



Savings | Choice | Service

MULTI-FUNCTION DEVICES AND A4 PRINTERS

REQUEST FOR PROPOSALS NUMBER #2022-411

Request for Proposals Issued On: January 16th, 2023

Proponent's Information & OTP Demonstration Session: 2:00 pm on January 20th, 2023

Proponent's Deadline for Questions: 5:00 pm on April 19th, 2023

**Proponent's Deadline to Submit Questions Related to
Addenda & Question and Answer Documents:** 5:00 pm on April 27th, 2023

Closing Date: 2:00:00 pm on May 12th, 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 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 the provision of Products and Services related to Office and Production Multi-Function Devices (“MFDs”), A4 Small Office Desktop Printers (“Printers”), Managed Print Services (“MPS”) and Professional Services on an as-and-when-required basis to support OECM Customers as described in Part 2 – The Deliverables (the “Deliverables”) divided into two (2) Streams A and B.

The Proponent must submit only one Proposal for either Stream A or Stream B as described in Part 2 – The Deliverables (the “Deliverables”). The successful Supplier must provide all Deliverables of its chosen Stream, including Related Services, required in this RFP.

Stream A shall include Office and Production Multi-Function Devices (“MFDs”), A4 Small Office Desktop Printers (“Printers”), Managed Print Services (“MPS”), Product catalogue and Accessories catalogue from one (1) Original Equipment Manufacturer (“OEM”) only. For further clarity, Proponents must propose all Products and related Services outlined in this Stream above and from only one (1) OEM. The details for this Stream are described in in Part 2 – The Deliverables;

Stream B is divided into Sub-Categories. A Proponent should include any Product and its related Services for these Sub-Categories. The Sub-Categories are, Sub-Category A - Office Multi-Function Devices (“Office MFDs”), Sub-Category B - Production Multi-Function Devices (“Production MFDs”), Sub-Category-C - A4 Small Office Desktop Printers (“Printers”), MPS, Product catalogue and Accessories catalogue, and related Professional Services for each Sub-Category. A Proponent shall submit only one (1) proposal including one (1) or more Sub-Categories. The details for this Stream are described in Part 2 – The Deliverables.

For Stream A OECM intends to award one (1) or more Master Agreements and for Stream B OECM intends to award one (1) or more Master Agreements per Sub-Category within this stream with an initial Term of the Master Agreement (“Term”) of eight (8) years with an option in favor of OECM to extend the Term on the same terms and conditions for up to two (2) additional years.

This RFP is issued by OECM.

Paper is out of scope for this RFP. OECM has an active agreement in place for the supply of Paper and related Products and Services.

1.1 Objective of the RFP

The objective of this RFP is to provide OECM Customers the ability to procure Products and Services and award one (1) or more Master Agreements (“Agreements”) per Stream to satisfy the needs of Customers by selecting Suppliers to:

- (a) Support a diverse group of Customers with varying needs;
- (b) Provide Customers with a variety of quality Products and Services, demonstrating value for money;
- (c) Provide Customers with a sustainable print strategy to improve services and reduce overall print costs by promoting MPS solutions;
- (d) Provide Customers with professional services, which includes assessment, optimization, and fleet management;
- (e) Provide maximum flexibility in responding to changing and evolving requirements and technology;
- (f) Provide Customers with excellent, timely customer and account management service and support;
- (g) Support the Customer’s environmental and sustainability requirements, demonstrating a commitment to environmental stewardship;
- (h) Provide Customers with responsive transition and implementation plans;
- (i) Provide flexible ordering and payment methods for Customers;

- (j) Provide Customers full reporting and performance management with well-established Key Performance Indicators (“KPI”), including service levels to monitor Supplier performance;
- (k) Provide Customers savings through innovative approaches (e.g. technology); and,
- (l) Reduce the costs of competitive procurement processes associated with the Products and Services on an ongoing basis (i.e. fewer competitive procurement documents issued by Customers).

1.2 OEM and Reseller/Dealer Status

The Proponent must be an OEM or an authorized reseller for proposed OEM Products and Services.

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

If the Supplier is an authorized reseller, an OEM undertaking as set out in Section 3.2 – Stage I – Review of Qualification Responses (Pass/Fail), and Appendix K – OEM Undertaking is also applicable.

1.3 Minimum Supplier Requirements

Qualified Suppliers shall, at minimum:

- (a) Be the OEM or an authorized reseller of the proposed Products and Services;
- (b) Provide Office MFD Products and Services, Production MFD Products and Services, A4 Small Office Desktop Printers, Managed Print Services and Professional Services in either Stream A or B as described in Part 2 – The Deliverables (the “Deliverables”) as applicable;
- (c) Provide OEM warranty in Canada;
- (d) Provide new Products (i.e. contain only new parts not refurbished, not previously used, and not remanufactured) available for sale in Canada, unless otherwise requested by the Customer; and,
- (e) Provide all Products and Services stated in this RFP to all Customers as applicable.

1.4 Supplier Expertise and Capabilities

The Supplier shall possess the following expertise and capabilities:

- (a) Demonstrated experience and expert knowledge in the supply and delivery of Office and Production MFDs, A4 Small Office Desktop Printers, and Managed Print Services in the Canadian marketplace as applicable in either Stream A or B;
- (b) Ability to provide Customers with excellent customer and technical support; and,
- (c) Provide knowledgeable and professional personnel to ensure Customers’ needs are met.

1.5 Project Background

In 2017 OECM issued an RFP (i.e. RFP #2017-289) for Office and Production MFDs, resulting in the award of six (6) suppliers. These agreements expire on April 30th, 2026 and can be extended for two (2) additional years to expire on April 30th, 2028.

In 2020 OECM issued a separate RFP (i.e. RFP #2020-360) for A4 Printers, resulting in the award of six (6) suppliers. These agreements expire on December 20th, 2023, and can be extended for two (2) additional one-year periods to expire on December 20th, 2025.

1.6 Historical Spend

TOTAL MFD SPEND – 2014-2018		
Agreement Name	Total Spend	Total Signed Customer Supplier Agreements
Office Multi-Function Devices and Managed Print Services (2014)	\$62,837,410.00	203
Multi-Function Devices and Related Services (2018)	\$27,416,232.00	220

OECM MFD agreements combined have generated over ninety million dollars (\$90,000,000.00) in spending since 2014, with two hundred and three (203) signed Customer Supplier Agreements (“CSAs”) for MFD 2014 and two hundred and twenty (220) active CSAs for MFD 2018. The School Board sector, accounts for over sixty percent (60%) of the total spend and the non-education sector represents the second highest percentage of spending, with over twenty percent (20%) of the total spend for both MFD agreements.

The Small Office Desktop Printers and Related Services agreement currently has nine (9) active CSAs and has generated over ninety thousand dollars (\$90,000.00) in spend.

Of the total active CSAs across the three (3) agreements, there are three hundred and sixty-six (366) unique customers.

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

1.7 Project Advisory Committee

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

- (a) City of Richmond Hill;
- (b) City of Thunder Bay;
- (c) Keewatin Patricia DSB;
- (d) Ottawa-Carleton DSB;
- (e) Queen's University;
- (f) St. Clair Catholic DSB;
- (g) Seneca College;
- (h) Toronto Catholic DSB;
- (i) Town of Oakville;
- (j) Trent University;
- (k) University of Guelph; and,
- (l) Western University.

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

1.8 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 and services through its Marketplace, the goal of which is to generate savings, choice, and service for its Customers.

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

- (a) Actively sourcing Products and Services 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 OEMC agreements through analysis, reporting, and the development of tools, guides, and other materials;
- (d) Effectively managing supplier contract performance while harnessing the expertise and innovative ideas to drive continuous improvements through a Supplier Relationship Management program;
- (e) Promoting OEMC'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 OEMC and its Customers, resulting in continuous, long-term success; and,
- (f) Supporting supplier partners through a Supplier Recognition Program.

1.9 Use of OEMC Master Agreements

As of October 2022, over twelve hundred (1200) Customers were using one (1) or more OEMC agreements with a cumulative spend of more than three billion dollars over the last eleven (11) years. The annual spend for 2021 increased by thirty-three (33%) when compared to 2020.

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

1.10 Ontario Broader Public Sector Procurement Directive

OEMC, 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>.

1.11 Trade Agreements

OEMC 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 Section 5.6.11 – Trade Agreements.

1.12 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 fulfill. Whenever the terms “must” or “shall” are used in relation to OEMC or the Supplier, such terms shall be construed and interpreted as synonymous and shall be construed to read “OEMC shall” or the “Supplier shall”, as the case may be;
 - ii. The term “should” relates to a requirement that OEMC would like the Supplier to fulfill; 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 Products (i.e., Office and Production MFDs, A4 Printers and Product catalogue, Accessories catalogue) Deliverables and Services (i.e., MPS and related Services), which will be incorporated into the final Master Agreement.

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

The Proponent must submit only one Proposal for either Stream A **or** Stream B. The Supplier shall provide **all** RFP requirements according to the description of its chosen Stream.

Stream A shall include Office and Production Multi-Function Devices (“MFDs”), A4 Small Office Desktop Printers (“Printers”), Managed Print Services (“MPS”), Product catalogue and Accessories catalogue from one (1) Original Equipment Manufacturer (“OEM”) only. For further clarity, Proponents must propose all Products and related Services outlined in this Stream above and from only one (1) OEM. The details for this Stream are described in in Part 2 – The Deliverables;

Stream B is divided into Sub-Categories. A Proponent should include any Product and its related Services for these Sub-Categories. The Sub-Categories are

- a. Sub-Category A – Office Multi-Function Devices (“Office MFDs”);
- b. Sub-Category B – Production Multi-Function Devices (“Production MFDs”),
- c. Sub-Category C – A4 Small Office Desktop Printers (“Printers”); and,
- d. Product catalogue, Accessories catalogue, MPS and related Professional Services for each Sub-Category.

A Proponent may submit only one (1) proposal for Stream B including one (1) or more Sub-Categories. The details for this Stream are described in Part 2 – The Deliverables.

Stream A – Section 2A.1 to Section 2A.4.3	Office and Production Multi-Function Devices (“MFDs”), A4 Small Office Desktop Printers (“Printers”), Managed Print Services (“MPS”), Product and Accessories catalogue
Stream B – Section 2B.1 to Section 2B.4.3	Sub-Category A - Office Multi-Function Devices (“Office MFDs”), Sub-Category B - Production Multi-Function Devices (“Production MFDs”) , Sub-Category C - A4 Small Office Desktop Printers (“Printers”) , MPS, Product and Accessories catalogue, and related Professional Services
Deliverables applicable to both Streams – Section 2.C to Section 2C.29	Section 2C.1 Managed Print Services; Section 2C.2 Professional Services; Section 2C.3 Future Features; Section 2C.4 IT Requirements; Section 2C.5 Testing; Section 2C.6 Access to Use Products and Services; Section 2C.7 Assessments; Section 2C.8 Security Breaches; Section 2C.9 Meter Reads;

	<p>Section 2C.10 Order Management;</p> <p>Section 2C.11 Product Warranty;</p> <p>Section 2C.12 Delivery;</p> <p>Section 2C.13 Replacement Parts and/or Components;</p> <p>Section 2C.14 Preventative Maintenance;</p> <p>Section 2C.15 Removal and Replacements;</p> <p>Section 2C.16 Removal at Agreement or CSA Termination;</p> <p>Section 2C.17 Repairs;</p> <p>Section 2C.18 Invoicing;</p> <p>Section 2C.19 Support to Customers;</p> <p>Section 2C.20 Environmental and Sustainability Considerations;</p> <p>Section 2C.21 Supply and Consumables Recycling Program;</p> <p>Section 2C.22 Ontario Electronic Environmental Recovery Fees;</p> <p>Section 2C.23 Social Procurement;</p> <p>Section 2C.24 Disaster Recovery and Business Continuity;</p> <p>Section 2C.25 Licences, Right to Use, and Approvals;</p> <p>Section 2C.26 Workplace Hazardous Materials Information System;</p> <p>Section 2C.27 Compliance;</p> <p>Section 2C.28 Electrical Requirements; and</p> <p>Section 2C.29 Accessibility for Ontarians with Disabilities Act.</p>
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2A.1 Description of Deliverables – Stream A

The Supplier shall provide **all** the following Products and Services provided by one (1) OEM for Stream A to meet the needs of the Customer including, but not limited to:

- (a) Office MFDs;
- (b) Production MFDs;
- (c) Single and Multi-functional A4 Small Office Desktop Printers;
- (d) MPS;
- (e) Product and Accessories catalogue, and;
- (f) Professional Services.

2A.2 Office MFDs

The Supplier shall provide **new** Office MFDs (i.e., Products still being manufactured, actively marketed by the OEM, and containing new/first-time use parts/components) to Customers in the ranges set out below:

- (a) Monochrome:

- i. 15ppm to 34ppm, inclusive;
- ii. 35ppm to 44ppm, inclusive;
- iii. 45ppm to 54ppm, inclusive;
- iv. 55ppm to 64ppm, inclusive; and,
- v. 65ppm to 80ppm, inclusive.

(b) Colour:

- i. 15ppm to 29ppm inclusive;
- ii. 30ppm to 44ppm, inclusive; and,
- iii. 45ppm to 60ppm, inclusive.

2A.2.1 Office MFDs Base Model Requirements

The Supplier shall provide the following base model features for all Office MFDs to Customers, including but not limited to:

- (a) Ability to print on 11" x 17" paper for all Office MFDs except for 15ppm to 34ppm monochrome Office MFDs;
- (b) Asset tracking software;
- (c) Automatic reduction/enlargement;
- (d) Black-and-white feature enabled as the default print setup at the time of installation;
- (e) Colour scanning capable;
- (f) Common user interface for all proposed Office MFDs;
- (g) Automatic return document feeder capable of duplex copy and scan (one pass duplex scan for all Office MFDs except for 15ppm to 34ppm monochrome Office MFDs);
- (h) Duplex feature enabled as the default print setup at the time of installation;
- (i) Electronic sorting or collating;
- (j) Network accounting functionality (e.g. remote meter reads, Customer user I.D.);
- (k) Network ready, as described in Section 2C.4 – IT Requirements;
- (l) Paper trays (three (3) – letter, legal, and ledger size (11x17) except for 15ppm to 34ppm monochrome Office MFDs);
- (m) Virgin and/or recycled paper is acceptable;
- (n) Print/copy/scan capable;
- (o) Resolution (minimum):
 - i. Print/copy: 600 × 600 dpi; and,
 - ii. Scan: 600 × 600 dpi.
- (p) Robust reinforced paper trays;
- (q) Scan to e-mail, folder (FTP/SMB), USB;
- (r) Scan to TIFF, PDF, JPEG, XPS;

- (s) Scan to searchable file;
- (t) Security features, including but not limited to:
 - i. 256-bit encryption;
 - ii. Ability to lock down port by the administrator;
 - iii. Audit log;
 - iv. Network authentication;
 - v. Secure print, scan, email, and fax receive; and,
 - vi. Support secure data wipe functionality (automatic and manual) for all print/scan jobs stored locally;
- (u) Selectable USB port functionality;
- (v) Standard paper capacity (minimum): 500-sheet each tray + 100-sheet bypass;
- (w) Stapling capable; and,
- (x) System memory (minimum): 1.5GB.

2A.2.2 Other Office MFDs Features

The Supplier should provide other Office MFD features to Customers including, but not limited to:

- (a) Optional paper tray;
- (b) Standard trays up to 1000 sheet capacity;
- (c) High-capacity feeder/paper tray;
- (d) Automatic return document feeder capable of duplex copy and scan (one pass duplex scan for 15ppm to 34ppm monochrome Office MFDs);
- (e) Ability to print on 11 × 17 for 15ppm to 34ppm monochrome Office MFDs;
- (f) Fax capable;
- (g) Locking paper feeder/tray - keyed alike for all types of Office MFDs;
- (h) Multi-position stapling;
- (i) Multi-position hole punch unit;
- (j) Onboard controller (i.e. ability to load form templates onto the device); and,
- (k) Printer controller for remote access (except for monochrome MFDs).

