration Scenarios	Available Points	Minimum Threshold, if any
1. Course and Classroom Management	40	60%
2. Assessments and Evaluations	40	60%
3. Communications	30	60%
4. Productivity Tools	30	60%
5. User Interface and Compatibility	30	60%
6. Accessibility Features	30	60%
TOTAL POINTS:	200	60%

OECM anticipates the demonstration to occur in January 2023. The Proponent should ensure its key resources are available to attend the demonstration.

During the demonstration session, the Proponent should follow the order and sequence of the sections included in Appendix D. While demonstrating each section the Proponent should provide a verbal explanation of the activities, descriptions, features, and functionalities that are being demonstrated in accordance with the stated criteria.

OECM will send a notice and further detail (e.g., date, time, location) to the Proponent being invited at least three (3) Business Days and not more than ten (10) Business Days in advance of the proposed date and time for the demonstration. OECM will use the contact information provided by the Proponent in their Form of Offer to issue the notice.

OECM will use reasonable efforts to: (i) find a mutually agreeable time on the date proposed by OECM; and, (ii) if OECM and Proponent are unable to do so, find a mutually agreeable time on a day prior to the date originally proposed by OECM.

OECM will use reasonable efforts to find a mutually agreeable time on the date proposed by OECM. If OECM and Proponent are unable to do so, another mutually agreeable time on a day prior to the date originally proposed by OECM.

Within one (1) Business Day of receiving the notice, the Proponent should acknowledge receipt of such and indicate their intention to participate by replying to the OECM contact who issued the notice.

After the Proponent notification and prior to the scheduled demonstration date, the Proponent may submit written questions up to three (3) Business Days prior to the scheduled date that strictly relate to scheduling, and logistics (e.g., setup). OECM, in its sole discretion, may decline to answer questions that are outside the above stated scope.

The demonstration session is not an occasion for the Proponent to amend its Proposal. Nor is it a sales or marketing opportunity.

Proponents will be required to follow the demonstration instructions provided by OECM.

Proponents may be required to answer questions during the demonstration. There may be a time restriction to the question-and-answer period.

3.4.2 Attendance

Up to five (5) Proponent participants (including technical staff) may attend the demonstration.

OECM will have a facilitator who will be assigned to liaise with the Proponents during the demonstration. All communication between the Proponent and the evaluation team shall be conducted via the OECM facilitator.

OECM will give each Proponent thirty (30) minutes in advance of the scheduled start time to set up and connect to their technology and One (1) Business Day to conduct the demonstration.

3.4.3 Demonstration Process, Topics and Sequence

While demonstrating the activities, Proponents should provide a verbal explanation/description of what is being demonstrated.

The Evaluation Committee will evaluate the Proponent's ability to demonstrate each activity and the ability to meet the evaluation criteria.

Following the demonstration, OECM in its sole discretion, may choose to ask the Proponent clarification questions strictly related to the demonstration.

The Proponent may provide OECM with supporting materials containing the demonstration details and the steps described. If such materials are used, the Proponent should contact OECM and send a copy of the material no later than two (2) Business Days prior to the Proponent's scheduled demonstration date and time. Additionally, on the scheduled demonstration day the Proponent may

be requested to bring hard copies (the number of hard copies required will be specified in the notification) of the demonstration materials, if required.

3.4.4 Demonstration Session Schedule

The tentative demonstration sessions dates are set out in Section 5.1.1 RFP Timetable. Sessions will begin at 9:00am and finish no later than 5:00pm. A one (1) hour break will be taken throughout the day.

All times are local times in Toronto, Ontario, Canada. In the event of any delays outside the Proponent and OECM's control, OECM may, but is not required to, allow additional time for a Proponent to complete its demonstration.

3.5 Stage IV – Commercial Response

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

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

Point allocations for the Commercial Response sections are as follows:

Commercial Response Sections	Available Points
1. Part 1 - Subscription Fee (i) Annual Subscription fee for <5000 FTEs (ii) Annual Subscription fee for 5001-10,000 FTEs (iii) Annual Subscription fee for 10,001-20,000 FTEs (iv) Annual Subscription fee for 20,001-30,000 FTEs (v) Annual Subscription fee for 30,000+ FTEs (vi) Subscription fee per user for non-credit continuing education/part-time/micro-credentials	200
2. Part 2 - Implementation Cost (i) Implementation cost for <5000 FTEs (ii) Implementation cost for 5001-10,000 FTEs (iii) Implementation cost for 10,001-20,000 FTEs (iv) Implementation cost for 20,001-30,000 FTEs (v) Implementation cost for 30,000+ FTEs	25
3. Part 3 - Training Cost	10
4. Part 4 - Annual Maintenance & Support (i) Additional storage cost (ii) Annual Maintenance & Support cost for <5000 FTEs (iii) Annual Maintenance & Support cost for 5001-10,000 FTEs (iv) Annual Maintenance & Support cost for 10,001-20,000 FTEs (v) Annual Maintenance & Support cost for 20,001-30,000 FTEs (vi) Annual Maintenance & Support cost for 30,000+ FTEs	50
5. Part 5 - Professional Services	15
TOTAL POINTS:	300

