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SUPPLY AND INSTALLATION OF DIGITAL SIGNAGE, DIGITAL SCOREBOARDS, AND AUDIO-VISUAL SYSTEM SOLUTIONS

REQUEST FOR PROPOSALS NUMBER #2023-408

Request for Proposals Issued On: August 25, 2023

Proponent's Information & OTP Demonstration Session: 2:00 pm on August 29, 2023

Proponent's Deadline to Submit Questions: 5:00 pm on September 1, 2023

**Proponent's Deadline to Submit Questions Related to
Addenda & Question and Answer Documents:** 5:00 pm on September 8, 2023

Closing Date: 2:00:00 pm on September 29, 2023, local time in Toronto, Ontario, Canada

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

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

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PART 1 – INTRODUCTION

This non-binding Request for Proposals (“RFP”) is an invitation to obtain Proposals from qualified Proponents for **the supply and installation of Digital Signage, Digital Scoreboards, and Audio-Visual System Solutions** as described in Part 2 – The Deliverables and Part 4 – Master Agreement Structure and Management.

The Products and Services are further described in Part 2 – The Deliverables in the following three (3) categories:

- Category A – Digital Signage;
- Category B – Digital Scoreboards; and,
- Category C – Audio-Visual System Solutions.

The Proponent must be an original equipment manufacturer (“OEM”) or an authorized reseller of the OEM Product(s). Proponents may submit proposals for any one (1), two (2), or all three (3) categories. Each category will be evaluated, scored, and awarded independently. Additionally, each Zone within the categories will be evaluated, scored and awarded independently.

If a Proponent is an authorized reseller, it may propose Products from one (1) or many OEMs.

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

This RFP is issued by OECM.

1.1 Objective of this RFP

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

- (a) The project aims to consolidate two (2) existing OECM agreements; Audio and Visual System Solutions (RFP #2018-317), and Digital Signage and Scoreboards (RFP #2018-295) in order to offer a more comprehensive agreement for Customers;
- (b) Awarding supplier(s) capable of providing quality digital signage/ digital scoreboards/ audio visual Products and Services in a timely manner, demonstrating value for money;
- (c) Provide Products and Services from multiple OEMs to Customers;
- (d) Provide OECM Customers the ability to purchase Products and/or Services to satisfy their requirements;
- (e) Reduce the costs of associated competitive procurement processes on an ongoing basis (i.e., fewer competitive procurement documents issued by Customers); and,
- (f) Provide Customers with professional and responsive Customer support and account management.

1.2 Supplier Expertise and Capabilities

The Supplier should possess the following expertise and capabilities:

- (a) Be fully cognizant of and have the demonstrated Products and Services knowledge;
- (b) Possess and maintain applicable authorization and qualification from multiple OEMs (i.e., reseller authorization, if applicable);
- (c) Knowledgeable and certified personnel for applicable services, providing excellent Services to Customers;
- (d) Provide maximum flexibility in responding to changing and evolving requirements and technology; and,
- (e) Ability to facilitate OEM warranty claims for Customers if required.

1.3 OEM and Reseller Status

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

1.4 Project Background

OECM issued a Request For Proposal in 2018 for Audio and Visual Systems Solutions. As a result, five (5) suppliers were awarded contracts on February 19, 2019, with an initial expiry of February 18, 2022. OECM has exercised all available options to extend the current Master Agreements, thereby moving the final expiry date to February 18, 2024.

OECM also issued a Request For Proposal in 2018 for Digital Signage and Scoreboards. As a result, five (5) suppliers were awarded contracts on December 11, 2018, with an initial expiry date of December 10, 2021. OECM has exercised all available extension options, moving the final expiry date to December 10, 2023.

1.5 Historical Spend

Audio-Visual Systems Solution (2018)

To date, seventy (70) unique customers have executed ninety-seven (97) Customer-Supplier Agreements (CSAs) under the Audio and Visual Systems Solutions agreement:

- Thirty-five (35) School Boards;
- Ten (10) Colleges;
- Ten (10) Universities; and,
- Fifteen (15) other BPS organizations.

Approximate purchases through the existing Audio-Visual System Solutions agreement from February 2019 to May 2023 are twenty-eight million dollars (\$28,000,000).