2A.3 Production MFDs

The Supplier shall provide all of the following **new** Production MFDs (i.e. Products still being manufactured, actively marketed/sold by the OEM and containing only new parts/components) to Customers in the ranges set out below:

- (a) Monochrome:
 - i. 80ppm to 99ppm, inclusive;
 - ii. 100ppm to 119ppm, inclusive; and,
 - iii. 120ppm to 140ppm, inclusive.

- (b) Colour:
 - i. 60ppm to 69ppm, inclusive; and,
 - ii. 70ppm to 80ppm, inclusive.

2A.3.1 Production MFDs Base Model Requirements

The Supplier shall provide the following base model features for all Production MFDs to Customers including but not limited to:

- (a) Ability to print on 12" x 18" (or similar size) to allow for full bleed printing;
- (b) Asset tracking software;
- (c) Automatic reduction/enlargement;
- (d) Colour scanning capable;
- (e) Common user interface for all proposed Production MFDs;
- (f) Automatic return document feeder capable of duplex copy and scan (one pass duplex scan);
- (g) Electronic sorting or collating;
- (h) Multi-position stapling;
- (i) Network accounting functionality (e.g. remote meter reads, Customer user I.D.);
- (j) Network ready, as described in Section 2C.4 – IT Requirements;
- (k) Paper trays (three (3) – letter, legal, and ledger size (11x17));
- (l) Virgin and/or recycled paper is acceptable;
- (m) Paper weight handling: 16 lb. bond – 80 lb. bond cover;
- (n) Print (on letter and legal-sized paper)/copy/scan capable;
- (o) Resolution (minimum):
 - i. Print/Scan: 600 × 600 dpi; and;
 - ii. Copy: 600 × 600 dpi;
- ~~(p)~~ Robust reinforced paper trays;
- (q) Stack capacity (minimum): 3,000 sheets;
- (r) Standard paper capacity (minimum): 500 sheets each tray;
- (s) Scan to e-mail, folder (FTP/SMB), USB;
- (t) Scan to TIFF, PDF, JPEG, XPS;
- (u) Scan to searchable file;
- (v) Security features, including:
 - i. 256-bit encryption;
 - ii. Audit log;
 - iii. Network authentication;
 - iv. Secure print, scan, email, and fax receive;

- v. Ability to lock down port by the administrator; and,
- vi. Support secure data wipe functionality (automatic and manual) for all print/scan jobs stored locally;

- (w) Selectable multi-position hole punch unit;
- (x) Selectable USB port functionality; and,
- (y) System memory (minimum): 1.5GB.

2A.3.2 Other Production MFDs Features

The Supplier should provide other Production MFD features to Customers including, but not limited to:

- (a) Booklet-making kit;
- (b) C-folder and Z-folder;
- (c) High-capacity feeder/paper tray;
- (d) Optional paper tray;
- (e) Locking paper feeder/tray - keyed alike for all types of Production MFDs;
- (f) Saddle-stitch kit;
- (g) Ring binder; and,
- (h) Trimmer unit.

2A.4 A4 Small Office Desktop Printers

The Supplier shall provide all of the following **new** single-function and multi-function A4 Small Office Desktop Printers (i.e. Products still being manufactured, actively marketed/sold by the OEM and containing only new parts/components) in the monthly recommended print volume ranges set out below:

- (a) Monochrome:
 - i. Small workgroup: up to 4000, inclusive;
 - ii. Medium workgroup: 4001 to 8000, inclusive; and,
 - iii. Large workgroup: 8001 to 12500, inclusive.
- (b) Colour:
 - i. Small workgroup: up to 4000, inclusive;
 - ii. Medium workgroup: 4001 to 8000, inclusive; and,
 - iii. Large workgroup: 8001 to 12500, inclusive.

2A.4.1 A4 Small Office Desktop Printers Base Model Requirements

The Supplier shall provide the following base model features for all A4 Small Office Desktop Printers to Customers including, but not limited to

- (a) Ability to print on 8.5" x 11" and 8.5" x 14" for all A4 Small Office Desktop Printers;
- (b) Black-and-white feature enabled as the default print setup at the time of installation;
- (c) Automatic Duplexing;
- (d) Colour scanning capable (for colored models);

- (e) Common user interface for all proposed A4 Small Office Desktop Printers;
- (f) Electronic sorting or collating;
- (g) Network ready (as described in Section 2C.4 – IT Requirements);
- (h) Paper trays two (2) – one (1) main tray and one (1) bypass;
- (i) Virgin and/or recycled paper is acceptable;
- (j) Print/copy/scan/fax capable for multi-function models and Print only for single-function models;
- (k) Resolution (minimum):
 - i. Print/copy: 600 × 600 dpi;
 - ii. Scan: 600 × 600 dpi; and,
 - iii. Fax: 300 × 300 dpi;
- (l) Robust reinforced paper trays that sit flush and within the printer footprint;
- (m) Security features, including:
 - i. 256-bit encryption;
 - ii. Network authentication;
 - iii. Secure print, scan, email, and fax receive;
- (n) Selectable USB port functionality;
- (o) Standard paper capacity (minimum): 250 + 100-sheet bypass;
- (p) System memory (minimum): 256 mb; and,
- (q) Network accounting functionality (e.g. remote meter reads, Customer user I.D.)

2A.4.2 Other A4 Small Office Desktop Printers Features

The Supplier should provide other A4 Small Office Desktop Printer features to Customers, including but not limited to:

- (a) Ability to add trays, number of additional trays that can be added, and also the capacity of each additional tray;
- (b) Automatic reduction/enlargement (for multi-function models);
- (c) Automatic document feeder (for multi-function models);
- (d) High-capacity feeder/paper tray;
- (e) Additional Security features including:
 - i. Ability to lock down port by the administrator;
 - ii. Audit log;
 - iii. Support secure data wipe functionality (automatic and manual) for all print/scan jobs stored locally;
- (f) Duplex feature enabled as the default print setup at the time of installation;
- (g) Duplex copy and scan (one pass duplex scan monochrome multi-function Products and Services);

- (h) Scan to e-mail, folder (FTP/SMB), USB (for multi-function models);
- (i) Scan to TIFF, PDF, searchable PDF, JPEG, XPS (for multi-function models);
- (j) Locking paper feeder/tray - keyed alike for all types of Products and Services;
- (k) Stapling capable (for multi-function models);
- (l) Multi-position stapling (for multi-function models);
- (m) Multi-position hole punch unit (for multi-function models);
- (n) Asset tracking software;
- (o) Additional Memory;
- (p) Onboard controller (i.e. ability to load form templates onto the device); and,
- (q) Print controller for remote access (i.e. desktop computer access).

2A.4.3 Product and Accessories Catalogue

The Proponent may choose to submit proposal for other related MFD and A4 Products and/or Accessories from the same OEM as a part of the catalogue Rates in the Product and Accessories catalogue section of Appendix C – Commercial Response for Stream A.

If proposing Products and Accessories in the catalogue, the Proponent shall submit Rates as applicable and mentioned in Appendix C – Commercial Response for Stream A. This is not an evaluated component highlighted further in Part 3 - Evaluations. Proponents must review all instructions related to submitting proposals.

2B.1 Description of Deliverables – Stream B

The Proponent may choose to submit a proposal for the same or different OEMs for different Sub-Categories (e.g. OEM A in Sub - Category A, and OEM B in Sub - Category B). The Proponents may choose to submit proposal for one (1) or more Sub-Categories as listed below.

The Supplier shall provide **one or more** of the following Products and Services per Sub-Category for Stream B, to meet the needs of the Customer in Stream B including, but not limited to:

- (a) Sub-Category A - Office MFDs including MPS, Product and Accessories catalogue and Professional Services;
- (b) Sub-Category B - Production MFDs including MPS, Product and Accessories catalogue and Professional Services;
- (c) Sub-Category C - Single and Multi-functional A4 Small Office Desktop Printers including MPS, Product and Accessories catalogue and Professional Services.

2B.2 Sub-Category A - Office MFDs Deliverables

The Supplier should provide **new** Office MFDs (i.e. Products still being manufactured, actively marketed by the OEM, and containing new/first-time use parts/components) to Customers in the ranges set out below:

- (a) Monochrome:
 - i. 15ppm to 34ppm, inclusive;
 - ii. 35ppm to 44ppm, inclusive;
 - iii. 45ppm to 54ppm, inclusive;
 - iv. 55ppm to 64ppm, inclusive; and,
 - v. 65ppm to 80ppm, inclusive.

- (b) Colour:
 - i. 15ppm to 29ppm inclusive;
 - ii. 30ppm to 44ppm, inclusive; and,
 - iii. 45ppm to 60ppm, inclusive.

2B.2.1 Office MFDs Base Model Deliverables

The Supplier shall provide the following base model features for all Office MFDs to Customers, including but not limited to:

- (a) Ability to print on 11" x 17" paper for all Office MFDs except for 15ppm to 34ppm monochrome Office MFDs;
- (b) Asset tracking software;
- (c) Automatic reduction/enlargement;
- (d) Black-and-white feature enabled as the default print setup at the time of installation;
- (e) Colour scanning capable;
- (f) Common user interface for all proposed Office MFDs;
- (g) Automatic return document feeder capable of duplex copy and scan (one pass duplex scan for all Office MFDs except for 15ppm to 34ppm monochrome Office MFDs);
- (h) Duplex feature enabled as the default print setup at the time of installation;
- (i) Electronic sorting or collating;
- (j) Network accounting functionality (e.g. remote meter reads, Customer user I.D.);
- (k) Network ready, as described in Section 2C.4 – IT Requirements;
- (l) Paper trays (three (3) – letter, legal, and ledger size (11x17) except for 15ppm to 34ppm monochrome Office MFDs);
- (m) Virgin and/or recycled paper is acceptable;
- (n) Print/copy/scan capable;
- (o) Resolution (minimum):
 - i. Print/copy: 600 × 600 dpi; and,
 - ii. Scan: 600 × 600 dpi.
- (p) Robust reinforced paper trays;
- (q) Scan to e-mail, folder (FTP/SMB), USB;
- (r) Scan to TIFF, PDF, JPEG, XPS;
- (s) Scan to searchable file;
- (t) Security features, including but not limited to:
 - i. 256-bit encryption;
 - ii. Ability to lock down port by the administrator;
 - iii. Audit log;

- iv. Network authentication;
 - v. Secure print, scan, email, and fax receive; and,
 - vi. Support secure data wipe functionality (automatic and manual) for all print/scan jobs stored locally;
- (u) Selectable USB port functionality;
 - (v) Standard paper capacity (minimum): 500-sheet each tray + 100-sheet bypass;
 - (w) Stapling capable; and,
 - (x) System memory (minimum): 1.5GB.

2B.2.2 Other Optional Office MFDs Features

The Supplier should provide other Office MFD features to Customers including, but not limited to:

- (a) Optional paper tray;
- (b) Standard trays up to 1000 sheet capacity;
- (c) High-capacity feeder/paper tray;
- (d) Automatic return document feeder capable of duplex copy and scan (one pass duplex scan for 15ppm to 34ppm monochrome Office MFDs);
- (e) Ability to print on 11 × 17 for 15ppm to 34ppm monochrome Office MFDs;
- (f) Fax capable;
- (g) Locking paper feeder/tray - keyed alike for all types of Office MFDs;
- (h) Multi-position stapling;
- (i) Multi-position hole punch unit;
- (j) Onboard controller (i.e. ability to load form templates onto the device); and,
- (k) Printer controller for remote access (except for monochrome MFDs).

2B.3 Sub-Category B - Production MFDs

The Supplier should provide all of the following new Production MFDs (i.e. Products still being manufactured, actively marketed/sold by the OEM and containing only new parts/components) to Customers in the ranges set out below:

- (a) Monochrome:
 - i. 80ppm to 99ppm, inclusive;
 - ii. 100ppm to 119ppm, inclusive; and,
 - iii. 120ppm to 140ppm, inclusive.
- (b) Colour:
 - i. 60ppm to 69ppm, inclusive; and,
 - ii. 70ppm to 80ppm, inclusive.

2B.3.1 Production MFDs Base Model Deliverables

The Supplier shall provide the following base model features for all Production MFDs to Customers including but not limited to:

- (a) Ability to print on 12" x 18" (or similar size) to allow for full bleed printing;
- (b) Asset tracking software;
- (c) Automatic reduction/enlargement;
- (d) Colour scanning capable;
- (e) Common user interface for all proposed Production MFDs;
- (f) Automatic return document feeder capable of duplex copy and scan (one pass duplex scan);
- (g) Electronic sorting or collating;
- (h) Multi-position stapling;
- (i) Network accounting functionality (e.g. remote meter reads, Customer user I.D.);
- (j) Network ready, as described in Section 2C.4 – IT Requirements;
- (k) Paper trays (three (3) – letter, legal, and ledger size (11x17));
- (l) Virgin and/or recycled paper is acceptable;
- (m) Paper weight handling: 16 lb. bond – 80 lb. bond cover;
- (n) Print (on letter and legal-sized paper)/copy/scan capable;
- (o) Resolution (minimum):
 - i. Print/Scan: 600 × 600 dpi; and;
 - ii. Copy: 600 × 600 dpi;
- ~~(p)~~ Robust reinforced paper trays;
- (q) Stack capacity (minimum): 3,000 sheets;
- (r) Standard paper capacity (minimum): 500 sheets each tray;
- (s) Scan to e-mail, folder (FTP/SMB), USB;
- (t) Scan to TIFF, PDF, JPEG, XPS;
- (u) Scan to searchable file;
- (v) Security features, including:
 - i. 256-bit encryption;
 - ii. Audit log;
 - iii. Network authentication;
 - iv. Secure print, scan, email, and fax receive;
 - v. Ability to lock down port by the administrator; and,
 - vi. Support secure data wipe functionality (automatic and manual) for all print/scan jobs stored locally;
- (w) Selectable multi-position hole punch unit;
- (x) Selectable USB port functionality; and,
- (y) System memory (minimum): 1.5GB.

2B.3.2 Other Optional Production MFDs Features

The Supplier should provide other Production MFD features to Customers including, but not limited to:

- (a) Booklet-making kit;
- (b) C-folder and Z-folder;
- (c) High-capacity feeder/paper tray;
- (d) Optional paper tray;
- (e) Locking paper feeder/tray - keyed alike for all types of Production MFDs;
- (f) Saddle-stitch kit;
- (g) Ring binder; and,
- (h) Trimmer unit.

2B.4 Sub-Category C – A4 Small Office Desktop Printers

The Supplier should provide all of the following **new** single-function and multi-function A4 Small Office Desktop Printers (i.e. Products still being manufactured, actively marketed/sold by the OEM and containing only new parts/components) in the monthly recommended print volume ranges set out below:

- (a) Monochrome:
 - i. Small workgroup: up to 4000, inclusive;
 - ii. Medium workgroup: 4001 to 8000, inclusive; and,
 - iii. Large workgroup: 8001 to 12500, inclusive.
- (b) Colour:
 - i. Small workgroup: up to 4000, inclusive;
 - ii. Medium workgroup: 4001 to 8000, inclusive; and,
 - iii. Large workgroup: 8001 to 12500, inclusive.