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

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

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR PROFESSIONAL SERVICES		
Proposed Rates	Calculation	Resulting Points
If Proponent 1 proposes the lowest Rate of \$5.00, it would receive 100% of the points allocated.	$\$5 \div \5×15 Points	15
If Proponent 2 proposes the second lowest Rate of \$10.00, it would receive 50% of the points allocated.	$\$5 \div \10×15 Points	7.5
If Proponent 3 proposes the third lowest Rate of \$20.00, it would receive 25% of the points allocated.	$\$5 \div \20×15 Points	3.75

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

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

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

Stage IV resulting scores per Proposal will be used when determining the cumulative score as described below in Section 3.6.

3.6 Stage V – Cumulative Score

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

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

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

3.7 Stage VI – Tie Break Process

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

3.8 Stage VII – Negotiations

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

The negotiations may include:

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

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

3.8.1 Negotiation Process

OECM intends to complete negotiations within fifteen (15) calendar days after notification. If, for any reason, OECM and a Preferred Proponent fail to reach an agreement within the aforementioned timeframe, OECM may:

- (a) Request the Preferred Proponent to submit its Best and Final Offer;
- (b) Terminate negotiations with that particular Preferred Proponent;
- (c) Extend the negotiation timeline; or,
- (d) Publish one (1) or some of the Suppliers, who have executed Master Agreements, within our promotional marketing launch. Other Master Agreements, if successfully negotiated with other Preferred Proponents, would be added to OECM's website at a later date.

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

3.9 Stage VIII – Master Agreement Finalization

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

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

[End of Part 3]

PART 4 – MASTER AGREEMENT STRUCTURE AND MANAGEMENT

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

4.1 Master Agreement Structure

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

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 two (2) additional periods of up five (5) years each. Performance as set out in Appendix G – Performance Management Scorecard and, if applicable, Supplier Recognition Program evaluation results will be considered when contemplating a Master Agreement extension.

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

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

4.1.1 No Contract until Execution of Written Master Agreement

This RFP process is intended to identify Proponents for the purpose of negotiation of potential Master Agreements. The negotiation process is further described in Part 3 – Evaluation of Proposals, and in Section 3.8 of this RFP.

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

4.1.2 Customer's Usage of Master Agreements

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

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

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

- (a) Select a Supplier and sign a CSA; or,
- (b) Seek Rates and other relevant Services information specific to a Customer's organization (e.g. by issuing a non-binding request via a Second Stage tool (e.g., Request for Services ("RFS"), Quick Quote ("QQ"), or Customer's process (e.g. directly or via an online e.tendering platform)) from the list of pre-qualified Suppliers for their specific Solution and Service requirements (e.g., implementation, Service Level Agreement, Acceptance Testing, Rates, invoicing methodology). If selected by the Customer, the Supplier shall provide the LMS and Services in accordance with the specifications stated in the Master Agreement and in the Customer's CSA; or,
- (c) Seek demonstration for the proposed Solution.

When a Second Stage request is issued, which does not constitute a contract A, contract B situation, it will identify the required Services or it may request the Supplier to propose appropriate Services to fulfill the Customer's requirements and any other applicable information. The Customer may negotiate their unique requirements with the Supplier and mutually agree to additional terms and conditions (e.g., reporting, Rates, payment terms) ensuring the additional terms and conditions are not in any way inconsistent with the Master Agreement.

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

- (a) Proposed Solution and/or Services;
- (b) Implementation Plan;
- (c) Timelines for Services (e.g., training, testing, migration);
- (d) Customer specific demonstration session (based on Customer's requirements);
- (e) Proposed Professional Service resources and resumes;
- (f) Service Level Agreement content; and,
- (g) Final, net Rates. The Rates should be valid for a period of not less than ninety (90) days. Limited time offer Rates and/or promotional Rates must be specified by the Supplier, if applicable to the specific Second Stage request.