Digital Signage and Scoreboards (2018)

To date, five (5) unique customers have executed thirteen (13) Customer-Supplier Agreements (CSAs) under the Digital Signage and Scoreboards agreement:

- One (1) School Board;
- One (1) Colleges; and,
- Three (3) other BPS organizations.

Approximate purchases through the existing Digital Signage and Scoreboards agreement from December 2018 to May 2023 are approximately three hundred thousand dollars (\$300,000).

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

1.6 Project Advisors

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

- (a) Carleton University;
- (b) Seneca Polytechnic;
- (c) Toronto Catholic District School Board;
- (d) Toronto Metropolitan University;

- (e) Trent University;
- (f) University of Guelph; and,
- (g) York University.

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

1.7 Overview of OECM

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

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

- (a) Actively sourcing products and services in an open, fair, transparent and competitive manner, compliant with BPS Procurement Directive and applicable trade agreements;
- (b) Establishing, promoting and managing product and service agreements used throughout its Customer community;
- (c) Supporting Customers' access and use of OECM agreements through analysis, reporting and the development of tools, guides, and other materials;
- (d) Effectively managing supplier contract performance while harnessing expertise and innovative ideas, to drive continuous improvements through a Supplier Relationship Management program;
- (e) Promoting OECM's Supplier Code of Conduct, based on its core values, to ensure that all supplier partners adhere to a set standard when conducting business with OECM and its Customers resulting in continuous, long-term success; and,
- (f) Supporting supplier partners through a Supplier Recognition Program.

1.8 Use of OECM Master Agreements

As of May 2023, one thousand three hundred and twelve (1312) Customers were using one (1) or more OECM agreements with a cumulative spend of more than three point eight (3.8) billion dollars over the last twelve (12) years.

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

1.9 The Ontario Broader Public Sector Procurement Directive

OECM, and the Customers they service, follow the Ontario BPS Procurement Directive. The directive sets out rules for designated BPS entities on the purchase of goods and services using public funds. The Procurement Directive is available here [Broader Public Sector Procurement Directive \(gov.on.ca\)](#).

1.10 Trade Agreements

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

1.11 Rules of Interpretation

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

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

[End of Part 1]

PART 2 – THE DELIVERABLES

This Part of the RFP describes the **Supply and Installation of Digital Signage, Digital Scoreboards and Audio-Visual System Solution** Deliverables which will be incorporated into the final Master Agreement by Category and Zone.

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 ('OTP').

The Supplier shall provide **all** products and services that meet the requirements as laid out in the Deliverables. The requirements have been split into three (3) categories.

Category	Category Title	RFP Section Reference
Category A	Digital Signage	2.2, 2.3 & 2.4
Category B	Digital Scoreboards	2.5
Category C	Audio-Visual System Solutions	2.6

Note: Sections 2.7 to 2.22 of Part 2 – Deliverables are applicable to **all** three (3) categories.

The Proponent may choose to submit a bid for one (1), two (2) or all three (3) categories. Each category will be evaluated, scored, and awarded independently.

2.1 Product and Service Requirements

Products supplied must have Canadian Standards Association ("CSA") and/or Underwriters Laboratories of Canada ("ULC") Product Approval.

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

2.2 Category A: Digital Signage

The following deliverables are applicable to Category A - Digital Signage. Deliverables under Section 2.2 are applicable to the supply of hardware and installation services for both interior and exterior digital signage.

2.2.1 General Requirements

The Supplier shall provide Product and Services for internal & external digital signage that include but are not limited to:

- (a) Centralized system, virtual or physical that can be on premise or cloud based for content distribution;
- (b) Full control and monitoring of displays from a centralized dashboard or system;
- (c) The ability to support multiple channels and or zones;
- (d) Ability to play a specific channel or zone on any player within a site or the entire organization;
- (e) Ability to schedule specific presentations on any channel supporting live TV broadcasts and external video feeds as well as the ability to play pre-recorded video content;

- (f) Where multiple displays are configured to play video content with audio in a common area, there must be a system or provision in place to ensure that audio and video to all displays in common area are synchronized;
- (g) Having the ability to display real-time information (e.g., Emergency messages to specific sites through the integration with third party messaging applications);
- (h) Ability for multiple screens to work together as a video wall;
- (i) Scheduled power on/off for displays;
- (j) A system that is scalable and expandable to any desired future number of Digital Signage displays;
- (k) Weather resistant commercial products that can withstand the elements of nature (applicable to the exterior signage);
- (l) Option to be interactive displays for touch; and,
- (m) A percentage of spares to match the “bin” when it was manufactured (so white’s and colors match).