2B.4.1 A4 Small Office Desktop Printers Base Model Deliverables

The Supplier shall provide the following base model features for all A4 Small Office Desktop Printers to Customers including, but not limited to

- (a) Ability to print on 8.5" x 11" and 8.5" x 14" for all A4 Small Office Desktop Printers;
- (b) Black-and-white feature enabled as the default print setup at the time of installation;
- (c) Automatic Duplexing;
- (d) Colour scanning capable (for colored models);
- (e) Common user interface for all proposed A4 Small Office Desktop Printers;
- (f) Electronic sorting or collating;
- (g) Network ready (as described in Section 2C.4 – IT Requirements);
- (h) Paper trays two (2) – one (1) main tray and one (1) bypass;
- (i) Virgin and/or recycled paper is acceptable;

- (j) Print/copy/scan/fax capable for multi-function models and Print only for single-function models;
- (k) Resolution (minimum):
 - i. Print/copy: 600 × 600 dpi;
 - ii. Scan: 600 × 600 dpi; and,
 - iii. Fax: 300 × 300 dpi;
- (l) Robust reinforced paper trays that sit flush and within the printer footprint;
- (m) Security features, including:
 - i. 256-bit encryption;
 - ii. Network authentication;
 - iii. Secure print, scan, email, and fax receive;
- (n) Selectable USB port functionality;
- (o) Standard paper capacity (minimum): 250 + 100-sheet bypass;
- (p) System memory (minimum): 256 mb; and,
- (q) Network accounting functionality (e.g. remote meter reads, Customer user I.D.)

2B.4.2 Other Optional A4 Small Office Desktop Printers Features

The Supplier should provide other A4 Small Office Desktop Printer features to Customers, including but not limited to:

- (a) Ability to add trays, number of additional trays that can be added, and also the capacity of each additional tray;
- (b) Automatic reduction/enlargement (for multi-function models);
- (c) Automatic document feeder (for multi-function models);
- (d) High-capacity feeder/paper tray;
- (e) Additional Security features including:
 - i. Ability to lock down port by the administrator;
 - ii. Audit log;
 - iii. Support secure data wipe functionality (automatic and manual) for all print/scan jobs stored locally;
- (f) Duplex feature enabled as the default print setup at the time of installation;
- (g) Duplex copy and scan (one pass duplex scan monochrome multi-function Products and Services);
- (h) Scan to e-mail, folder (FTP/SMB), USB (for multi-function models);
- (i) Scan to TIFF, PDF, searchable PDF, JPEG, XPS (for multi-function models);
- (j) Locking paper feeder/tray - keyed alike for all types of Products and Services;
- (k) Stapling capable (for multi-function models);
- (l) Multi-position stapling (for multi-function models);

- (m) Multi-position hole punch unit (for multi-function models);
- (n) Asset tracking software;
- (o) Additional Memory;
- (p) Onboard controller (i.e. ability to load form templates onto the device); and,
- (q) Print controller for remote access (i.e. desktop computer access).

2B.4.3 Product and Accessories Catalogue

The Proponent may choose to submit a proposal for other related Products and/or Accessories for the same Sub-Category which the Proponent is submitting a proposal in the Product and Accessories catalogue section of Appendix C – Commercial Response for Stream B. These related Products and Accessories may be from the same OEM or different OEMs.

A Proponent if submitting a proposal for Sub-Category C – A4 Printers only, can only propose other related Products and Accessories related to A4 Printers in the Product and/or Accessories catalogue. If a Proponent is submitting proposals for multiple Sub-Categories, a Proponent may propose other Products and/or Accessories related to all Sub-Categories that they have proposed for, in the Product and/or Accessories catalogue within that Sub-Category.

For further clarity, a Proponent cannot include MFD products in the catalogue for A4 Printers or vice versa.

If proposing Products and/or Accessories in the catalogue, the Supplier shall submit Rates as applicable and mentioned in Appendix C – Commercial Response for Stream B. This is not an evaluated component highlighted further in Part 3 - Evaluations. Proponents must review all instructions related to submitting proposals.

2C Description of Deliverables applicable to both Streams A and B and the Sub-Categories

2C.1 Managed Print Services

The Supplier should provide the following MPS solutions to Customers, including, but not limited to:

- (a) Reviewing, optimizing (i.e. right size), and recommending an approach to manage the Customer's digital content management and document output;
- (b) Monitoring and managing total print output;
- (c) Assessing and developing strategies to improve document security, reduce printing costs and increase productivity;
- (d) Conducting an assessment to analyze the Customer's current printing infrastructure;
- (e) Providing a plan to align with the Customer's print strategy, setting out phases, timelines, tasks, helpdesk support, recommended software solutions, reporting, roles and responsibilities, risk mitigation strategies, and other key information resulting in a successful execution;
- (f) Making recommendations with respect to the quantity and deployment (type, features, location, size, features) of Products and Services to provide Customers with efficiencies;
- (g) Recommending strategies to move a Customer to more electronically-based documents reducing overall print/copy costs;
- (h) Print and document analytics;
- (i) Print server optimization: follow-me printing, rules-based printing, roles-based printing;
- (j) Document workflow management;
- (k) Digitization services (e.g. optical character recognition, searchable PDF);

- (l) Content and records management;
- (m) Education solutions (e.g. student registration, attendance, test, and grading solutions);
- (n) Managing Product life cycle and disposal;
- (o) Implementing a print release infrastructure (to support Bring-Your-Own-Device (“BYOD”));
- (p) Providing reporting on overall cost, energy, greenhouse gas, and solid waste reductions; and,
- (q) Review and provide sustainability benefits (e.g. financial, environmental impact, energy consumption, social).

2C.2 Professional Services

The Supplier shall provide the following professional services on an as-and-when-required basis to Customers upon request, including but not limited to:

- (a) Transition, implementation and rollout;
- (b) Installation and configuration services;
- (c) Fleet management;
- (d) Moves, additions and changes;
- (e) Training;
- (f) Agreement administration and support;
- (g) Secure print;
- (h) Substitutions; and,
- (i) Other additional services available.

Toner, Staples, and Other Required Supplies For Customers opting for the lease model and/or CPP model, the Supplier shall provide at no charge to Customers, non-toxic toner, including Magnetic Ink Character Recognition (“MICR”) toner, and/or any other media used to print on paper, staples, and any other required supplies (e.g. fusers, fuse oils, developer, drums, waste containers, Maintenance kits, and any other supplies/parts/components) to ensure the Product is kept in good working order and meet applicable environmental standards as required for the Term of the Agreement.

The Supplier shall be financially responsible for any and all damages (including cleaning up spills) caused by any defective toner, staples, and other defective supplies provided by the Supplier.

The Supplier shall not be responsible for damages caused by Customer’s negligent handling.

Unless noted otherwise through a separate arrangement, the Customer will add paper, toner, and staples to a Product as well as remove waste toner cartridges – the Supplier shall perform all other services/Maintenance tasks.

2C.3 Future Features

In order to allow stakeholders (e.g. Customer’s staff) to become self-sufficient, the Supplier shall invest in emerging technologies and make a commitment to ongoing modernization and development efficiencies and those identified by Customers through various channels.

Some examples may include, but are not limited to:

- (a) Data technologies for automation and integration; and,
- (b) Artificial Intelligence (e.g. direct mail, job submission, self-monitoring).

2C.4 IT Requirements

The Supplier shall ensure that all Products and Services are network ready, open architecture (file format independent – no requirement for Customers to use specific software) and fully integrate with Customer's print administration systems and meet the IT requirements listed below.

Products and Services shall have the ability to print from a variety of operating systems, including but not limited to mobile devices:

- (a) Android 7.0 and later;
- (b) iOS 12.0 and later;
- (c) Linux compatible;
- (d) Mac OS X 10.12 or later;
- (e) Windows Server 2008 R2 / 2012 R2 / 2016 / 2019 or later;
- (f) Windows Mobile 10 and later; and,
- (g) Windows 8.1 / 10 (Version 1709 or later) / 11 or later.

Network protocol:

- (a) Compliant with TCP/IP V4/V6 and gigabit Ethernet protocols; and,
- (b) Compliant with DHCP and static IP address.

Examples of SMTP protocol email software applications are:

- (a) FirstClass Mail (Open Text);
- (b) GroupWise;
- (c) Microsoft MS Exchange; and,
- (d) Microsoft Outlook.

Drivers:

- (a) PCL6, PS Print Drivers;
- (b) PostScript Interpreter + drivers; and,
- (c) Universal print drivers.

Administration – All Products and Services shall support authentication of administrative users via remote directory service (e.g. LDAP or active directory) and be able to be administered remotely (if Customer permits Supplier to do so) and centrally via either a web-based interface or installable software:

- (a) Central device administration;
- (b) Online portal to access all network-connected devices and remote trouble shoot error codes;
- (c) Integrates with print management software (e.g. PaperCut); and,
- (d) Web administration.

A Customer administrator should be able to restrict all Products and Services to network-based printing only, as well as to disable select features of the Products and Services (e.g. scan/fax).

Any and all software installed on a Product shall have the ability to be upgraded remotely by the Supplier if permitted to access the Customer's network.

Examples of systems used by Customers include, but are not limited to:

- (a) BAS;
- (b) Banner;
- (c) Datatel;
- (d) J.D. Edwards;
- (e) PeopleSoft;
- (f) SAP;
- (g) Jaggaer;
- (h) SunGard Higher Education; and,
- (i) Windows Dynamics.

All Products and Services shall be fully programmed (i.e. with the most recent firmware) prior to delivery to Customer locations. The Supplier shall re-program Products and Services at no cost to the Customer, if necessary, during the Term of the Agreement.

2C.5 Testing

During the Term of the Agreement resulting from this RFP, there may be instances where OEMC and/or the Customer will request Products and Services for testing.

The Supplier shall provide Products and Services for a period of up to thirty (30) Business Days at no charge to OEMC or Customers (including no charge for delivery, installation, and removal).

Testing will occur to ensure technical compliance with requirements and assess suitability for the purpose.

OEMC reserves the right to request any Products and Services in order to conduct technical and functional compliance testing in accordance with the RFP.

The Supplier will provide Customers Products and Services for testing to ensure it meets their specific requirements, and functions in their technology environment; and to assess its suitability for their purpose.

2C.5.1 Testing – Substitutions

With respect to Product substitutions, the Supplier agrees to provide a Product so that OEMC or its Customers may conduct technical and functional compliance testing in its technology environment during the Term of the Agreement.

The substituted Product will be provided for a period of up to thirty (30) Business Days at no charge (including no charge for delivery, installation, and removal) to the Customer.

If during the Term of the Agreement, a proposed substituted Product is unacceptable, the Supplier will offer another Product to the Customer – at the same Rate as the Product being substituted.

2C.5.2 Testing – External

OEMC reserves the right to have Products and Services tested by an external testing organization to ensure compliance with the requirements set out in this RFP and/or in the submitted Proposal. A full report will be available to each Proponent whose Products and Services are tested.

If the external test results prove that the Product does not meet the requirements set out in this RFP, the Proponent will be responsible for applicable testing costs. If, however, the test results demonstrate compliance with the requirements of the RFP, the costs associated with this testing shall be borne by OEMC.

2C.5.3 User Acceptance Testing

The Supplier shall perform all testing required to verify the Products and Services' functional requirements outlined are met for each Customer.

The Supplier, in conjunction with the Customer, will conduct User Acceptance Testing (“UAT”) cycles to confirm the Products and Services meet the documented needs.

2C.6 Access to Use Products and Services

The Supplier should provide the following secure access on an as-and-when-required basis at an additional cost mutually agreed upon between the Customer and the Supplier:

- (a) Program access codes to hold Customer user information (e.g. cost center number, user name, and department). Customers may require one (1) access code for every user in their organization, providing the user with the ability to use all Product functionality;
- (b) Provide the ability to print from a USB stick, if acceptable practice within the Customer’s organization; and,
- (c) Connecting to a proximity reader.

Please note that the ability to provide access to users via an ID card (e.g. student card) to pre-load copy volumes and have the user (e.g. student) pay and add volume as required may be required by some Customers, and the Customer and Supplier would mutually agree on the hardware, software and additional costs, if any when executing a Customer-Supplier Agreement (“CSA”).

2C.7 Assessments

There may be instances where the Customers require specific privacy and security assessments to be conducted by the Supplier.

The Supplier should conduct Privacy Impact Assessment (“PIA”), Threat Risk Assessment (“TRA”) and Vulnerability and Penetration Testing and/or assist the Customers to identify any potential privacy and security risk . The cost, frequency, option of in-house or third party assessment and details of assessment parameters are to be mutually discussed and agreed upon by the Customer and the Supplier and incorporated in the Customer-Supplier Agreement for the same

As a part of a second stage selection process, College and University Customers may require the Supplier to complete a Security Risk Assessment form (e.g. HECVAT’s format to be accepted in higher education. See <https://library.educause.edu/Products and Services/2020/4/higher-education-community-vendor-assessment-toolkit> for more details.

OECM and its Customers reserve the right to conduct its own vulnerability assessment at any time during the Term of the Agreement.

The Supplier shall inform and notify OECM and its Customers immediately or within a specific period of time as discussed and agreed between the Supplier and the Customer and incorporated in the Customer-Supplier Agreement.

2C.8 Security Breaches

The Supplier shall immediately notify the Customer of the particulars of a security breach occurrence or likely occurrence, including, but not limited to:

- (a) Unauthorized access, collection, use, disclosure, alteration, or disposal of personal information or records containing personal information; or,
- (b) Unauthorized access to facilities or equipment has occurred or is likely to occur.

The Supplier shall immediately notify the Customer of the particulars of that occurrence or likely occurrence. In order to mitigate security breaches, the proposed Products and Services shall have the capability to lock out:

- (a) All or some Users;
- (b) All Users with a specific role; or,

(c) All Users with a specific security level.

Should the Customer decide to conduct a security breach review, the Supplier shall fully cooperate and participate in the review as agreed upon by the Customer and the Supplier.

The Customer reserves the right to audit data security practices, and the Supplier shall cooperate with the Customer in the event of a regulatory investigation.

2C.9 Meter Reads

If permitted to access the Customer's network, the Supplier shall collect and report Products and Services meter reads remotely.

2C.10 Order Management

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

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

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

2C.10.1 Minimum Order

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

2C.10.2 Order Acknowledgement

The Supplier should notify the Customer immediately or within one (1) Business Day of receiving a Customer's order via the same method in which the order was placed (e.g. online, email, telephone). The Supplier will include in the order acknowledgment any Product and/or Service that cannot be fulfilled (e.g. backorders). The Customer, at its sole discretion, may:

- (a) Cancel some or all of the orders which cannot be fulfilled exactly as ordered;
- (b) Ask the Supplier to ship only available Products and Services and cancel any backorders; and/or,
- (c) Agree to an alternative delivery schedule based on anticipated Product and Service availability.

2C.10.3 Order Changes and Cancellation

The Supplier shall accept new orders, order changes, and/or cancellations as may be required based on the Customer's requirements at no additional cost to the Customer before the products are shipped. Post shipment, in extenuating circumstances, the Customer and the Supplier will mutually agree to accept new orders, and/or cancellations as may be required which may be at an additional cost to be decided by the Customer and the Supplier and incorporated in the Customer- Supplier Agreement.

2C.10.4 Coordinated Bulk Purchases

The Supplier shall support coordinated bulk purchases initiated by OEM and/or Customers for several Customers during the Term. If this occurs, OEM or the Customer may negotiate a lower Rate with the Supplier for bulk purchases. Lead time for bulk purchases may differ from that set out in Section 2C.12.1 – Delivery Lead Times. OEM or the Customer will ensure reasonable lead times for bulk purchases are requested.

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

2C.10.5 Electronic Commerce

Customers currently use a variety of ERP, e-Procurement, or financial systems (e.g. PeopleSoft, Jaggaer). When Customers implement various methods for electronic ordering, such as integrated systems and EDI, the Supplier will provide reasonable technology and implementation support to Customers at no extra cost.

2C.11 Product Warranty

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

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

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

2C.11.1 Standard OEM Product Warranty

All Products and Services shall be covered by the original manufacturer's warranty; understanding OEMs may apply various warranty terms and conditions. The Supplier shall provide full manufacturers' warranty coverage on all Products and Services to the Customers across all zones, from the date of receipt or acceptance of the Products and Services including, but not limited to:

- (a) Registration of Customer Products and Services;
- (b) Facilitation of Product repair, including parts as needed, labour, and shipping to and from the Customer's location as applicable; and,
- (c) Next Business Day replacement of defective Products and Services.