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

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

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

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

4.3 Rates

The proposed Rates shall be firm Rates for the first five (5) years of the Master Agreement and shall be:

- (a) Maximum Rates;
- (b) In Canadian funds and shall include all applicable costs, including, but not limited to overhead, materials, fuel, fuel surcharge, duties, tariffs, travel, delivery, office support, profit, permits, licences, labour, insurance, and Workplace Safety Insurance Board costs; and,
- (c) Exclusive of the HST, or other similar taxes.

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

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

4.4 Travel Expenses

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

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

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

4.5 Optional Rate Refresh

OECM's goal is to keep Rates as low as possible for Customers. However, the Supplier may request a Rate refresh effective on the fifth (5th) anniversary date of the Master Agreement (e.g. in March 2028) and on the tenth (10th) anniversary date of the Master Agreement (e.g. in March 2033).

The Supplier shall provide a written notice with supporting documentation to OECM at least one-hundred-and-twenty (120) days prior to the fifth (5th) anniversary date of the Master Agreement (e.g. in March 2028) and the tenth (10th) anniversary date of the Master Agreement (e.g. in March 2033), if requesting a Rate refresh.

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

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

If a proposed Rate refresh was agreed upon between OECM and the Supplier, the new Rates would only be applicable to Services ordered after the effective date of the new Rates. The effective date of the Rate change must allow Customers a minimum of thirty (30) days' prior notice from OECM. If, however, a proposed Rate increase is not accepted by OECM the Master Agreement may be terminated within one-hundred and twenty (120) days unless the Supplier agrees to withdraw its request for a Rate increase and continue the provision of the Services at the existing agreed upon Rates.

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

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

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

4.6 Optional Process to Add Other Services

During the Term, if mutually agreed by OECM and the Supplier, and only for the awarded OEM, other related LMS Solutions, Service, and/or functional requirements Services may be added to the Master Agreement to align with Customer needs.

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

Additional 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 Services. 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 Services shall remain unchanged.

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

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

4.7 Adding Other Customers

Other OEMC Customers described below may also use the resulting Master Agreements from this RFP as mutually agreed upon between OEMC and the Supplier.

Other Customers include Crown Corporations, First Nations federal agencies, health and social service entities, municipalities, not-for-profit organizations, Private Career Colleges, 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.

4.8 OEMC Cost Recovery Fee

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

The Supplier shall pay to OEMC a CRF of One Point Nine Five percent (1.95%) on all Services invoiced by the Supplier to the Customers throughout the Term.

CRF will be calculated as follows:

EXAMPLE OF HOW CRF WILL BE CALCULATED FOR THE SECOND CALENDAR QUARTER WITH A CRF = 1.95%				
Sales per Month	Calculation	CRF	HST	Total CRF Payment to OEMC
If Supplier has \$100,000 total sales in April	\$100,000 x 1.95% CRF	\$ 1,950.00	\$ 253.50	\$ 2,203.50
If Supplier has \$200,000 total sales in May	\$200,000 x 1.95% CRF	\$ 3,900.00	\$ 507.00	\$ 4,407.00
If Supplier has \$50,000 total sales in June	\$50,000 x 1.95% CRF	\$ 975.00	\$ 126.75	\$ 1,101.75

The CRF shall be paid to OEMC, via EFT, on a quarterly basis based on the calendar year by the fifteenth (15th) Calendar Day of the applicable quarter.

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

CRF Payments	Payment Date
The first CRF, including any Customer purchases made between Master Agreement execution date and March 31, 2023, shall be paid to OEMC by:	May 15, 2023
The next CRF, including any Customer purchases made between April 1, 2023, and June 30, 2023, shall be paid to OEMC by:	August 15, 2023
The next CRF, including any Customer purchases made between July 1, 2023, to September 30, 2023, shall be paid to OEMC by:	November 15, 2023

CRF Payments	Payment Date
The next CRF, including any Customer purchases made between October 1, 2023, to December 31, 2023, shall be paid to OECM by:	February 15, 2024

HST is applicable to the CRF payments made to OECM.

The CRF will be reviewed (e.g., annually) and may, at OECM's sole discretion, be adjusted downwards.

During the Term, OECM may implement other CRF methodologies. Should this take place, the maximum CRF noted above shall not increase.

The Supplier shall be responsible for paying interest, as specified in Article 4.08 of the Master Agreement, for late CRF payments.

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

4.9 Financial Administration Act Section 28

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

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

4.10 Saving Calculation

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

The Supplier shall report Customer savings to OECM on monthly basis as a part of the Spend Report (e.g., Master Agreement Rate versus Rate invoiced to Customer, cost avoidance and/or other savings).