The Supplier shall also provide any software that is required for the Products to function, if applicable.

2.2.2 Media Player Requirements

The Supplier should provide Products that meet the following requirements:

- (a) Multi-stream media player to allow different information to be viewed on different displays;
- (b) Be capable of centralized media player management;
- (c) Player health monitoring, alert notification, and ability to update player software from the dashboard;
- (d) Ability to group players by location and administer group-level networking access;
- (e) Easy updating to both individual and groups of players with the ability to group players;
- (f) Be capable of being activated remotely to allow an increase/decrease in volume or on brightness levels;
- (g) Be capable of resetting or restarting each media player remotely;
- (h) Be capable of automatically powering on after interruption in power;
- (i) Wi-Fi capable;
- (j) Bluetooth capable; *(Optional)*
- (k) USB connection available;
- (l) Scrolling ticker;
- (m) Scheduling function;
- (n) Able to be securely mounted to display or associated hardware;
- (o) RS232 connection available; *(Optional)*
- (p) Ability to set the Player data storage threshold. Users to be notified when exceeded; *(Optional)*
- (q) All Player licenses should be able to be managed centrally;
- (r) Hardened against virus and malware threats;
- (s) Micro, mini SD card support; and,

- (t) If applicable, POE Players.

It is understood that Products such as media player sticks may not have some of the capabilities of set top boxes. The supplier's range of Products should meet the above requirements, allowing Customers to choose the best option for them.

Additionally, the supplier may offer a System on a Chip (SoC) solution as an alternative to a traditional media player, provided it meets the same requirements outlined above.

2.2.3 Content Management System (CMS) General Requirements (Optional)

The Supplier may provide content management software and hardware for digital signage, with installation services if required by the Customer. Each Customer may have different requirements, and may have the option to obtain the following from the Supplier:

- (a) Full supply and installation of hardware and software;
- (b) The supply of software only to allow the Customer to install the software themselves;
- (c) The supply and installation of software only; and,
- (d) The supply of all or some of the hardware only.

Some Customers may already have software that they use and only need the hardware as part of an expansion. Other Customers may have a system in place already and wish to expand and/or upgrade their hardware/software. The Supplier must be flexible in their approach.

i. Content Management System – Software

OECM and its Customers are open to both software as a service (SaaS) and licensed software options. Proponents will have an opportunity to propose their solution in Appendix C – Commercial Response.

ii. Content Management System – Specifications

The Supplier shall provide Content Management System (CMS), Products and Services that meet the following requirements:

- (a) The capability to provide static, dynamic, and interactive content, including but not limited to the following:
 - i. Static - Provide static content including standard office files types, images, maps, audio and video content;
 - ii. Dynamic - Provide dynamic content including RSS feeds, streaming video, television feeds, date/time, calendars websites, social media content, etc.;
 - iii. Interactive (**Optional**) - Capability to provide interactive content, including social media blogs, online surveys, and web apps such as financial calendars or wayfinding; and,
 - iv. Artificial Intelligence (Optional) – the capability to provide artificial intelligence services, such as sensing when a human is in front of the display and then engaging with content displayed in the form of a question or voice interaction, providing a search of content based on the interactive response from the human and then display the appropriate content/ response or a response that the content does not exist.
- (b) Complex scheduling for areas that require this feature;
- (c) Proof of play reporting at the ad level;
- (d) Web-based design interface for the creation of presentations;