The Supplier shall be responsible for arranging Product exchanges and repairs. All shipping costs related to approved warranty exchanges and repairs shall be at no cost to the Customers.

In the event that a conflict should arise between the Agreement and the terms and conditions of the original manufacturer's warranty, the Agreement shall prevail.

Suppliers shall warrant that all proposed Products and Services are free of defects in material and workmanship for a period of twelve (12) months for Products and Services.

2C.11.2 Extended Product Warranty for Upfront Purchased A4 Products and Services

The Supplier shall provide an extended Products and Services warranty when Customers choose to upfront purchase A4 small office desktop printers as per the following three (3) options:

Option 1: Break/fix repair on an upfront purchase basis with:

- a) Next Business Day break/fix repair with one (1) year, three (3) year, and Five (5) year options;
- b) Four (4) business hours break/fix repair Services with one (1) year, three (3) year, and Five (5) year options.

If the Supplier is unable to fix an issue in the Products and Services during the extended Products and Services warranty, the Supplier will swap the Products and Services with the same or equivalent Products and Services at no additional cost to the Customer.

Option 2: Break/fix repair on CPP model (excluding Toner Replenishment)

In case the Customer chooses a CPP model for Break/Fix repair services, the Supplier shall provide the required supplies (i.e. fusers, fuse oils, developer, drums, waste containers, Maintenance kits, and any other supplies/parts/components) to ensure the Product is kept in good working order and meet applicable environmental standards as required for the Term of the Agreement.

The Supplier shall be financially responsible for any and all damages caused by defective supplies provided by the Supplier.

The Supplier shall not be responsible for damages caused by Customer's negligent handling.

If the Supplier is unable to fix an issue in the Products and Services during the extended Products and Services warranty, the Supplier will swap the Products and Services with the same or equivalent Products and Services at no additional cost to the Customer.

Option 3: Break/fix repair on CPP model, including Toner replenishment (OEM Products and Services)

In case the Customer chooses a CPP model for Break/Fix repair services with toner replenishment, the Supplier shall provide the Customer with non-toxic OEM toner (and/or any other media used to print on paper), staples and any other required supplies (i.e. fusers, fuse oils, developer, drums, waste containers, Maintenance kits, and any other supplies/parts/components) to ensure the Product is kept in good working order and meet applicable environmental standards as required for the Term of the Agreement.

The Supplier shall be financially responsible for any and all damages (including cleaning up spills) caused by any defective toner, defective staples, and other defective supplies provided by the Supplier.

The Supplier shall not be responsible for damages caused by Customer's negligent handling.

The Supplier shall provide Customers with toners that are OEM Products and Services. OEM Products and Services refer to any new toner cartridge that was manufactured by the company which also manufactures the Products and Services. The Proponent proposing OEM Products and Services it does not manufacture shall ensure the Products and Services are manufactured to the OEM's quality and performance specifications. Manufacturers shall meet a minimum of ISO 9001:2008 certification.

If the Supplier is unable to fix an issue in the Product during the extended Product warranty, the Supplier will swap the Product with the same or equivalent Product at no additional cost to the Customer.

2C.12 Delivery

All Products, Accessories, and Services, related supplies, parts, components, and services shall be Delivery Duty Paid ("DDP") to inside the door or the dock of the Customer's location as requested by the Customer.

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

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

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

The Supplier shall correct any shipping errors within five (5) Business Days – at the Supplier's own expense.

2C.12.1 Delivery Lead Times

The Supplier shall deliver Products and Services according to the following timeframes unless the performance is affected by conditions beyond the Supplier's reasonable control (e.g. natural disaster, an act of war or terrorism, labour condition, supply chain disruption, governmental action, pandemic). The delivery lead times are:

- (a) Standard delivery – within twenty (20) Business Days; and,
- (b) For large fleets, implementations will be mutually agreed upon between the Customer and the Supplier.

The Supplier shall pre-arrange the date and time of all deliveries with the Customer at least three (3) Business Days prior to delivery.

The Supplier shall co-ordinate directly with the Customer regarding the status of orders, delivery, and scheduling for removal of packaging and any other information required.

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

2C.12.2 Delivery Lead Times – Toner, Staples, and Other Required Supplies

The Supplier shall deliver toner, staples, and other required supplies according to the following delivery lead times:

- (a) Standard delivery – within five (5) Business Days; and,
- (b) Rush delivery – within two (2) Business Days.

The Supplier shall co-ordinate directly with the Customer regarding the status of orders, delivery, and scheduling for removal of packaging and pickup of supplies such as empty cartridge containers, drums, and any other information required.

2C.12.3 Back Orders

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

2C.12.4 Product Substitution

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

2C.12.5 Damaged or Defective Shipment

The Customer may not accept the delivery of the Products and Services if they are:

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

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

2C.12.6 Returns

The Supplier shall accept all Products and Services returned by the Customer that were ordered incorrectly and not used within thirty (30) days from delivery date, at no additional cost (e.g. restocking or shipping fee) to the Customer.

2C.12.7 Recalls

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

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

2C.12.8 Discontinued Products and Services

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

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

2C.13 Replacement Parts and/or Components

The Supplier is expected to meet future needs, on an as-and-when-needed basis, for replacement panels, components, and replacement parts, and/or for additions to existing configurations for a period of at least five (5) years from the original installation date according to the delivery lead times set out in Section 2C.12.1 – Delivery Lead Times.

2C.14 Preventative Maintenance

The Supplier shall perform full preventative Maintenance on the leased Products and Services and/or if Customers choose to use a CPP model at predetermined copy volumes and/or at predetermined calendar periods (e.g. quarterly) to ensure high standards of performance are maintained as agreed upon with the Customer.

2C.15 Removal and Replacements

The Supplier will remove and replace any Products and Services within the delivery lead times set out in Section 2C.12.1 – Delivery Lead Times if it:

- (a) Malfunctions immediately upon delivery to a Customer's location; and,
- (b) During any twelve (12) month warranty period where a Product has been repaired three (3) times for the same issue and requires a fourth repair of the same nature, the Supplier shall replace the Product with a new Product of the same or better quality within the delivery lead times set out in Section 2C.12.1– Delivery Lead Times at no additional cost to the Customer.

If replacement is required, the Supplier shall co-ordinate the replacement with the Customer ensuring the defective Product is removed immediately and that a new Product with the same features is delivered and installed. The new Product shall be delivered according to the delivery lead times set out in Section 2C.12.1 – Delivery Lead Times.

If a Product is removed or replaced, the Supplier will:

- (a) Guarantee the safety of the data by offering the following three (3) options to the Customer:
 - i. The hard drive is retained by the Customer at a cost to be mutually agreed upon by the Supplier and the Customer, or
 - ii. The Supplier shall destroy all hard drives and provide Customers with a certificate (i.e. proof) of destruction, at a cost to be mutually agreed upon by the Supplier and the Customer, or
 - iii. The Supplier shall erase all hard drives and provide Customers with a certificate (i.e. proof) of erasure, at no additional cost, if requested.

- (b) Update its inventory management system accordingly and provide an updated report to the Customer.

The CSA, if applicable, will be amended with the replacement Product. The expiry date, however, will not change. Therefore, the original expiry date of the CSA will be applicable for any Product replacement made during the Term of the Agreement due to the issue noted above.

Defective/malfunctioning Products and Services returned to the Supplier must not be deployed at any other OEM Customer location.

2C.16 Removal at Agreement or CSA Termination

At the expiry of the fleet term (e.g. thirty-six (36), forty-eight (48) or sixty (60) months), Agreement or CSA, the Supplier shall remove within thirty (30) days any non-purchased Products and Services supplied to a Customer, at no charge to the Customer.

The Supplier shall guarantee the safety of the data by providing the following two (2) options to the Customer:

- (a) The hard drive will be sanitized; and/or,
- (b) The hard drive is retained by the Customer at a cost to be mutually agreed upon by the Supplier and the Customer.

The Supplier shall dispose of Products and Services and/or toner, staples, and other required supplies in an environmentally responsible manner and provide the Customer with a certificate (i.e. proof) of destruction if requested.

Another option that Customers shall have is to buy out the leased equipment at the end of term of the lease agreement between the Supplier and Customer for a pre-set cost set out in the lease agreement or as mutually agreed between Supplier and Customer.

2C.17 Repairs

The Supplier shall warrant the deployed Products and Services are maintained in good working order, providing OEM and the Customers with excellent customer support and technical expertise for the Term of the Agreement.

2C.17.1 Service Technicians and Repair Depots

The Supplier should have enough service technicians and service repair depots to adequately handle all Customer requirements.

All service technicians must be employees and/or authorized Subcontractors of the Supplier. The service technicians shall be appropriately trained and have had field service experience on the proposed Products and Services, as well as be visually identifiable to ensure safe access to the Customers' locations.

Service technicians must have direct access (i.e. local) to the replacement of Products and Services/ supplies/parts/components to complete any required repair within the agreed-upon timeframes.

2C.17.2 Repair Response Time

OEM recognizes that best practice provides a service technician onsite within four (4) Business Hours of a service call being initiated. Given the diverse geographical location of OEM's Customers, Proponents shall complete and submit Appendix M – Guaranteed Onsite Service Response Time Per County, District, and Region specifying its guaranteed onsite response time (in Business Hours) for each geographical location.

The Supplier's technician shall be onsite within four (4) Business Hours if so designated by the Proponent in Appendix M – Guaranteed Onsite Service Response Time Per County, District, and Region of its Proposal if a service call is placed before noon on any given Business Day. Service calls placed after noon may warrant the arrival of an onsite technician the next Business Day morning.

The Supplier's response time performance will be monitored, in part, against the information provided in its Proposal in Appendix M – Guaranteed Onsite Service Response Time per County, District, and Region.

Please note - Customers will not diagnose service problems when placing a service call.

2C.17.3 Repair Time

The Supplier shall provide Products and Services repairs within one (1) Business Day (i.e. the Products and Services will be available for use within one (1) Business Day) or within the time frame set out on Appendix M – Guaranteed Onsite Service Response Time Per County, District and Region of the Proponent's Proposal.

If the Supplier cannot repair the Products and Services within one (1) Business Day or within the time frame set out in Appendix M – Guaranteed Onsite Service Response Time per County, District, and Region, the Customer has the right to request the Products and Services be swapped with new functioning Products and Services while the original Products and Services are being repaired to be mutually agreed upon when executing a CSA.

2C.17.4 Repeated Repair Resolution

During any twelve (12) month warranty period where a Product has been repaired three (3) times for the same issue and requires a fourth repair of the same nature, the Supplier shall replace the Product with a new Product of the same or better quality within the delivery lead times set out in Section 2C.12.1– Delivery Lead Times at no additional cost to the Customer.

2C.18 Invoicing

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

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

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

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

2C.18.1 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.

2C.18.2 Electronic Fund Transfer

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

- (a) A void cheque;
- (b) Financial institution's name;

- (c) Financial institution's transit number;
- (d) Financial institution's account number; and,
- (e) Email address for notification purposes.

2C.19 Support to Customers

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

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

2C.19.1 Transition, Implementation, and Rollout

The Supplier shall provide support to ensure seamless transition to and from a different vendor (e.g. setting up accounts) with no service interruption and at no additional cost to Customers. The Supplier shall provide implementation and roll-out support to Customers, including but not limited to:

- (a) Assess the Customer's Products and Services requirements – with the Customer;
- (b) Plan fleet implementation and roll-out;
- (c) Provide Customers with a detailed project plan for approval (the project plan should include, but not be limited to – details about each Product (including features, software requirements, and Customer's user information) slated for implementation, how communications will be conducted, with whom, and when. Roles, responsibilities, and estimated time commitments for Supplier and Customer. How the rollout will be conducted, onsite Supplier representation during the implementation, and issue resolution (e.g. a damaged Product is received, or the Product has not been properly installed (e.g. missing electronic chips) when received at the Customer's location);
- (d) Schedule and execute fleet rollout according to agreed-upon timelines with Customers;
- (e) Regardless of the number of changes made to the implementation plan or rollout of Products and Services, the Supplier is responsible for maintaining inventory of all Products and Services installation locations by serial number;

- (f) Customers may provide, upon an assessment of its compatibility with the Products and Services to be installed, card reader equipment to the Supplier prior to delivery;
- (g) Physically deliver Products and Services, set them in place, and make connections;
- (h) Perform system start-up routines;
- (i) Perform any firmware updates if needed;
- (j) Upload any directory information provided by the Customer (e.g. email addresses, account or user information, access codes.); and,
- (k) Run testing protocols (e-mails, scans, copies).

2C.19.2 Installation and Configuration Services

The Supplier shall deliver, install, set-up and configure all Products and Services, including but not limited to:

- (a) Assemble, install, and test the Products and Services prior to and after delivery to the Customer's location;
- (b) Coordinate access to the physical site with the Customer;
- (c) Physically transport Products and Services to the Customer's specific location where the Products and Services will be installed;
- (d) Products and Services shall be set in place and installed within five (5) Business days of their delivery to the Customer's location.
- (e) Unpack, check for shipping damage, install and configure Products and Services specific to Customer's requirements;
- (f) Perform functional testing (e.g. test hardware, software, network connection, printing capability, the Customer's code, card access, identification information, and passwords, where applicable) before leaving the Customer site;
- (g) Perform high-level Customer orientation;
- (h) Obtain Customer sign-off on installation prior to leaving the location;
- (i) Clean up the area, remove and dispose of all packing material from the Customer location; and,
- (j) Record and provide installation information electronically, including location, Customer identification, asset identification, model and serial number, date, and time.

The Supplier shall be responsible for the correct functioning of the Products and Services at the installation site. Correction of any discrepancies/problems found during the Products and Services setup or testing at the Customer's site will be the sole responsibility of the Supplier and will be made prior to acceptance at the time of installation.

2C.19.3 Fleet Management

The Supplier shall provide Products and Services fleet management functionality, regardless of their physical location, at no additional cost to the Customer, unless the Customer and the Supplier choose to negotiate an additional Rate for remote locations to be mutually agreed upon and incorporated in the Customer-Supplier Agreement, including:

- (a) The capability of taking (by Customer or by Supplier) meter readings electronically, for networked Products and Services, through Supplier provided software;
- (b) Perform fleet utilization assessments up to two (2) times per year, recommending fleet optimization strategies which may include but are not limited to:

- i. Moving within the same building location, at no cost and with Customer's approval in the two (2) times mentioned in section 2C.19.3 (b), Products and Services within a Customer's organization to balance copier workload; and,
 - ii. Flexibility to reduce, where possible, the overall number of Products and Services. If the Supplier makes a recommendation to reduce the fleet as a result of an assessment, the reduction shall occur without penalty to the Customer;
- (c) Remote or Product side programming – allowing configuration adjustments and cloning via a network connection or at point of contact (i.e. USB ports to upload user/account information); and,
- (d) Access code management (e.g. for moves/additions/changes).

2C.19.4 Moves, Additions, and Changes

Products and Services requirements, after initial fleet implementation, may change for Customers during the Term of their CSA. To support this, the Supplier shall, upon mutual agreement with the Customer:

- (a) Provide additional Products and Services available on the Agreement according to the period of time chosen by the Customer, as required;
- (b) Ensure all new Products and Services added to an existing CSA are coterminous to the expiry date of the CSA if the period of time is thirty-six (36), forty-eight (48), or sixty (60) months. If, however, a Customer wishes to add a new Product to their fleet, prior to expiry, with a time period shorter than thirty-six (36) months, the Customer and Supplier shall mutually agree to the Rate if the Customer requires a coterminous expiry date; and,
- (c) Move Products and Services within a Customer's organization as per section 2C.19.3 (b) above to better balance utilization at no charge.