4.11 Supplier Management Support to OECM

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

- (a) Assigning to OECM a Supplier Account Executive and team responsible for supporting and overseeing all aspects of the Master Agreement;
- (b) Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;

- (c) Promoting the Master Agreement within the Customer community;
- (d) Maintaining OECM's and Customer's confidentiality by not disclosing Confidential Information without the prior written consent of OECM and/or the Customer, as the case may be, as further described in Appendix B – Form of Master Agreement;
- (e) Attending business review meetings with OECM to review such information as:
 - i. CSAs and upcoming opportunities; and,
 - ii. Review and monitor performance management compliance;
- (f) Complying with Appendix H – Code of Conduct requirements as described on the OECM website at <https://oecm.ca/news/oecm-introduces-new-supplier-code-of-conduct/>;
- (g) Managing issue resolution in a timely manner;
- (h) Complying with agreed upon escalation processes to resolve outstanding issues;
- (i) Timely submission of reports as described in Appendix F – Reporting Requirements; and,
- (j) Complying with Master Agreement close out processes (e.g., ensuring all Master Agreement obligations have been fulfilled, such as submission of final reporting and CRF payments to OECM).

4.11.1 Master Agreement Award and Launch

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

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

4.11.2 Promoting OECM Master Agreements

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

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

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

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

- (a) Using online communication tools to inform and educate;
- (b) Holding information sessions and webinars, as required;

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

4.11.3 Supplier's Performance Management Scorecard

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

4.11.4 OECM's Supplier Recognition Program

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

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

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

Further details will be provided to the Suppliers.

4.11.5 Reporting to OECM

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

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

[End of Part 4]

PART 5 – TERMS AND CONDITIONS OF THE RFP PROCESS

5.1 General Information and Instructions

Procurement Process Non-Binding

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

- (a) This RFP shall not give rise to any contract A – based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and,
- (b) Neither the Proponent nor OECM shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of a Master Agreement, failure to award a Master Agreement or failure to honour a response to this RFP.

Non-Binding Rates

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

5.1.1 RFP Timetable

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

RFP Timetable	
Event	Time/Date
OECM's Issue Date of RFP:	December 7, 2022
Proponent's Information and OTP Demonstration Session:	2:00 pm on December 13, 2022
Proponent's Deadline to Submit Questions:	5:00 pm on January 5, 2023
OECM's Deadline for Issuing Answers:	January 10, 2023
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on January 13, 2023
OECM's Deadline for Issuing Final Documents:	January 17, 2023
Revised Closing Date:	2:00:00 pm on January 25, 2023
Targeted Date for Demonstration Session:	Week of February 13, 2023 Onwards
Anticipated Master Agreement Start Date:	March 2023

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

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

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

5.1.2 Proponent's Information and OTP Demonstration Session

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

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

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

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

Information provided during this session will be posted on OTP.

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

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

5.1.3 Proponent to Follow Instructions

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

5.1.4 OECM's Information in RFP Only an Estimate

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

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

5.1.5 Proponent's Costs

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

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

5.2 Communication after RFP Issuance

5.2.1 Communication with OECM

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

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

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

5.2.2 Proponent to Review RFP

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

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

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

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

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

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

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

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

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

5.2.3 Proponent to Notify

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

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

The Proponent shall not:

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

5.2.4 All New Information to Proponents by way of Addenda

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

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

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

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

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

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

5.3 Proposal Submission Requirements

5.3.1 General

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

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

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

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

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

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

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

5.3.2 Proposal in English

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

5.3.3 Proposal Submission Requirements

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

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

Appendix/Form Title	OTP Envelope	Complete Form within OTP	Complete Appendix and Upload to OTP
Form of Offer	Qualification	√	
Attestation – Mandatory Requirements	Qualification	√	
Attestation – Minimum Privacy and Security Requirements	Qualification	√	
Compliance with Form of Master Agreement	Qualification	√	
Technical Response	Technical	√	
Submission of Appendix C - Commercial Response (in Microsoft Excel format only)	Commercial		√
Appendix E – OEM Authorization (If Applicable)	Qualification		√