- (e) Graphic content combined with any video media content or live TV stream;
- (f) Ability to create presentations that encompass single and multiple displays (e.g., 3 by 3 or 3 by 2, etc.);
- (g) Provide support for common media types covering animations, audio, static images, video, and web documents, ensuring that these files can also play in “disconnected” mode;
- (h) The ability to provide tickers that run across the screen and are compatible with Rich Site Summary / Extensible Markup Language (RSS/XML) feeds;
- (i) The ability to display in multiple zones within a single presentation, localized content provided by different users and/or departments, including localized user permissions;
- (j) Ability to schedule content:
 - i. Dayparting/scheduling by date, and time, with start and end dates for items if required, including frequency restrictions at item level for minute control of playback; and,
 - ii. Ability to use tag rules on content to target specific players with matching tags throughout the main network and localized networks.
- (k) The solution must allow for the Customer to take over all displays to provide emergency messaging and/or through integration with a third-party emergency system. Access to issue an emergency message must be available both on desktop and mobile platforms and must allow shunting of audio when a central broadcast system is deployed. Alerts must be allowed to target all players and specific locations, or groups of players based on customer requirements;
- (l) Ability to provide sound when desired through the control of each TV’s volume state or via the CMS system;
- (m) To provide the Customer with the ability to track and display information on each individual media player in real-time as a single player or on a centralized dashboard;
- (n) To provide the Customer with the ability to export reports and/or all or selected points or totalization in the following file formats for use in external tools such as Microsoft Excel and Access or other common formats as required by Customer;
- (o) Ability to integrate Google and/or Microsoft calendars for room scheduling;
- (p) Ability to integrate Google or Microsoft sheets, docs, or presentations for data-driven content display;
- (q) CMS must have scalable storage with the ability to grow as asset count increases;
- (r) System to be easily configurable to allow new media players to be added; and,
- (s) In addition to allowing Customers to create their own templates, the CMS should provide a library of templates covering the list below, but not limited to:
 - i. Emergency messaging;
 - ii. Content player;
 - iii. Video player;
 - iv. Audio remote control;
 - v. Screensaver to be used on public computer workstations acting as a secondary digital display monitor;
 - vi. Data-driven templates with the ability to integrate Microsoft Teams or google workspace; and,
 - vii. Widgets or templates for webpages, RSS weather, presentations stocks, calendars (Microsoft and Google, YouTube, social media such

as Facebook, Twitter, Instagram, TikTok, etc., data tables, charts, dashboard templates for Power BI, salesforce, tableau.

2.2.4 Content Management System Technical Requirements

The following deliverables under Section 2.2.4 are applicable to proponents who are providing software as a part of the digital signage solution as specified in section 2.2.3 Content Management System General Requirements:

i. System Connectivity and Compatibility

The Supplier shall provide Product and Services that meet the following requirements, but not limited to:

- (a) Compatible with firewalled networks;
- (b) Compatible with connectivity across multiple locations, across LAN/WAN;
- (c) Option for Customers to have the software on their own server, or have the Supplier host the software on a virtual or physical server that can be on premise or cloud based;
- (d) The digital media system, if the Customer elects to have the software on their own server, must be capable of running over the Customer wide area network / local area network (WAN/LAN) infrastructure and be capable of delivering live TV broadcasts and external;
- (e) video feeds as well as the ability to play pre-recorded video content over Internet Protocol ("IP") without required special cabling or network modifications;
- (f) The system should have the ability for its network traffic to run on a separate virtual local area network (VLAN) network. This will guarantee the separation of network traffic of this system from other more critical Customers network traffic;
- (g) The ability to send automatic email alert notifications over http, https SMTP mail servers, and integrate with other third-party email applications such as Office 365;
- (h) System must allow the Customer's IT department to check the status of the entire system, including the status of all media players from the content server and/or centralized dashboard using role/permission based access;
- (i) System must allow the Customer's IT department to back-up the entire system database, and provide a pathway for system restoration in the event of a critical hardware failure;
- (j) Systems must allow access to the Content Management System ('CMS') not just through a desktop, but through the use of mobile technology such as cell phones and tablets across all main platforms including but not limited to Windows, Mac, Android, iOS; and,
- (k) System should allow access on mobile technology to support the broadcast of emergency messaging.

ii. Permissions and Access Control

- (a) Preferably, supports single sign-on login authentication from the Customer's existing environment. The user authentication integration maps users' credentials; (*Optional*)
- (b) such as group membership, from the Customer's directory with similar credentials in the system;
- (c) Accounts must be synchronized so that disabling a user, adding a user, changing password or changing group membership in the Customer existing environment has the same affect in the proposed system;
- (d) The solution must allow authorized users to add new users, edit existing users and delete users from the system;