2C.19.5 Training

The Supplier shall provide to the Customer the following two (2) distinct types of no-charge functional and technical training throughout the Term of the Agreement:

- (a) Key operator and end-user training; and,
- (b) Specialized information technology (IT) staff training.

2C.19.5.1 Key Operator and End User Training

Key operator and end-user training shall include, but not be limited to, an initial training session, within three (3) Business Days of installation and acceptance and throughout the year as required, on how to use the functions of the newly installed Products and Services; and how to replace the toner and remediate minor problems (e.g. basic troubleshooting) at no additional charges.

The Supplier shall:

- (a) Conduct training sessions to be arranged directly by the Supplier with the Customer;
- (b) Perform training onsite at the Customer installation location;
- (c) Provide online training/tutorials;
- (d) Address the use of Material Safety Data Sheet ("MSDS") for Products and Services, where applicable; and,
- (e) Provide training documentation (e.g. user guides or tip sheets that include the Uniform Resource Locator ("URL") for the dedicated Supplier's website.

2C.19.5.2 Specialized IT Staff Training

The Supplier shall provide Customer's specialized IT staff training for Customer's IT staff at the commencement of the Agreement, upon delivery of Products and Services, at the time of Products and Services substitution, and as required by the Customer's IT staff during the Term of the Agreement at no additional costs.

The types of technical training shall include, but not be limited to:

- (a) Customer IT service desk staff training;
- (b) Online portal training;
- (c) Administrator training for troubleshooting; and,
- (d) Other technical support training.

This training may be provided onsite, off-site or online, as mutually agreed to between the Supplier and the Customer.

The Supplier shall provide classroom training and training documentation for Customer staff as required:

- (a) For Customer's IT staff, as required during the Term of the CSA in order to maintain the expertise of the Customer's IT staff in the Supplier's technology as it evolves; and,
- (b) To provide Customer's IT staff with knowledge transfer and hands-on training in hardware and software operation and management of the Products and Services.

2C.19.6 Incentives to Customers

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

- (a) Increased online ordering including electronic commerce;
- (b) Use of Purchasing Card ("P-Card") for immediate payment;
- (c) Early payment discount for Customers;
- (d) Trade in of old equipment;
- (e) Support for excess inventory;
- (f) Higher volumes; and,
- (g) Overall growth.

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

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

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

2C.20 Environmental and Sustainability Considerations

OEM and its Customers are committed to reducing their carbon footprint. The Supplier shall keep Customers informed about any environmentally friendly processes, Products and Services, new technologies, and/or green initiatives. The proposed Products and Services shall:

- (a) Possess Electronic Product Environmental Assessment Tool (“EPEAT”) designation in Canada, where available;
- (b) Meet or exceed Energy Star Certification Standards, where applicable, with automatic power down and sleep settings;
- (c) Possess Ecologo and/or Blue Angel designation;
- (d) Meet any ecological standards, as set out in the province of Ontario and/or the Government of Canada;
- (e) Be from an OEM that has a registered environmental management system;
- (f) Be manufactured in an environment that observes fair labour practices as observed in the country of origin;
- (g) Contain recycled content when manufactured;
- (h) Allow Customers to return packaging materials used in shipping or used during the delivery of service at no charge to Customers; and,
- (i) Meet health and safety standards, as set out in the province of Ontario and the government of Canada.

OECM and its Customers reserves the right to request for these Certifications and Designations during the Term of the Agreement and the Supplier shall maintain up-to-date versions of these parameters stated above in section 2C.20 - Environmental and Sustainability Considerations.

2C.20.1 ISO 14001 Certification

The Supplier (or its OEM) shall be registered under ISO 14001 by a nationally accredited registrar under the ISO 14001 program for the manufacturing facility where the specific Product being proposed is manufactured.

2C.21 Supply and Consumables Recycling Program

The Supplier shall provide either a Supplier self-managed or third-party recycling program for all used/empty and/or end-of-life supplies, including packaging, from the Customer’s locations.

The Supplier provided recycling program will be a no-charge service provided to Customers and will include but not be limited to:

- (a) A timely and reliable service including:
 - i. A pickup of recyclable supplies from the Customers within two (2) Business Days of a request;
 - ii. The pickup will be done by the Supplier or its third-party carrier; and,
 - iii. Pickup at the time of delivery of new supplies is acceptable;
- (b) There are no minimum quantities or volume requirements to schedule a pick-up;
- (c) Ease of use for Customers;
- (d) Assurances of capacity to accept and manage recycling from large Customers;
- (e) A commitment to environmental sustainability; and,
- (f) Assurance’s end-of-life supplies are disposed of in a socially responsible manner.

2C.22 Ontario Electronic Environmental Recovery Fees

The Supplier shall participate in the Electrical and Electronic Equipment (“EEE”) regulation under the Product Recovery and Circular Economy Act, 2016 and control the electronic waste produced through either a Supplier self-managed or third-party hardware return and recycling program.

The Customer shall be responsible for paying the Supplier's proposed EEE Environmental Recovery Fee per Product installed at their location.

2C.23 Social Procurement

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

2C.24 Disaster Recovery and Business Continuity

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

2C.25 Licenses, Right to Use, and Approvals

The Supplier shall obtain all licenses, right to use, and approvals required in connection with the supply of the Products and Services. The costs of obtaining such licenses, 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 Laws to hold or obtain any such license, right to use, and approval to carry on an activity contemplated in its Proposal or in the Agreement, neither acceptance of the Proposal nor execution of the Agreement by OECM shall be considered an approval by OECM for the Supplier to carry on such activity without the requisite license, right to use or approval.

2C.26 Workplace Hazardous Materials Information System

The Supplier shall ensure Workplace Hazardous Materials Information System ("WHMIS") Safety Data Sheets ("SDS") are onsite as required. Additionally, the Supplier should provide the Customer's personnel WHMIS training, as it relates to the Products and Services and equipment, in accordance with the *Ontario Occupational Health and Safety Act*.

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

2C.27 Compliance

The Supplier shall ensure the Products and Services are compliant with various regulations including, but not limited to:

- (a) Freedom of Information and Protection of Privacy Act ("FIPPA"); Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"); the Personal Health Information Protection Act ("PHIPA"); and the Personal Information Protection and Electronic Documents Act (PIPEDA");
- (b) Federal and Provincial (e.g. Ontario) regulations (e.g. GO-ITS); and,
- (c) Customers' established information security policies and controls and protecting sensitive data while adapting to Customers' policies and procedures without the need for significant workarounds or complexity.

The Supplier shall support the Customers' provincial compliance requirements on an ongoing basis and stay current on those requirements.

2C.28 Electrical Requirements

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

2C.28.1 Electrical Connections

The Supplier shall ensure that all Products and Services connected to electrical service (110-120 volts) shall be equipped with a three (3) wire U-ground power cord.

The Customer shall arrange for the installation of the Supplier recommended power connection to the power source.

2C.29 Accessibility for Ontarians with Disabilities Act

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

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

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

[End of Part 2]

PART 3 - EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

OECM will conduct the evaluation of Proposals in the following seven (7) stages per Stream and its Sub-Categories where applicable:

Stream A				
Stages	Evaluation	Refer to RFP Section	Scoring Methodology and Maximum Points	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	3.2	Pass/Fail	Pass
Stage II	Technical Response	3.3	600	300
Stage III	Commercial Response	3.4	400	Not Applicable
Stage IV	Cumulative Score	3.5	1000	Not Applicable
Stage V	Tie Break	3.6	No Point Allocation	Not Applicable
Stage VI	Negotiations	3.7	No Point Allocation	Not Applicable
Stage VII	Master Agreement Finalization	3.8	No Point Allocation	Not Applicable

Stream B						
Stages	Evaluation	Refer to RFP Section	Scoring Methodology and Maximum Points			Minimum Threshold Requirement (if any)
			Sub - Category A	Sub - Category B	Sub - Category C	
Stage I	Qualification Response	3.2	Pass/Fail	Pass/Fail	Pass/Fail	Pass
Stage II	Technical Response	3.3	600			300
Stage III	Commercial Response	3.4	400	400	400	Not Applicable
Stage IV	Cumulative Score	3.5	1000	1000	1000	Not Applicable
Stage V	Tie Break	3.6	No Point Allocation	No Point Allocation	No Point Allocation	Not Applicable
Stage VI	Negotiations	3.7	No Point Allocation	No Point Allocation	No Point Allocation	Not Applicable
Stage VII	Master Agreement Finalization	3.8	No Point Allocation	No Point Allocation	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 applicable to both Streams A and B.

The Proponent **must** complete the following forms in OTP to qualify and proceed to the next stage of evaluation.

Title	OTP Envelope
Form of Offer	<u>Qualification</u>
Compliance with Agreement	<u>Qualification</u>
Commercial Response	<u>Commercial</u>
Appendix I – MFDs and A4 Small Office Printers Specification Sheet	<u>Upload to OTP</u>
Appendix K - OEM Undertaking, if applicable	<u>Upload to OTP</u> , if applicable
Appendix M - Guaranteed Onsite Service Response Time Per County, District and Region	<u>Upload to OTP</u>

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 for Stream A and B.

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. The Proponent may upload supporting document attachments for each question as instructed in the question in OTP. The font in the attachments file should be Arial or Times New Roman and should be size eleven (11) or bigger.

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. The **overall threshold for the Technical Response is fifty percent (50%) or three hundred (300) points**, and there is **no** individual threshold per section.

Point allocations for the Technical Response sections for Stream A and B are as follows:

Technical Response Components	Available Points for Both Streams	Minimum Threshold for Both Streams
Proponent’s Experience and Capabilities	120	N/A
Products Requirements and Related Services	90	N/A
Implementation Process and Training	150	N/A
Managed Print Services	50	N/A
Environment and Sustainability	40	N/A
Customer Support and Account Management	150	N/A
Incentive to Customers	N/A	N/A
TOTAL POINTS FOR TECHNICAL RESPONSE:	600	300

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 3.5 – Stage IV – Cumulative Score.

3.4 Stage III – Commercial Response

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

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

Point allocations for the Commercial Response sections **in Stream A** are as follows:

Commercial Response Components for <u>Office</u> MFDs	Available Points for Stream A	
	Operating Lease (i.e. Rental) + CPP	Outright Purchase + CPP
Monthly Operating Lease (i.e. Rental) Rate for Initial Term	25.00	N/A
Monthly Operating Lease (i.e. Rental) Rates for Yearly Extensions to Customer's Fleet Term	15.00	N/A
Monthly Operating Lease (i.e. Rental) Rate for Monthly Extensions to Customer's Fleet Term	6.00	N/A
CPP for Base Model (Lease)	10.50	N/A
Monthly Lease Rate for Additional Features	3.50	N/A
Early Termination Fees	14.40	N/A
Purchase Rate	N/A	12.50
CPP for Base Model (Purchase)	N/A	9.30
Purchase Rate for Additional Features	N/A	3.50
TOTAL POINTS FOR COMMERCIAL RESPONSE:	74.40	25.30

Commercial Response Components for <u>Production</u> MFDs	Available Points for Stream A	
	Operating Lease (i.e. Rental) + CPP	Outright Purchase + CPP
Monthly Operating Lease (i.e. Rental) Rate for Initial Term	24.50	N/A
Monthly Operating Lease (i.e. Rental) Rates for Yearly Extensions to Customer's Fleet Term	15.00	N/A
Monthly Operating Lease (i.e. Rental) Rate for Monthly Extensions to Customer's Fleet Term	6.00	N/A
CPP for Base Model (Lease)	10.00	N/A
Monthly Lease Rate for Additional Features	4.50	N/A
Early Termination Fees	14.40	N/A
Purchase Rate	N/A	12.50
CPP for Base Model (Purchase)	N/A	8.30
Purchase Rate for Additional Features	N/A	4.50
TOTAL POINTS FOR COMMERCIAL RESPONSE:	74.40	25.30

Commercial Response Component for <u>Single-Function A4</u> Small Office Printers	Available Points for Stream A	
	Operating Lease (i.e. Rental) + CPP	Outright Purchase + CPP
Monthly Operating Lease (i.e. Rental) Rate for Initial Term	14.60	N/A
Monthly Operating Lease (i.e. Rental) Rate for Yearly Extensions to Customer's Fleet Term	0.75	N/A
Monthly Operating Lease (i.e. Rental) Rate for Monthly Extensions to Customer's Fleet Term	0.75	N/A
CPP for Base Model (Lease)	2.00	N/A
Monthly Lease Rate for Additional Features	0.30	N/A
Early Termination Fees	14.40	N/A
Purchase Rate	N/A	9.5
Extended Warranty on Upfront Purchase	N/A	6.00
Extended Warranty (Break/Fix repair) on CPP	N/A	6.00
Extended Warranty (Break/Fix repair including Toner Replenishment) on CPP	N/A	6.00
TOTAL POINTS FOR COMMERCIAL RESPONSE:	32.80	27.50

Commercial Response Component for <u>Multi-Function A4</u> Small Office Printers	Available Points for Stream A	
	Operating Lease (i.e. Rental) + CPP	Outright Purchase + CPP
Monthly Operating Lease (i.e. Rental) Rate for Initial Term	14.60	N/A
Monthly Operating Lease (i.e. Rental) Rate for Yearly Extensions to Customer's Fleet Term	0.75	N/A
Monthly Operating Lease (i.e. Rental) Rate for Monthly Extensions to Customer's Fleet Term	0.75	N/A
CPP for Base Model (Lease)	2.00	N/A
Monthly Lease Rate for Additional Features	0.30	N/A
Early Termination Fees	14.40	N/A
Purchase Rate	N/A	9.50
Extended Warranty on Upfront Purchase	N/A	6.00
Extended Warranty (Break/Fix repair) on CPP	N/A	6.00
Extended Warranty (Break/Fix repair including Toner Replenishment) on CPP	N/A	6.00
TOTAL POINTS FOR COMMERCIAL RESPONSE:	32.80	27.50

Point allocations for the Commercial Response sections **in Stream B** are as follows:

Commercial Response Components for Sub-Category A - <u>Office</u> MFDs	Available Points for Stream B - Sub-Category A	
	Operating Lease (i.e. Rental) + CPP	Outright Purchase + CPP
Monthly Operating Lease (i.e. Rental) Rate for Initial Term	84.30	N/A
Monthly Operating Lease (i.e. Rental) Rates for Yearly Extensions to Customer's Fleet Term	21.00	N/A
Monthly Operating Lease (i.e. Rental) Rate for Monthly Extensions to Customer's Fleet Term	16.50	N/A
CPP for Base Model (Lease)	30.00	N/A
Monthly Lease Rate for Additional Features	21.00	N/A
Early Termination Fees	43.20	N/A
Purchase Rate	N/A	53.00
CPP for Base Model (Purchase)	N/A	37.00
Purchase Rate for Additional Features	N/A	14.00
TOTAL POINTS FOR COMMERCIAL RESPONSE:	216.00	104.00

Commercial Response Components for Sub-Category B - <u>Production</u> MFDs	Available Points for Stream B - Sub-Category B	
	Operating Lease (i.e. Rental) + CPP	Outright Purchase + CPP
Monthly Operating Lease (i.e. Rental) Rate for Initial Term	82.80	N/A
Monthly Operating Lease (i.e. Rental) Rates for Yearly Extensions to Customer's Fleet Term	21.00	N/A
Monthly Operating Lease (i.e. Rental) Rate for Monthly Extensions to Customer's Fleet Term	16.50	N/A
CPP for Base Model (Lease)	30.00	N/A
Monthly Lease Rate for Additional Features	22.50	N/A
Early Termination Fees	43.20	N/A
Purchase Rate	N/A	53.50
CPP for Base Model (Purchase)	N/A	37.00
Purchase Rate for Additional Features	N/A	13.50
TOTAL POINTS FOR COMMERCIAL RESPONSE:	216.00	104.00