5.3.4 Other Proposal Considerations

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

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

5.3.5 Proposal Receipt by OECM

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

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

5.3.6 Withdrawal of Proposal

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

5.3.7 Amendment of Proposal on OTP

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

5.3.8 Completeness of Proposal

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

5.3.9 Proposals Retained by OECM

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

5.3.10 Acceptance of RFP

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

5.3.11 Amendments to RFP

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

5.3.12 Proposals will not be Opened Publicly

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

5.3.13 Clarification of Proposals

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

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

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

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

5.3.14 Verification of Information

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

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

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

5.3.15 Proposal Acceptance

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

5.3.16 RFP Incorporated into Proposal

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

5.3.17 Exclusivity of Contract

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

5.3.18 Substantial Compliance

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

5.3.19 No Publicity or Promotion

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

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

5.4 Negotiations, Timelines, Notification and Debriefing

5.4.1 Negotiations with Preferred Proponent

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

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

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

5.4.2 Failure to Execute a Master Agreement

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

If the Preferred Proponent cannot execute the Master Agreement within the allotted timeframe, OECM may rescind the invitation to execute a Master Agreement or publish one (1) or some of the Suppliers, who have executed Master Agreements within OECM's promotional marketing launch.

Other Master Agreements, if successfully negotiated with other Preferred Proponents would be added to OECM's website at a later date.

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

5.4.3 Master Agreement

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

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

5.4.4 Notification to Other Proponents

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

5.4.5 Debriefing

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

5.4.6 Bid Dispute Resolution

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

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

A protest in writing should include the following:

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

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

5.5 Prohibited Communications, and Confidential Information

5.5.1 Confidential Information of OECM

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

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

5.5.2 Confidential Information of the Proponent

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

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

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

5.5.3 Proponent's Submission

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

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

5.5.4 Personal Information

Personal Information shall be treated as follows:

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

5.5.5 Non-Disclosure Agreement

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

5.5.6 Freedom of Information and Protection of Privacy Act

The *Freedom of Information and Protection of Privacy Act (Ontario)*, applies to information provided by the Proponent. A Proponent should identify any information in its Proposal, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by OECM and its

Customers. The confidentiality of such information will be maintained by OECM, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

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

5.5.7 Intellectual Property

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

5.6 Reserved Rights and Governing Law of OECM

5.6.1 General

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

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

- (k) Disqualify the Proponent who has been charged or convicted of an offence in respect of an agreement with OECM, or who has, in the opinion of OECM, engaged in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion, unethical conduct, including lobbying as described above or other forms of deceitfulness, or other inappropriate communications offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of OECM, or where the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM;
- (l) Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal;
- (m) Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (n) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (o) Reject a Subcontractor proposed by a Proponent within a Consortium;
- (p) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;
- (q) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
 - i. OECM determines it would be in the best interest of OECM not to award a Master Agreement,
 - ii. the Proposal prices exceed the bid prices received by OECM for Services acquired of a similar nature and previously done work,
 - iii. the Proposal prices exceed the costs OECM or its Customers would incur by doing the work, or most of the work, with its own resources,
 - iv. the Proposal prices exceed the funds available for the Services, or,
 - v. the funding for the acquisition of the proposed Services has been revoked, modified, or has not been approved,

and where OECM cancels this RFP, OECM may do so without providing reasons, and OECM may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing;
- (r) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal;
- (s) Accept any Proposal in whole or in part;
- (t) If OECM receives a Proposal from a Proponent with Rates that are abnormally lower than the Rates in other Proposals, OECM may verify with the Proponent that the Proponent satisfies the conditions for participation and is capable of fulfilling the Master Agreement; or,
- (u) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM and/or its Customers or is otherwise engaged in a dispute with OECM and/or its Customers;

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

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

5.6.2 Rights of OECM – Proponent

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

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

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

5.6.3 No Liability

The Proponent agrees that:

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

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

5.6.4 Assignment

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

5.6.5 Entire RFP

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

5.6.6 Priority of Documents

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

5.6.7 Disqualification for Misrepresentation

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

5.6.8 References and Past Performance

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

5.6.9 Cancellation

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

5.6.10 Competition Act

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

5.6.11 Trade Agreements

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

For more information, refer to the following:

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

5.6.12 Governing Law

The terms and conditions in this Part 5:

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

[End of Part 5]

APPENDIX A – DEFINITIONS

Definitions

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

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

“Acceptance Testing” means any and all tests of all or part of the Services to be carried out in accordance with the acceptance process set out in the Master Agreement and/or the Customer-Supplier Agreement to determine if such Services conform to the requirements, specifications, warranties and standards set out in or incorporated into the Contract;

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

“Authorized Reseller” means a Person that is authorized by the OEM to market, advertise, sell and distribute the LMS;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

organizations, utilities and local boards, any other Ontario Public Sector and Broader Public Sector agencies, boards or commissions or similar entities not mentioned here;

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

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

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

“English” means Canadian English language spoken and written in Canada;