- (e) Allow for administrative approval of creative content on a 'by region of display screen' approval level;
- (f) User accounts should be able to be programmed to become active and expire at any time thereby letting administrators pre-configure user accounts;
- (g) Administrators should be able to enforce a disk storage quota for each user account thereby limiting how much data each user can upload to the system;
- (h) Users should be allowed to access the status of a Player, which playlist is currently being displayed, the username of the person that sent the last update, the state of the Player's;
- (i) content upload progress and confirmation of its successful completion. All this information to be provided in real time;
- (j) Users should be allowed to review a list of previously recorded alerts and events relative to each Player under their control;
- (k) An administrator override option will be required in case of emergencies;
- (l) The system must allow administrators to assign various levels of access rights to each user; and,
- (m) Permission-based group and user roles with specific right access to players, channels, layouts and designated zones for adding content and scheduling ads with simplified dashboard for lower-level users.

iii. **Security**

- (a) Product and Services shall use industry standard security protocols that comply with the Customer's requirements for privacy, network and Product and Service protection;
- (b) Product and Services must include hardware firewalls, vulnerability scans, and automated patch updates;
- (c) Compatibility with all commercially available anti-virus solutions;
- (d) System must support strong passwords;
- (e) System must allow Customers to define a logout time for inactive web browser sessions;
- (f) Integration with Active Directory to leverage existing account and password credentials; *(Optional)*
- (g) Comprehensive logging describing user and administrative tasks with specific details. E.g., time user logs in and out, which user publishes which content, which user creates another user account, etc.;
- (h) Detailed list of networking requirements so that the minimum infrastructure and privileges can be allocated;
- (i) Interactive and AI functionality must not collect or retain any personally identifiable data about students, e.g., photograph; and,
- (j) Physical safeguards to prevent tampering or unauthorized access to display units.

iv. **Usability**

The Supplier shall provide Product and Services that include, but not be limited to the following data usability requirements:

- (a) Accessible information through multiple platforms (i.e., iOS or Android smart phone, tablet, PCs or Macs);
- (b) Allow creation and storage of templates for different Customers; and,

- (c) Support common browsers such as Edge, Firefox, Chrome, and Safari.

2.2.5 Description of Services for Digital Signage

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

- (a) Consultation and needs assessment;
- (b) Project management;
- (c) Engineering and design;
- (d) Programming;
- (e) Installation;
- (f) Integration;
- (g) Content Management Strategy and Production; (*Optional*)
- (h) Training;
- (i) Asset tagging;
- (j) Warranty;
- (k) Preventative maintenance;
- (l) Parts, Repair and Return Merchandise Authorization (RMA); and,
- (m) End-of-life Product management.

2.2.6 Consultation and Needs Assessment Services

The Supplier shall provide consultation and needs assessment Services to Customers upon request, and shall include the following at a minimum:

- (a) Onsite inspection of the Customer's physical location as allowed by the Customer's Health and Safety Governance models;
- (b) Analysis and assessment of the Customer's requirements; and,
- (c) Requirements documentation.

The requirements document must include any room or building modifications the Customer must complete before technology integration work can begin (i.e., conduits installed, HVAC addressed, walls moved, support/wood backing, electrical work completed, etc.), as well as any other impact Services may have in and around the site.

The Supplier must have the minimum qualifications to provide consultation and needs assessment Services as described in Section 2.2.19 Qualifications.

2.2.7 Project Management Services

The Supplier shall provide project management Services to Customer upon request, and shall include the following at a minimum:

- (a) Develop and monitor project timelines and budgeting;
- (b) Develop and monitor tasks and milestones;
- (c) Review Product specifications and documentation;
- (d) Carry out interim onsite inspection as necessary;
- (e) Provide progress report;
- (f) Attend meetings as per Customer's request; and,
- (g) Act as Customer's project representative as per Customer's request.

2.2.8 Engineering and Design Services

The Supplier shall provide engineering and design Services to Customer upon request, and shall include the following at a minimum:

- (a) Expertise for the development of Digital Signage solution;
- (b) List of Products and specification;
- (c) Quick Quote for Digital Signage products;
- (d) Engineer and design documentation (i.e., engineering drawings, wiring diagrams, up-to-date floor plans, electric diagrams etc.);
- (e) Architectural & Space Design documentation which will include all the necessary integrations between the different components of the digital signage solution; and,
- (f) Providing conceptual ideas and leading with innovation, not necessarily the technology, but rather taking a space and providing ideas on what can be done with the space that will then lead into technology required to support those ideas.