Commercial Response Component for Sub-Category C - <u>Single-Function</u> A4 Small Office Printers	Available Points for Stream B - Sub-Category C	
	Operating Lease (i.e. Rental) + CPP	Outright Purchase + CPP
Monthly Operating Lease (i.e. Rental) Rate for Initial Term	19.00	N/A
Monthly Operating Lease (i.e. Rental) Rate for Yearly Extensions to Customer's Fleet Term	6.00	N/A

Commercial Response Component for Sub-Category C - <u>Single-Function</u> A4 Small Office Printers	Available Points for Stream B - Sub-Category C	
	Operating Lease (i.e. Rental) + CPP	Outright Purchase + CPP
Monthly Operating Lease (i.e. Rental) Rate for Monthly Extensions to Customer's Fleet Term	3.00	N/A
CPP for Base Model (Lease)	8.10	N/A
Monthly Lease Rate for Additional Features	1.50	N/A
Early Termination Fees	14.40	N/A
Purchase Rate	N/A	35.00
Extended Warranty on Upfront Purchase	N/A	33.00
Extended Warranty (Break/Fix repair) on CPP	N/A	20.00
Extended Warranty (Break/Fix repair including Toner Replenishment) on CPP	N/A	20.00
TOTAL POINTS FOR COMMERCIAL RESPONSE:	52.00	108.00

Commercial Response Component for Sub-Category C - <u>Multi-Function</u> A4 Small Office Printers	Available Points for Stream B - Sub-Category C -	
	Operating Lease (i.e. Rental) + CPP	Outright Purchase + CPP
Monthly Operating Lease (i.e. Rental) Rate for Initial Term	19.00	N/A
Monthly Operating Lease (i.e. Rental) Rate for Yearly Extensions to Customer's Fleet Term	6.00	N/A
Monthly Operating Lease (i.e. Rental) Rate for Monthly Extensions to Customer's Fleet Term	3.00	N/A
CPP for Base Model (Lease)	8.10	N/A
Monthly Lease Rate for Additional Features	1.50	N/A
Early Termination Fees	14.40	N/A
Purchase Rate	N/A	35.00
Extended Warranty on Upfront Purchase	N/A	33.00
Extended Warranty (Break/Fix repair) on CPP	N/A	20.00
Extended Warranty (Break/Fix repair including Toner Replenishment) on CPP	N/A	20.00
TOTAL POINTS FOR COMMERCIAL RESPONSE:	52.00	108.00

The following table provides an overview of the point allocations for the applicable Commercial Response components relating to catalogue:

Commercial Response Components for catalogue	Available Points for Both Streams and Sub-Categories
Proponent All Product catalogue	N/A
Proponent All Product Accessories catalogue	N/A
TOTAL POINTS FOR COMMERCIAL RESPONSE:	N/A

The following table provides an overview of the point allocations for the applicable Commercial Response components relating to MPS:

Commercial Response Components for Managed Print Services	Available Points for Both Streams and Sub-Categories
CPP/Software License Fee per User (methodology #1)	33
Maximum Per Diem Rates (methodology #2)	27
Licensing Model Per Device (Optional methodology #3)	N/A
TOTAL POINTS FOR COMMERCIAL RESPONSE:	60

The following table provides an overview of the point allocations for the applicable Commercial Response components relating to Professional Services:

Commercial Response Component for Professional Services	Available Points for Both Streams and Sub-Categories
• Maximum Per Diem Rates	20
TOTAL POINTS FOR COMMERCIAL RESPONSE:	20

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: Thirty-Six (36) Month Monthly Operating Lease (Rental) for Initial Term for a 15ppm to 34ppm Monochrome Office MFD		
Proposed Rate	Calculation	Resulting Points
If Proponent 1 proposes the lowest Rate of \$100, that Proponent will receive 100% of the 0.4583points allocated.	$\$100 \div \100×0.4583	0.4583
If Proponent 2 proposes the second lowest Rate of \$125, that Proponent will receive 80% of the 0.4583points allocated.	$\$100 \div \125×0.4583	0.3666
If Proponent 3 proposes the third lowest Rate of \$160, that Proponent will receive 62.5% of the 0.4583 points allocated.	$\$100 \div \160×0.4583	0.2864

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

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

Where N/A or not applicable is entered in a Commercial Response cell or a Commercial Response cell is left blank for the Product, it is deemed to mean that the particular Product 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 3.5 – Stage IV – Cumulative Score.

3.5 Stage IV – Cumulative Score

At this stage, the scores from Stages II and III will be combined for each Eligible Proposal per Stream and per Sub-Category where applicable.

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

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

3.6 Stage V – Tie Break Process

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

3.7 Stage VI – Negotiations

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

The negotiations may include:

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

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

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

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

3.8 Stage VII - Master Agreement Finalization

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

OECM shall at all times be entitled to exercise its rights under Section 5.6 - Reserving Rights and Governing Law of OECM.

[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 per Stream and Sub-Categories as applicable. For Stream A OECM intends to award one (1) or more Master Agreements per Stream and for Stream B OECM intends to award one (1) or more Master Agreements per Sub-Categories within this stream for the provision of Products and Services. .

The Term is intended to be for eight (8) years, with an option in favour of OECM to extend the Term on the same terms and conditions for up to two (2) additional years. Performance as set out in Appendix G – Performance Management Scorecard and, if applicable, Supplier Recognition Program evaluation results will be considered when contemplating a Master Agreement extension and Supplier refresh.

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

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

4.1.1 No Contract until Execution of Written Master Agreement

This RFP process is intended to identify Proponents for the purpose of negotiation of potential Master Agreements. The negotiation process is further described in Part 3 – Evaluation of Proposals, and in Section 3.7 – Stage VI - Negotiations of this RFP.

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

4.1.2 Customer's Usage of Master Agreements

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

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

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

- (a) Select a Supplier and sign a CSA; or,
- (b) Seek Rates and other relevant Products and Services information specific to a Customer's organization (e.g. by issuing a non-binding request via a Second Stage tool (e.g. Request for Services ("RFS"), Quick Quote ("QQ"), or Customer's process (e.g. directly or via an online e-tendering platform)) from the Supplier for their specific Product requirements. If selected by the Customer, the Supplier shall provide the Products and Services in accordance with the specifications stated in the Master Agreement and in the Customer's CSA.

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

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

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

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

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

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

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

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

4.3 Rates

The proposed Products and Services Rates per Stream and Sub-Categories as applicable shall be firm Maximum Rates for the first year of the Master Agreement and shall be:

- (a) Maximum Rates applicable to all Customers;
- (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, environmental recovery fee, 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 Products and Services when the Customer and Supplier mutually agree without affecting the Rates in the Master Agreement.

In extenuating circumstances, OECM may consider a Rate adjustment substantially effecting the provision of Products and 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 and Services in this Master Agreement. OECM will not consider any fixed costs or overhead adjustments in its review of the Supplier's documentation.

4.4 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 on the anniversary date of the Master Agreement (e.g. in August 2024) and every anniversary thereafter.

The Supplier shall provide a written notice with supporting documentation to OECM at least one-hundred-and-twenty (120) days prior to the Master Agreements' anniversary date annually if requesting a Rate refresh.

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

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

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

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

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

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

4.6 Optional Process to Add Other Products and Services

During the Term, if mutually agreed by OECM and the Supplier, other Products and Services (e.g., scanners, remanufactured Products, Services, emerging technology/new technology and/or related Services) may be added to the Master Agreement at each Master Agreement anniversary date to align with Customer needs.

During the Term, if mutually agreed by OECM and the Supplier, other OEMs may be proposed and included in the catalogue pricing only for Stream B for one or more awarded Sub-Categories. The Supplier shall provide relevant and up-to-date OEM Authorization Letter for OEM's being proposed for inclusion.

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.

The Supplier may request the addition of reused, refurbished, and/or recycled Products and Services at any time throughout the Term of the Agreement, if the addition of such Products and Services has been requested by the Customer. Any such addition shall be mutually agreed by OECM and the Supplier.

Additional Products and Services requests from the Supplier must be accompanied by appropriate documentation (e.g. detailed calculations, Product description, original equipment manufacturer, part number, and rationale for the addition).

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

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

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

4.7 OECM Geographical Zones

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

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

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

4.8 OECM Cost Recovery Fee

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

The Supplier shall pay to OECM a **CRF of two percent (2%)** on all Products and Services invoiced, excluding HST, by the Supplier to the Customers throughout the Term.

CRF will be calculated as follows:

EXAMPLE OF HOW CRF WILL BE CALCULATED WITH A 2.00% CRF				
Quarterly Sales	Calculation	CRF	HST	Quarterly CRF Payment to OECM
If the Supplier has \$100,000.00 total sales within the first quarter.	\$100,000.00 x 2.00% CRF	\$2,000.00	\$260.00	\$2,260.00
If Supplier has \$200,000.00 total sales within the second quarter.	\$200,000.00 x 2.00% CRF	\$4,000.00	\$520.00	\$4,520.00
If Supplier has 300,000.00 total sales within the third quarter.	\$300,000.00 x 2.00% CRF	\$6,000.00	\$780.00	\$6,780.00

EXAMPLE OF HOW CRF WILL BE CALCULATED WITH A 2.00% CRF				
Quarterly Sales	Calculation	CRF	HST	Quarterly CRF Payment to OECM
If Supplier has \$400,000.00 total within the fourth quarter.	\$400,000.00 x 2.00% CRF	\$8,000.00	\$1,040.00	\$9,040.00

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

Calendar Quarter	Months	CRF Payment Due Date
1st Quarter	January, February, March	May 15
2nd Quarter	April, May, June	August 15
3rd Quarter	July, August, September	November 15
4th Quarter	October, November, December	February 15

HST is applicable to the CRF payments made to OECM.

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

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

The Supplier shall be responsible for paying interest, as specified in Article 4.09 of the Master Agreement, for late CRF payments.

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

4.9 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 Savings Calculation

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

The Supplier shall report Customer savings (e.g. Master Agreement Rate versus Rate invoiced to Customer, total cost of ownership, cost avoidance and/or other savings).

4.11 Supplier Management Support to OECM

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

- (a) Assigning to OECM a Supplier Account Executive and team responsible for supporting and overseeing all aspects of the Master Agreement;
- (b) Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- (c) Promoting the Master Agreement within the Customer community;
- (d) Maintaining 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 L – 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 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 suppliers play a fundamental role in ensuring Customers' needs are met with consistent and exceptional service. As part of OECM's efforts to provide greater value to Customers and support their supplier selection process across OECM agreements, OECM has implemented a Supplier Recognition Program ("SRP"). Through the SRP, OECM will objectively assess supplier's performance using an open, fair and transparent framework to recognize and reward top-performing Suppliers on an annual basis.

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

- (a) Supplier performance;
- (b) Master Agreement performance as per Section 4.11.3 – Supplier's Performance Management Scorecard and Appendix G - Performance Management Scorecard;
- (c) Generated savings and value;
- (d) Customer satisfaction; and,
- (e) Cumulative score from the Supplier's Proposal for this RFP.

Further details will be provided to the Supplier.

4.11.5 Reporting to OEM

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

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

[End of Part 4]

PART 5 – TERMS AND CONDITIONS OF THE RFP PROCESS

5.1 General Information and Instructions

Procurement Process Non-Binding

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

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

Non-Binding Rates

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

5.1.1 RFP Timetable

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

RFP Timetable	
Event	Time/Date
OECM's Issue Date of RFP:	January 16th, 2023
Proponent's Information and OTP Demonstration Session:	2:00 pm on January 20th, 2023
Proponent's Deadline to Submit Questions:	5:00 pm on January 24th, 2023
OECM's Deadline for Issuing Answers:	January 31st, 2023
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on February 09th, 2023
Proponent's Deadline to Submit Questions:	5:00 pm on April 19th, 2023
OECM's Deadline for Issuing Answers:	April 24th, 2023
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on April 27th, 2023
OECM's Deadline for Issuing Final Documents:	May 04th, 2023
Closing Date:	2:00:00 pm on May 12th, 2023
Anticipated Master Agreement Start Date:	August 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 – RFP Timetable.

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 - General.

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 – RFP Timetable 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 – Proponent to Review RFP 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 – Proponent to Review RFP 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 – Proponent to Review RFP 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 – RFP Timetable and on OTP.

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

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

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

5.3.2 Proposal in English

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

5.3.3 Proposal Submission Requirements

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

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

Appendix/Form Title	OTP Envelope	Complete Form within OTP	Complete Appendix and Upload to OTP
Form of Offer	Qualification	√	
Compliance with Form of Master Agreement	Qualification	√	
Technical Response	Technical	√	
Appendix C – Commercial Response (in Microsoft Excel format only)	Commercial		√
Appendix H - Consortium Information Form	Qualification	√	
Appendix I – MFDs and A4 Small Office Printers Specification Sheet	Qualification		√
Appendix J – Escalation Process and Contact Information	Qualification		√
Appendix K - OEM Undertaking, if applicable	Qualification		√
Appendix M - Guaranteed Onsite Service Response Time Per County, District and Region	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 – Stage II – Technical Response;
- (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 – Stage II – Technical Response; and,
- (d) The Proposal should be complete in all respects. Proposal evaluation and scoring applies only to the information contained in the Proposal, or accepted clarifications as set out in Section 5.3.13 - Clarification of Proposals.

5.3.5 Proposal Receipt by OECM

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

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

5.3.6 Withdrawal of Proposal

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

5.3.7 Amendment of Proposal on OTP

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

5.3.8 Completeness of Proposal

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

5.3.9 Proposals Retained by OECM

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

5.3.10 Acceptance of RFP

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

5.3.11 Amendments to RFP

Subject to Section 5.1.1 – RFP Timetable and Section 5.2.4 – All New Information to Proponents by way of Addenda, OECM shall have the right to amend or supplement this RFP in writing prior to the Closing Date. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all addenda.

5.3.12 Proposals will not be Opened Publicly

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

5.3.13 Clarification of Proposals

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

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

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

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

5.3.14 Verification of Information

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

- (a) Verify any Proponent's statement or claim made in its Proposal or made subsequently in a clarification, interview, site visit, oral presentation, demonstration, or discussion by whatever means OECM may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Proponent statement or claim, if such statement or claim or its

Proposal is patently unwarranted or is questionable, which may result in changes to the scores for the Proponent's Technical Response; and,

- (b) Access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and OECM shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. OECM and the Proponent shall each bear its own costs in connection with access to each other's premises.

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

5.3.15 Proposal Acceptance

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

5.3.16 RFP Incorporated into Proposal

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

5.3.17 Exclusivity of Contract

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

5.3.18 Substantial Compliance

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

5.3.19 No Publicity or Promotion

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

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

5.4 Negotiations, Timelines, Notification and Debriefing

5.4.1 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 – Stage VI – Negotiations and 3.8 – Stage VII – Master Agreement Finalization, be at liberty to extend the timeline, request the Preferred Proponent to submit its Best and Final Offer, terminate discussions/negotiations with the Preferred Proponent, or publish one (1) or some of the Suppliers, who have executed Master Agreements within OECM's promotional marketing launch. Other Master Agreements, if successfully negotiated with other Preferred Proponents would be added to OECM's website at a later date.

5.4.2 Failure to Execute a Master Agreement

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

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

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

5.4.3 Master Agreement

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

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

5.4.4 Notification to Other Proponents

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

5.4.5 Debriefing

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

5.4.6 Bid Dispute Resolution

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

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

A protest in writing should include the following:

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

- (f) The Proponent's requested remedy.