“Exit Plan” means a detailed plan setting out the specific tasks to be performed by the Supplier as part of the Transition Out Services, which shall, at a minimum, include the description of the Services described in the Contract;

“French” means Canadian French language spoken and written in Canada;

“Go-Live” means the Solutions have been configured to the Customers’ satisfaction, passed the Acceptance Testing, and is available for use by Users without material deficiencies as per the agreed to Acceptance Testing criteria;

“Hypercare Support Services” means a Service (e.g., an elevated level of Support Services post implementation) provided by the Supplier for a minimum of sixty (60) days immediately following a Customer’s Go-Live date to ensure seamless adoption of the new LMS. Hypercare Support Services shall address all issues related to both functional and technical, and all issues as experienced by the Customer (e.g., User experience, bug fixes, system performance related issues, timely responses to service tickets raised);

“Implementation Date” means the date the Customer’s Solution, which is the actual date on which the Customer begins to receive the Deliverables, or such other date as may be determined by the Customer;

“Implementation Plan” means the plan for the implementing the Deliverables, which plan shall include, at a minimum, the information (such as the project plan, the proposed implementation approach, Acceptance Testing and training Services) and strategies (such as a data migration strategy and integration strategy) outlined in the Contract;

“Integration Services” means the range of services required to integrate the Customer system files or systems with the LMS;

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

“OECCM” means the Ontario Education Collaborative Marketplace;

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

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

“PFO” means a provincially funded organization;

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

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

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

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

“Professional Services” means the Supplier’s expert IT resources who fulfills Customer’s Service requirements as described in Part 2 of this RFP and/or the Customer’s CSA;

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

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

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

“Release” means any upgrades, updates, patch installations, modifications, refreshes, enhancements, additions, substitutions, workaround or fixes to software or equipment, or new versions of new or modified software components, which are tested and implemented by the Supplier and/or OEM for which the Supplier represents;

“Request for Proposals” or **“RFP”** means this Request for Proposals #2022-412 issued by OECM, including all appendices and addenda thereto;

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

“Service” means LMS to be provided or performed by the Supplier, under the Master Agreement, and includes everything that is necessary to be supplied, provided or delivered by the Supplier;

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

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

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

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

“Term” has the meaning set out in Part 1 and Part 4 of this RFP;

“Third-Party Applications” or **“Third Party”** means any software/application other than the Supplier’s LMS, including systems developed by external vendors and/or by the Customers themselves;

“Transition Out Period” means the period of time prior to and/or after the Term during which the Supplier provides Transition Out Services;

“Transition Out Services” means the services provided by the Supplier to the Customer, and to any designated replacement service provider or Supplier Subcontractor, to transition out of the Deliverables from the Supplier to the Customer; and,

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

APPENDIX B – FORM OF MASTER AGREEMENT

This appendix is posted as a separate PDF document.

APPENDIX C – COMMERCIAL RESPONSE

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

APPENDIX D – DEMONSTRATION SCENARIOS

The Proponent shall demonstrate the following scenarios related to the LMS Functionalities as detailed in Part-2 Deliverables. The Proponent during the demonstration shall present both the Instructor's view and the Student's View of their proposed LMS. For more information, refer to Section 3.4.

No.	Demonstration Scenario	Sub-Point Allocation
1	<p>Course and Classroom Management</p> <p>Demonstrate functionalities of the proposed solution for all the following:</p> <ol style="list-style-type: none"> 1. Course Design and Build – demonstrate the process for creating course sites and templates within the proposed solution. 2. Content Management – demonstrate content editing features including the steps for importing and exporting course content. 3. Student and Instructor Profiles – demonstrate the layout and attributes associated with modifying user profiles. 4. Student Success and Analytics – demonstrate features for tracking student progress and integrations with the grade book to analyze student success. 5. Course & Group Enrollment – demonstrate the process of course enrolment including self-enrolment methods by the student. From the instructor's view, demonstrate features for managing student enrolment and allocation of students to various sub-groups within a course. <p>The Proponent to demonstrate composing content in different areas of the proposed solution, for example, creating instructional materials and course sites. In addition to text, illustrate composing of additional content such as images and tables. Demonstrate the proposed solution's text editor capability to embed from external sources and the procedure for self-enrollment in courses.</p>	40
2	<p>Assessments and Evaluations</p> <p>Demonstrate functionalities of the proposed solution for all the following:</p> <ol style="list-style-type: none"> 1. Quizzes and Tests – demonstrate properties of the quiz function including the ability to create multiple question types. Illustrate a sample quiz from the student's view and the ability for instructors to monitor, grade, and provide feedback on quizzes. 2. Assignment tools and Online Submission – demonstrate the steps for submitting student assignments. From the instructor's view, show the grading features and process for releasing feedback to students. 3. Rubrics – illustrate the process for creating, uploading, and downloading rubrics across different types of assessment offerings within the proposed solution. 4. Gradebook – demonstrate grading tools 5. Grade-reporting and grade centre management – illustrate the grade centre layout from the instructor view. Demonstrate grade reporting aspects including audit and grade release features. <p>The Proponent to outline attributes of the quizzing and test function for both students and instructors. Demonstrate the submission and grading process for student assignments, including the specific steps of releasing grades from instructor to student. The proponent to demonstrate</p>	40

	the potential for instructors to finalize their grades within the proposed solution and then have those finalized grades recorded in the Student Information Systems.	
3	<p>Communications</p> <p>Demonstrate functionalities of the proposed solution for all the following:</p> <ol style="list-style-type: none"> 1. Emails – demonstrate features of the internal e-mail system for the proposed solution. Illustrate the process for sending and receiving emails. 2. Messaging and Chats Groups – demonstrate functions within the synchronous chat/messaging tool. 3. Discussion Forums – demonstrate the process for posting content. Show from the instructor’s view, the process for monitoring and grading discussion posts. 4. Announcements and Notifications – demonstrate notification properties for announcements including alerts and customizations. <p>Demonstrate the process for creating, sending, and receiving communications, including announcements and notifications within the proposed solution. Highlight communication tools that facilitate interactions between students and instructors, such as emails and messaging functions. Demonstrate discussion forum features, including the grading capability of students’ discussion posts by the instructor and recording within the grade book.</p>	30
4	<p>Productivity Tools</p> <p>Demonstrate functionalities of the proposed solution for all the following:</p> <ol style="list-style-type: none"> 1. Calendar – highlight characteristics of the calendar tool including exporting the calendar to personal devices. 2. Learning Object Repository (LOR) – demonstrate the procedure for storing and accessing content within the LOR. 3. Integration of Third-Party Software – demonstrate the steps to access and set up third-party applications and plug-in software. <p>Illustrate the calendar features of the proposed solution. If the solution offers a learning object repository, demonstrate the properties for instructors and students to create, manage and export content. The proponent to also demonstrate integrations with third-party applications/software, if offered by the proposed solution, and the set-up process for these tools.</p>	30
5	<p>User Interface and Compatibility</p> <p>Demonstrate functionalities of the proposed solution for all the following:</p> <ol style="list-style-type: none"> 1. Navigation and User Experience – illustrate navigation features that enhance the user experience, for example, search tools and object previews. 2. Device Compatibility and Formatting – demonstrate the compatibility of the proposed solution across various desktop and mobile web browsers. 3. Mobile Application – demonstrate the layout of the mobile application. Highlight operations within the LMS reflecting the standard features on the solution’s web browser and integrations to smartphone features such as notifications. <p>The proponent to demonstrate the consistency of their solution across various devices and web servers in terms of layout and formatting. Highlight aspects of the interface that are designed to enhance user experience, including navigation features/functions/tools and accessibility needs.</p>	30

	If the proposed solution has a mobile app, demonstrate operations within the app that allows users to get the same or better access to course content in comparison to a mobile web browser. The proponent to demonstrate the app's integration dynamics with calendar and notification features on various smartphones and portable devices.	
6	<p>Accessibility Features</p> <p>The Accessibility for Ontarians with Disabilities Act (AODA) requires that proposed solutions meet specific WCAG 2 requirements. Demonstrate features of the proposed solution that enables authors to create accessible content, including its design, development, and operations. Demonstrate the use of a responsive design to enable individuals with accessibility needs to navigate and utilize the proposed solution.</p>	30
		200

APPENDIX E – OEM AUTHORIZATION

This Appendix must be completed, signed, dated and uploaded into OTP with a Proponent’s Proposal if the Proponent is **not** the OEM of the proposed LMS. Therefore, if the Proponent is the OEM of the proposed LMS, the Proponent is **not** required to complete and submit this authorization, but all other Proponents are.

To: OEMC and the Proponent
Proponent’s Name: _____
OEM’s Name: _____
Re: Proponent’s Proposal in response to OEMC’s RFP #2022-412

The OEM LMS proposed by the above-noted Proponent is:

- [Proponent to insert LMS information]

The OEM agrees and confirms that:

- (a) The named Proponent is an Authorized Reseller of the proposed OEM LMS;
- (b) The Proponent will be eligible and authorized to fulfill the requirements to supply LMS from the OEM; and,
- (c) The Proponent is confirmed to have maintained an accreditation status in good standing for at minimum, the past three (3) years.