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

5.5 Prohibited Communications, and Confidential Information

5.5.1 Confidential Information of OECM

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

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

5.5.2 Confidential Information of the Proponent

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

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

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

5.5.3 Proponent's Submission

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

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

5.5.4 Personal Information

Personal Information shall be treated as follows:

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

5.5.5 Non-Disclosure Agreement

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

5.5.6 Freedom of Information and Protection of Privacy Act

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

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

5.5.7 Intellectual Property

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

5.6 Reserved Rights and Governing Law of OECM

5.6.1 General

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

- (a) Make public the names of any or all Proponents;
- (b) Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information, if accepted, into the Proposal, at OECM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- (c) Waive formalities and accept Proposals that substantially comply with the requirements of this RFP;
- (d) Verify with any Proponent or with a third party any information set out in a Proposal;
- (e) Check references other than those provided by Proponents;
- (f) With supporting evidence, disqualify any Proponent on grounds such as:
 - i. Bankruptcy or insolvency;
 - ii. False declarations;
 - iii. Significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior agreement or agreements;
 - iv. Final judgments in respect of serious crimes or other serious offence; or,
 - v. Professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent;
- (g) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- (h) Disqualify any Proponent whose Proposal is determined by OECM to be non-compliant with the requirements of this RFP;

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

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

- (u) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OEMC and/or its Customers or is otherwise engaged in a dispute with OEMC 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 OEMC 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 OEMC exercising any of its express or implied rights under this RFP.

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

5.6.2 Rights of OEMC – Proponent

In the event that the Preferred Proponent fails or refuses to execute the Master Agreement within allotted time from being notified, OEMC 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, OEMC may, in its sole discretion, terminate the discussions;
- (b) Exclude the Preferred Proponent from further consideration and begin discussions with the next highest scoring Proponent without becoming obligated to offer to negotiate with all Proponents; or,
- (c) Exercise any other applicable right set out in this RFP including, but not limited to, cancelling the RFP and issuing a new RFP for the same or similar Products and Services.

OEMC 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 OEMC commits a material breach of OEMC's obligations pursuant to this RFP, OEMC's liability to the Proponent, and the aggregate amount of damages recoverable against OEMC 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 OEMC, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from OEMC can demonstrate. In no event shall OEMC be liable to the Proponent for any breach of OEMC'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 OEMC. 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 [Canada-European Union Comprehensive Economic and Trade Agreement \(CETA\) \(international.gc.ca\)](http://Canada-European Union Comprehensive Economic and Trade Agreement (CETA) (international.gc.ca)).

5.6.12 Governing Law

The terms and conditions in this Part 5:

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

[End of Part 5]

APPENDIX A – DEFINITIONS

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

“**A4 Small Office Desktop Printer**” or “**Printer**” or “**A4**” means standalone or networked printer which can be monochrome or colored, single function (print only) or multi function (print, copy, scan and fax) with printing capabilities of Letter (8.5” X11”) and Legal (8.5” x 14”) and will exclude A3 and above paper sizes.

“**Accessory**” means additional accessories to all multi-function devices, A4 small office desktop printers, fax, copier, scanner, and printers to be provided by the Supplier under the Master Agreement to improve the versatility and usefulness of the products, and includes everything that is necessary to be supplied, provided, or delivered by the Supplier.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Cost per Page” or **“CPP”** means the cost of a single printed page from the proposed MFDs and/or A4 Small Office Desktop Printers. The CPP includes preventative Maintenance and corrective Maintenance, parts and supplies on the entire MFD and/or A4 Small Office Desktop Printers deployed at Customer locations. Parts and supplies include but are not limited to all parts including hard drive replacement and any required toner, fuser agent, drums, preventative Maintenance kits, ink cartridges, staples and any other supplies or parts

needed to operate the MFD and/or A4 Small Office Desktop Printers. Scans and fax images made on MFDs and/or A4 Small Office Desktop Printers are not chargeable;

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

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

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

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

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

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

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

“iOS” refers to the Apple iOS mobile operating system;

“ISO 14001” means an internationally agreed standard that sets out the requirements for an environmental management system published by the International Organization for Standardization.

“Maintenance” means the proactive Services provided by the Supplier to maintain full functionality of the Products and Services;

“Master Agreement” or “Agreement” means the agreement to be made between the Preferred Proponent and OECEM 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 OECEM and the Supplier;

“Maximum Per Diem Rate” means the Rate proposed by a Proponent for Managed Print Services and Professional Services, and this is the maximum Rate the Supplier may charge the Customer for one (1) day of Products and Services for the Term of the Agreement;

“MFD” or “Multi-Function Device” means an office or production digital device, which incorporates the functionality of multiple devices in one (1) to provide centralized document management. A typical MFD offers photocopying, printing, scanning, emailing, and optional faxing capabilities;

“MPS” or “Managed Print Services” means services offered to optimize or manage document output;

“OECEM” means the Ontario Education Collaborative Marketplace;

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

“Original Equipment Manufacturer” or “OEM” means an organization that, as its primary business function, designs, assembles, owns the trademark/patent and markets MFDs and/or A4 Small Office Desktop Printers including the Products and Services to be supplied under the Agreement and that has signed the OEM Undertaking, if required, as set out in Appendix K – OEM Undertaking. The OEM name shall appear on the

actual MFDs and/or A4 Small Office Desktop Printers Product and the OEM must support warranties in Canada;

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

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

“PFO” means a provincially funded organization;

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

“Product” means all multi-function devices, A4 small office desktop printers, fax, copier, scanner, and printers to be provided by the Supplier under the Master Agreement and includes everything that is necessary to be supplied, provided, or delivered by the Supplier.

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

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

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

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

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

“Request for Proposals” or **“RFP”** means this Request for Proposals #2022-411 issued by OEMC, including all appendices and addenda thereto;

“Service” means all 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;

“Stream A” means the Proposal submission stream in which the Proponent shall include Office and Production Multi-Function Devices (“MFDs”), A4 Small Office Desktop Printers (“Printers”), Managed Print Services (“MPS”), Product catalogue and Accessories catalogue from one (1) Original Equipment Manufacturer (“OEM”) only.

“Stream B” means the Proposal submission stream in which the Proponent should include, within one (1) Proposal Submission, any Product and its related Services the following Sub-Categories: Sub-Category A - Office Multi-Function Devices (“Office MFDs”), Sub-Category B - Production Multi-Function Devices (“Production MFDs”), Sub-category-C - A4 Small Office Desktop Printers (“Printers”), MPS, Product catalogue and Accessories catalogue, and related Professional Services for each Sub-Category.

“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 OEMC and has assumed full liability and responsibility for the provision of Deliverables pursuant to the Master Agreement either as a single Supplier or a lead Supplier engaging other suppliers or Subcontractors;

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

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

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

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

“User” means all individuals selected by the Customers to access and utilize the Products and Services, which includes but is not limited to employees, administrators, and students;

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

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

APPENDIX B – FORM OF MASTER AGREEMENT

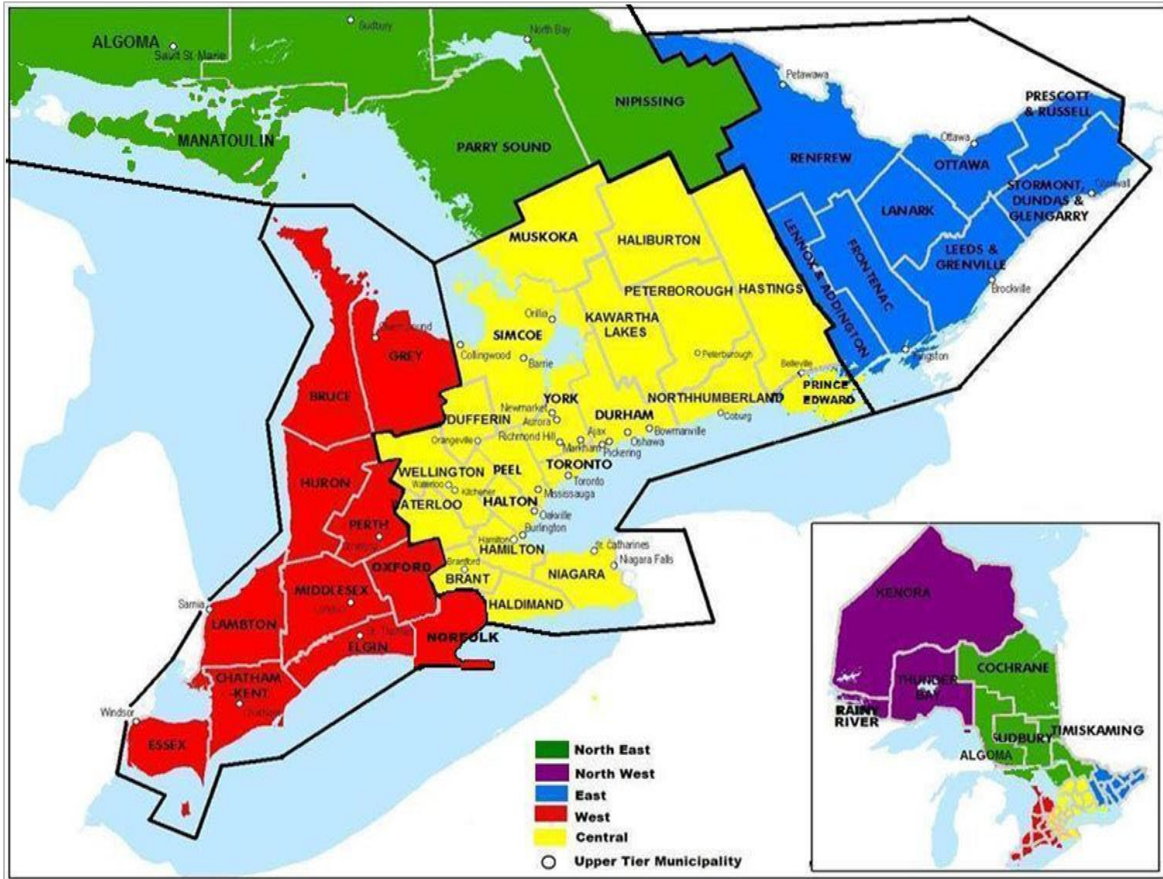
Appendix B – Form of Master Agreement is posted as a separate PDF file in OTP.

APPENDIX C – COMMERCIAL RESPONSE

Appendix C – Commercial Response must be completed and uploaded into OTP.

APPENDIX D – OEMC GEOGRAPHICAL ZONES

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



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

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

Please note: DSB means District School Board; and CDSB means Catholic District School Board.

APPENDIX F – REPORTING REQUIREMENTS

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

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

2. OECM Ad Hoc Reports - As requested and mutually agreed upon	As requested	As requested
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Final reporting requirements will be determined during negotiations.

APPENDIX G – PERFORMANCE MANAGEMENT SCORECARD

Master Agreement performance means the Supplier aligns with OECM's three (3) pillars of Savings, Choice and Service, supporting the growth of the Master Agreement among Customers, and providing quality Products and 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 Products and Services at the Master Agreement Rates or lower;
- (b) Customer satisfaction;
- (c) On-time Master Agreement activity reporting to OECM;
- (d) On-time Cost Recovery Fee remittance; and,
- (e) Continuous improvement.

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

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

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

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

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

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

Supplier Performance Management – Customers			
Service Quality KPIs	Key Performance Indicator	Service Level	Measurement
Service Inquiry Response	Percentage of service requests responded within agreement standard	Within one (1) Business Day	98% of total service requests
Mean-time-to-repair (“MTTR”)	Time from service request to repair	Within 3 Business Days	98% of the time measured – calendar monthly
Device uptime (for lease only)	Percentage of time the device is operational	Quarterly	98% of the time
Standard warranty/Maintenance repair	Repaired and functioning	Within 3 Business Days	98% of the time
Number of Customer complaints – issues	Number of Customer complaints – issues	Quarterly	Less than 2% of total Customer requests

Supplier Performance Management – OEMC		
OEMC Agreement Management KPIs	Key Performance Indicator	Measurement
Fully Completed Integrated Report Submission	By 08 th Business Day of each month	98% of the time
Fully Completed Performance (or Key Performance Indicator) Report Submission	By 08 th Business Day following each calendar quarter	98% of the time
Executed CSAs sent to OEMC	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 (15 th) calendar day of May, August, November, and February	98% of the time
Response Time to OEMC Inquiries	Within one (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 OEMC, 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 – CONSORTIUM INFORMATION FORM

Appendix H – Consortium Information Form, contained in OTP, must be completed within OTP.

APPENDIX I – MFDs AND A4 SMALL OFFICE PRINTERS SPECIFICATION SHEET

Appendix I for Office MFDs, Production MFDs, A4 Small Office Printers and Related Services must be completed and uploaded into OTP.

APPENDIX J – ESCALATION PROCESS AND CONTACT INFORMATION

Contact Information and Escalation Contact Information for OEMC:

Department or Person of Contact	Service Hours	Email	Telephone

Escalation Description:

The Supplier will track Product and Service quality and service issues via an electronic database. The first stage of escalation will be the Supplier’s customer service department as mentioned above.

The Supplier will act promptly on all error resolution. The Contract Specialist from OEMC will ensure complete and satisfactory resolution. This will be regularly reported to OEMC during the Business Review process.

Escalation Description (Proponent to Fill in the details):

Contact Information and Escalation Contact Information for Customers:

Department or Person of Contact	Service Hours	Email	Telephone

Escalation Description:

The Supplier will track Product and Service quality and service issues via an electronic database. The first stage of escalation will be the Supplier’s customer service department as mentioned above.

The Supplier will act promptly on all error resolution. The Customer’s designated representative will ensure complete and satisfactory resolution.

Escalation Description (Proponent to Fill in the details):

APPENDIX K – OEM UNDERTAKING

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

Name of Proponent: *[Insert name of Proponent] (“Proponent”)*
To: OECM and *[Insert Proponent’s name]*
From: *[Insert OEM name, representative’s contact name, title, phone number, email address]*
Re: Proponent’s Proposal in response to OECM’s Request for Proposals #2017-289 for Multi-Function Devices and Related Services

Insert Proposed Products and Services	OEM Letter Applicable (Indicate Yes or No)

The OEM:

1. Agrees and confirms that:
 - a. the OEM is the OEM of the Products and Services being proposed by the Proponent as identified above;
 - b. the Proponent is authorized by the OEM to sell:
 - i. the OEM’s Products and Services identified above and any other of the OEM’s Products and Services as specified in the Proposal; and,
 - ii. the warranties in respect of the any Product described in subsection 1(b)(i) above;
2. Undertakes in consideration of its Products and Services being offered by the Proponent as part of the Proponent’s Proposal under the RFP, that, if the Proponent enters into an Agreement with OECM under the RFP, the OEM shall honour the terms, conditions and obligations under any warranty acquired by a Customer (as defined in the RFP) in respect of the OEM’s Products and Services as if the warranty was acquired directly from the OEM, despite payment for such warranty being paid to the Proponent.
3. As of the date set out on this OEM Undertaking, confirms that the Proponent is an authorized dealer with respect to the OEM’s Products and Services included in the Proponent’s Proposal. If the Proponent, prior to the expiry of Proposals, or the Supplier, during the Term, loses authorized dealer status with respect to the OEM’s Products and Services, the OEM shall immediately provide written notice to OECM indicating the effective date of loss of authorized dealer status. If such date is on or after the Effective Date of the Agreement, the OEM shall comply with all provisions of the Agreement applicable to the Supplier in addition to the terms applicable to the OEM, for the period specified in the Agreement.
4. Agrees that, if OECM terminates the Agreement with the Supplier for any reason, the OEM shall either assume the Agreement or into a new Agreement with OECM (including new Customer-Supplier Agreements with Customers) for the balance of the Term, on the same terms and conditions, or shall cause another authorized dealer with respect to the OEM’s Products and Services, acceptable to OECM, acting reasonably, to assume the Agreement (including new Customer-Supplier Agreements with Customers) or enter into such a new Agreement.

[Insert name of OEM]
 By: _____
 I have authority to bind the OEM
 Name: _____
 Title: _____
 Date: _____

APPENDIX L – CODE OF CONDUCT

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

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

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

Also, the Supplier shall:

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

service providers are paid properly and promptly to avoid any disruption in the provision of Products and Services by the Supplier to OEMC 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 Products and Services. 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 OEMC's SCC;
- (b) Report violations of the SCC or identify any Customer requests that might constitute violations; and,
- (c) Cooperate and collaborate with OEMC and bring about the resolution of SCC compliance issues.

Compliance with SCC principles is a criterion that is taken into consideration in OEMC'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 OEMC at its discretion. The Supplier must provide, upon request, OEMC with documents attesting to their compliance with the SCC.

In addition, OEMC may elect to visit the Suppliers' facilities if OEMC so chooses. Appropriate notice will be provided to the Supplier. Whenever a situation of non-compliance is identified, OEMC 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 OEMC's SCC may result in termination of this Master Agreement.

For more information, visit OEMC's website at <https://oecm.ca/wp-content/uploads/2022/01/oecm-supplier-code-of-conduct.pdf>.

APPENDIX M – GUARANTEED ONSITE SERVICE RESPONSE TIME PER COUNTY, DISTRICT AND REGION

Appendix M - Guaranteed Onsite Service Response Time Per County, District and Region must be completed and uploaded into OTP

Addendum Number 7

Date: April 13, 2023

Subject: Multi-Function Devices and A4 Printers RFP #2022-411

RFP Issue Date: January 16, 2023

Closing Date: 2:00:00 pm on May 12th, 2023, local time in Toronto, Ontario, Canada

This RFP is amended as noted below in red font:

1. OTP RFX tender_17699 - Multi-Function Devices and A4 Printers has been replaced in its entirety by OTP RFX tender_18154 - Multi-Function Devices and A4 Printers (Stream A and B). RFX tender_17699 will be unpublished by 5:00 pm April 14th, 2023.

The proponent will have to express interest and reenter information accordingly.

2. Request for Proposal has been deleted in its entirety and has been replaced, by Request for Proposal amended as of April 13th, 2023.

The Proponent will have to reenter information accordingly.

3. **The RFP is amended by the revision to Section 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:	January 16th, 2023
Proponent's Information and OTP Demonstration Session:	2:00 pm on January 20th, 2023
Proponent's Deadline to Submit Questions:	5:00 pm on January 24th, 2023

OECM's Deadline for Issuing Answers:	January 31st, 2023
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on February 09th, 2023
Proponent's Deadline to Submit Questions:	5:00 pm on April 19th, 2023
OECM's Deadline for Issuing Answers:	April 24th, 2023
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on April 27th, 2023
OECM's Deadline for Issuing Final Documents:	May 04th, 2023
Closing Date:	2:00:00 pm on May 12th, 2023
Anticipated Master Agreement Start Date:	August 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.

4. Qualification Envelope has been amended in its entirety. OTP has been updated.

The Proponent will have to reenter information accordingly.

5. Technical Response has been amended in its entirety. OTP has been updated.

The Proponent will have to reenter information accordingly.

6. Appendix C- Commercial Response amended as of February 22nd, 2023, has been deleted in its entirety and has been, by the following files:

- Stream A: Appendix C- Commercial Response Stream A amended as of April 12th, 2023
- Stream B:
 - Appendix C- Commercial Response Stream B Office MFDs amended as of April 12th, 2023
 - Appendix C- Commercial Response Stream B Production MFDs amended as of April 12th, 2023
 - Appendix C- Commercial Response Stream B A4 Desktop Printers amended as of April 12th, 2023

The Proponent will have to reenter information accordingly.

Other than adjustments made by the terms of this addendum, all the terms and conditions of the RFP remain the same and in full force and effect.

[End of Document]

Addendum Number 8

Date: April 24, 2023

Subject: Multi-Function Devices and A4 Printers RFP #2022-411

RFP Issue Date: January 16, 2023

Closing Date: 2:00:00 pm on May 12th, 2023, local time in Toronto, Ontario, Canada

This RFP is amended as noted below in red font:

1. Qualification Envelope will be amended by the addition of Option E - **West Zone** as one of the options on the list. OTP will be updated by 6:00 pm on April 24th, 2023.

The Proponent will have to reenter information accordingly.

2. The RFP is amended by the revision to **Section 3.4 Stage III – Commercial Response**

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

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

Point allocations for the Commercial Response sections **in Stream A** are as follows:

Commercial Response Components for <u>Office</u> MFDs	Available Points for Stream A	
	Operating Lease (i.e. Rental) + CPP	Outright Purchase + CPP
Monthly Operating Lease (i.e. Rental) Rate for Initial Term	25.00	N/A
Monthly Operating Lease (i.e. Rental) Rates for Yearly Extensions to Customer's Fleet Term	15.00	N/A
Monthly Operating Lease (i.e. Rental) Rate for Monthly Extensions to Customer's Fleet Term	6.00	N/A
CPP for Base Model (Lease)	10.50	N/A
Monthly Lease Rate for Additional Features	3.50	N/A
Early Termination Fees	14.40	N/A
Purchase Rate	N/A	12.50
CPP for Base Model (Purchase)	N/A	9.30

Purchase Rate for Additional Features	N/A	3.50
TOTAL POINTS FOR COMMERCIAL RESPONSE:	74.40	25.30

Commercial Response Components for <u>Production MFDs</u>	Available Points for Stream A	
	Operating Lease (i.e. Rental) + CPP	Outright Purchase + CPP
Monthly Operating Lease (i.e. Rental) Rate for Initial Term	24.50	N/A
Monthly Operating Lease (i.e. Rental) Rates for Yearly Extensions to Customer's Fleet Term	15.00	N/A
Monthly Operating Lease (i.e. Rental) Rate for Monthly Extensions to Customer's Fleet Term	6.00	N/A
CPP for Base Model (Lease)	10.00	N/A
Monthly Lease Rate for Additional Features	4.50	N/A
Early Termination Fees	14.40	N/A
Purchase Rate	N/A	12.50
CPP for Base Model (Purchase)	N/A	8.30
Purchase Rate for Additional Features	N/A	4.50
TOTAL POINTS FOR COMMERCIAL RESPONSE:	74.40	25.30

Commercial Response Component for <u>Single-Function A4 Small Office Printers</u>	Available Points for Stream A	
	Operating Lease (i.e. Rental) + CPP	Outright Purchase + CPP
Monthly Operating Lease (i.e. Rental) Rate for Initial Term	14.60	N/A
Monthly Operating Lease (i.e. Rental) Rate for Yearly Extensions to Customer's Fleet Term	0.75	N/A
Monthly Operating Lease (i.e. Rental) Rate for Monthly Extensions to Customer's Fleet Term	0.75	N/A
CPP for Base Model (Lease)	2.00	N/A
Monthly Lease Rate for Additional Features	0.30	N/A
Early Termination Fees	14.40	N/A
Purchase Rate	N/A	9.5
Extended Warranty on Upfront Purchase	N/A	6.00
Extended Warranty (Break/Fix repair) on CPP	N/A	6.00
Extended Warranty (Break/Fix repair including Toner Replenishment) on CPP	N/A	6.00
TOTAL POINTS FOR COMMERCIAL RESPONSE:	32.80	27.50

Commercial Response Component for <u>Multi-Function A4 Small Office Printers</u>	Available Points for Stream A	
	Operating Lease (i.e. Rental) + CPP	Outright Purchase + CPP
Monthly Operating Lease (i.e. Rental) Rate for Initial Term	14.60	N/A
Monthly Operating Lease (i.e. Rental) Rate for Yearly Extensions to Customer's Fleet Term	0.75	N/A
Monthly Operating Lease (i.e. Rental) Rate for Monthly Extensions to Customer's Fleet Term	0.75	N/A
CPP for Base Model (Lease)	2.00	N/A
Monthly Lease Rate for Additional Features	0.30	N/A
Early Termination Fees	14.40	N/A
Purchase Rate	N/A	9.50
Extended Warranty on Upfront Purchase	N/A	6.00
Extended Warranty (Break/Fix repair) on CPP	N/A	6.00
Extended Warranty (Break/Fix repair including Toner Replenishment) on CPP	N/A	6.00
TOTAL POINTS FOR COMMERCIAL RESPONSE:	32.80	27.50

Point allocations for the Commercial Response sections in Stream B are as follows:

Commercial Response Components for Sub-Category A - <u>Office MFDs</u>	Available Points for Stream B - Sub-Category A	
	Operating Lease (i.e. Rental) + CPP	Outright Purchase + CPP
Monthly Operating Lease (i.e. Rental) Rate for Initial Term	84.30	N/A
Monthly Operating Lease (i.e. Rental) Rates for Yearly Extensions to Customer's Fleet Term	21.00	N/A
Monthly Operating Lease (i.e. Rental) Rate for Monthly Extensions to Customer's Fleet Term	16.50	N/A
CPP for Base Model (Lease)	30.00	N/A
Monthly Lease Rate for Additional Features	21.00	N/A
Early Termination Fees	43.20	N/A
Purchase Rate	N/A	53.00
CPP for Base Model (Purchase)	N/A	37.00
Purchase Rate for Additional Features	N/A	14.00
TOTAL POINTS FOR COMMERCIAL RESPONSE:	216.00	104.00

Commercial Response Components for Sub-Category B - <u>Production MFDs</u>	Available Points for Stream B - Sub-Category B	
	Operating Lease (i.e. Rental) + CPP	Outright Purchase + CPP
Monthly Operating Lease (i.e. Rental) Rate for Initial Term	82.80	N/A

Monthly Operating Lease (i.e. Rental) Rates for Yearly Extensions to Customer's Fleet Term	21.00	N/A
Monthly Operating Lease (i.e. Rental) Rate for Monthly Extensions to Customer's Fleet Term	16.50	N/A
CPP for Base Model (Lease)	30.00	N/A
Monthly Lease Rate for Additional Features	22.50	N/A
Early Termination Fees	43.20	N/A
Purchase Rate	N/A	53.50
CPP for Base Model (Purchase)	N/A	37.00
Purchase Rate for Additional Features	N/A	13.50
TOTAL POINTS FOR COMMERCIAL RESPONSE:	216.00	104.00

Commercial Response Component for Sub-Category C - <u>Single-Function</u> A4 Small Office Printers	Available Points for Stream B - Sub-Category C	
	Operating Lease (i.e. Rental) + CPP	Outright Purchase + CPP
Monthly Operating Lease (i.e. Rental) Rate for Initial Term	19.00	N/A
Monthly Operating Lease (i.e. Rental) Rate for Yearly Extensions to Customer's Fleet Term	6.00	N/A
Monthly Operating Lease (i.e. Rental) Rate for Monthly Extensions to Customer's Fleet Term	3.00	N/A
CPP for Base Model (Lease)	8.10	N/A
Monthly Lease Rate for Additional Features	1.50	N/A
Early Termination Fees	14.40	N/A
Purchase Rate	N/A	35.00
Extended Warranty on Upfront Purchase	N/A	33.00
Extended Warranty (Break/Fix repair) on CPP	N/A	20.00
Extended Warranty (Break/Fix repair including Toner Replenishment) on CPP	N/A	20.00
TOTAL POINTS FOR COMMERCIAL RESPONSE:	52.00	108.00

Commercial Response Component for Sub-Category C - <u>Multi-Function</u> A4 Small Office Printers	Available Points for Stream B - Sub-Category C -	
	Operating Lease (i.e. Rental) + CPP	Outright Purchase + CPP
Monthly Operating Lease (i.e. Rental) Rate for Initial Term	19.00	N/A
Monthly Operating Lease (i.e. Rental) Rate for Yearly Extensions to Customer's Fleet Term	6.00	N/A
Monthly Operating Lease (i.e. Rental) Rate for Monthly Extensions to Customer's Fleet Term	3.00	N/A
CPP for Base Model (Lease)	8.10	N/A
Monthly Lease Rate for Additional Features	1.50	N/A
Early Termination Fees	14.40	N/A

Purchase Rate	N/A	35.00
Extended Warranty on Upfront Purchase	N/A	33.00
Extended Warranty (Break/Fix repair) on CPP	N/A	20.00
Extended Warranty (Break/Fix repair including Toner Replenishment) on CPP	N/A	20.00
TOTAL POINTS FOR COMMERCIAL RESPONSE:	52.00	108.00

The following table provides an overview of the point allocations for the applicable Commercial Response components relating to catalogue:

Commercial Response Components for catalogue	Available Points for Both Streams and Sub-Categories
Proponent All Product catalogue	N/A
Proponent All Product Accessories catalogue	N/A
TOTAL POINTS FOR COMMERCIAL RESPONSE:	N/A

The following table provides an overview of the point allocations for the applicable Commercial Response components relating to MPS:

Commercial Response Components for Managed Print Services	Available Points for Both Streams and Sub-Categories
CPP/Software License Fee per User (methodology #1)	22
Maximum Per Diem Rates (methodology #2)	16
Licensing Model Per Device (methodology #3)	22
TOTAL POINTS FOR COMMERCIAL RESPONSE:	60

The following table provides an overview of the point allocations for the applicable Commercial Response components relating to Professional Services:

Commercial Response Component for Professional Services	Available Points for Both Streams and Sub-Categories
• Maximum Per Diem Rates	20
TOTAL POINTS FOR COMMERCIAL RESPONSE:	20

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: Thirty-Six (36) Month Monthly Operating Lease (Rental) for Initial Term for a 15ppm to 34ppm Monochrome Office MFD for Stream A		
Proposed Rate	Calculation	Resulting Points
If Proponent 1 proposes the lowest Rate of \$100, that Proponent will receive 100% of the 1.0416 points allocated.	$\$100 \div \100×1.0416	1.0416
If Proponent 2 proposes the second lowest Rate of \$125, that Proponent will receive 80% of the 1.0416 points allocated.	$\$100 \div \125×1.0416	0.8332
If Proponent 3 proposes the third lowest Rate of \$160, that Proponent will receive 62.5% of the 1.0416 points allocated.	$\$100 \div \160×1.0416	0.6510

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

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

Where N/A or not applicable is entered in a Commercial Response cell or a Commercial Response cell is left blank for the Product, it is deemed to mean that the particular Product 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 3.5 – Stage IV – Cumulative Score.

3. Appendix C- Commercial Response files have been amended by the revision of the Proponent Product Catalogue tabs and the Managed Print Services tabs, and will be replaced as follows by 6:00 pm on April 24th, 2023:
 - Stream A: Appendix C- Commercial Response Stream A amended as of April 12th, 2023, has been deleted in its entirety and will be replaced by Appendix C- Commercial Response Stream A amended as of April 24th, 2023
 - Stream B:
 - Appendix C- Commercial Response Stream B Office MFDs amended as of April 12th, 2023, has been deleted in its entirety and will be replaced by Appendix C- Commercial Response Stream B Office MFDs amended as of April 24th, 2023

- Appendix C- Commercial Response Stream B Production MFDs amended as of April 12th, 2023, has been deleted in its entirety and will be replaced by Appendix C- Commercial Response Stream B Production MFDs amended as of April 24th, 2023
- Appendix C- Commercial Response Stream B A4 Desktop Printers amended as of April 12th, 2023, has been deleted in its entirety and will be replaced by Appendix C- Commercial Response Stream B A4 Desktop Printers amended as of April 24th, 2023

The Proponent will have to reenter information accordingly.

Other than adjustments made by the terms of this addendum, all the terms and conditions of the RFP remain the same and in full force and effect.

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Addendum Number 9

Date: May 4, 2023

Subject: Multi-Function Devices and A4 Printers RFP #2022-411

RFP Issue Date: January 16, 2023

Closing Date: 2:00:00 pm on May 12th, 2023, local time in Toronto, Ontario, Canada

This RFP is amended as noted below in red font:

1. Appendix I – Specification Sheet amended as of January 31st, 2023, has been amended by the revision of the dropdown list for Data/ Hard Drive Encryption (256 bits), and will be replaced by Appendix I – Specification Sheet amended as of May 4th, 2023, by 6:00 pm on May 4th, 2023.

The Proponent will have to reenter information accordingly.

Other than adjustments made by the terms of this addendum, all the terms and conditions of the RFP remain the same and in full force and effect.

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