This Appendix must be signed by an authorized representative from the OEM.

OECM may, at its sole discretion, contact the OEM to validate information proposed prior to the award of this RFP and/or at any during the Term of the Master Agreement.

OEM Solution Name

OEM’s Representative’s Name

I have authority to bind the OEM

OEM’s Representative’s Title

OEM’s Representative’s Telephone Number

OEM’s Representative’s Email Number

Date

APPENDIX F – SUPPLIER REPORTING REQUIREMENTS

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

Supplier Reporting Requirements		
Reports	Frequency	Due Date
<u>Integrated Reporting Template</u>		
<ol style="list-style-type: none"> 1. Sales Report including, but not limited to: <ol style="list-style-type: none"> (a) Customer’s name; (b) Invoice number and date; (c) LMS description; (d) Unit of Measure; (e) Rate per Unit of Measure; (f) Extended Total; (g) Savings (i.e. list Rate minus discount, incentives); and, (h) Cost Recovery Fees. 2. CSA Status Report including, but not limited to: <ol style="list-style-type: none"> (a) The number of executed CSAs; and, (b) CSAs pending execution. 3. Second Stage Status Report including, but not limited to: <ol style="list-style-type: none"> (a) Customer’s name; (b) Reference number; (c) Number of requests received and submitted; (d) LMS description; (e) Resulting savings; and, (f) Status (e.g. complete, due date to return to Customer). 	Monthly	8th Business Day
<u>Performance Reporting</u>		
<ol style="list-style-type: none"> 1. Key Performance Indicators (“KPIs”) Report - As set out in Appendix G – Performance Management Scorecard. 2. Performance results specific to Customer’s KPIs. 	Quarterly (calendar)	8th Business Day following each quarter
<u>Other Reports</u>		
1. Specific Customer Reports - As requested (e.g. spend, back order, delivery)	As requested	As requested
2. OEMC Ad Hoc Reports - As requested and mutually agreed upon	As requested	As requested

Final reporting requirements will be determined during negotiations.

APPENDIX G – PERFORMANCE MANAGEMENT SCORECARD

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

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

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

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

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

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

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

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

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

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

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

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

OECM Supplier Performance Measures		
Key Performance Indicator	Performance Measurement	Performance Goal
Downtime/Uptime	Availability of Cloud and system overloads, uptime outside of maintenance windows	99.9% or greater
Response time - The amount of time it takes for the page to load/system response	To be mutually agreed upon with the Proponent	98% or greater
Issue Resolution/Remediation time	High Risk issue – Within 30 minutes Medium Risk issue – Within 1 hour Low Risk issue– Within 2 hours	98% or greater
Customer Satisfaction – Customer Rating for Service	High level of satisfaction from quarterly Customer survey	98% or greater
Customer Issues – Number of Customer's complaints	Total Customer complaints quarterly out of total client requests	Less than 2%

OECM Evaluation of Supplier's Performances		
Key Performance Indicator	Performance Measurement	Performance Goal
Fully Completed Integrated Report Submission	By 8th Business Day of each month	98% of the time
Fully Completed Performance (or Key Performance Indicator) Report Submission	By 8th Business Day following each calendar quarter	98% of the time
Executed CSAs sent to OECM	Within 30 days of CSA execution	98% of the time
Renewed insurance and/or WSIB clearance submissions	Submission of renewed certificates before expiry	98% of the time
Cost Recovery Fee Payment Remittance	By fifteenth (15th) calendar day of May, August, November, and February	98% of the time
Response Time to OECM Inquiries	Within 1 Business Day	98% of the time
Price Refresh Submissions	By one hundred and twenty (120) days prior to price refresh effective date	98% of the time

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

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

Penalties and Rewards

The Supplier shall be responsible for all liquidated damages incurred by the Customers as a result of Supplier's failure to perform according to the Master Agreement and/or Customer-Supplier Agreement. Additional penalties for failure to meet or rewards for exceeding the Master Agreement and/or Customer-Supplier Agreement requirements may be mutually agreed upon between the Customer and the Supplier, at the time of Customer-Supplier Agreement execution. Any penalty and/or reward shall be reported to OECM.

APPENDIX H – CODE OF CONDUCT

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

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

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

Also, the Supplier shall:

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

APPENDIX I – ESCALATION PROCESS AND CONTACT INFORMATION

The Preferred Proponent shall be required to complete and provide this appendix to OECM during negotiations.

Department/Person of Contact	Service Hours	Email	Telephone