The quote shall exclude any building modifications the Customer may need to perform before technology integration can begin.

The Supplier must have the minimum qualifications to provide engineering and design Services as described in Section 2.2.19 Qualifications.

2.2.9 Programing Services

The Supplier shall provide programming Services to Customer upon request, and shall include the following at a minimum:

- (a) Expertise for the development of digital signage solution;
- (b) Programming code documentation; and,
- (c) Programming of code to integrate with existing systems that are in place, i.e., Crestron, QSC or Extron programming, Biamp coding.

2.2.10 Installation Services

The Supplier shall provide installation Services to Customer upon request, and shall include the following at a minimum:

- (a) Install all network, cabling and video displays for the digital signage solution;
- (b) Install all mounting hardware required to mount the digital signage solution;
- (c) Provide and install cable management system;
- (d) Installation of Products and related infrastructure in rooms as specified;
- (e) Adhering to OEM specific installation instruction and guidelines;
- (f) Submit OEM warranty on behalf of Customer and provide warranty record on the completion of installation services;
- (g) Drawing packages and/or design plans prior to the physical installation of the Products, detailing all connectivity and functional descriptions for the Customer to review and verify that the intent of the Product has been captured and will be installed, as referenced in Section 2.2.21 Documentation and Knowledge Transfer;
- (h) Installation team commensurate with the scope of work and installation timeline;
- (i) Installation schedule that will adhere to the installation timeline as outlined by the Customer;

- (j) Work according to Customer's policies and procedures;
- (k) Ensure all equipment to perform the services is installed as per local codes and requirements;
- (l) Required tools and equipment in delivery of Services, (e.g., lifts, ladders, scaffold, installation instrumentation, computers, and test equipment necessary to fulfill the scope of work); and,
- (m) Interact with relevant organizations such as Municipalities to ensure all required approvals are in place.

As referenced in Section 2.2.15 Warranty Services, installation Services shall be warranted for a minimum of one (1) year from the date of Service completion.

Installation costs will be agreed between Customer and Supplier before commencing any work. The installation costs will be based on the labour and equipment Rates supplied as part of Appendix C – Commercial Response – Digital Signage.

The Supplier must have the minimum qualifications to provide installation Services as described in Section 2.2.19 Qualifications.

2.2.11 Integration Services

The supplier must possess the capability to integrate Digital Signage hardware with a comprehensive Content Management System (CMS) or the Customer's existing CMS, if desired for the project. The integration should aim to enhance content management capabilities, streamline workflows and provide a unified platform for managing the digital signage elements within the Customer's organization.

The supplier shall provide the following integration services for interior and exterior Digital Signage. This will include, but is not limited to:

- (a) Assessing the Customer's existing CMS and evaluate the feasibility of integrating the Digital Signage with the CMS;
- (b) Recommending a CMS that aligns best the Customer's specific requirements;
- (c) Providing any software that is required for the Products to function;
- (d) Integrating hardware seamlessly with the Customer's preferred CMS; and,
- (e) Developing an integration plan that outlines the necessary steps and requirements for integrating the Digital Signage hardware with the Customer's existing, recommended or preferred CMS.

2.2.12 Content Management Strategy and Production Services (Optional)

The Supplier may provide Content Management Strategy and Production Services to the Customer upon request and may include the following, but not limited to:

- (a) Assist the Customer in developing a comprehensive content strategy for their digital signage network;
- (b) Content creation services, involving the designing and production of content for digital signage displays;
- (c) Managing content scheduling and distribution across the Customer's network;
- (d) Monitoring performance of the digital signage content and providing the Customer with reporting analytics;
- (e) Supplier may offer an agreement package with a predetermined hourly, monthly, or yearly rate, coupled with a Service Level Agreement;
- (f) The Supplier may offer an hourly rate for their production services, allowing the Customer to pay based on the time and effort required to create and manage content for the digital signage network; and,

(g) For events or specific content needs, the Supplier may offer a cost-per-event request package.

Content Management and Production costs will be agreed between the Customer and Supplier before commencing any work.

2.2.13 Training Services

The Supplier shall provide training to designated Customer staff in the use of the digital signage and Content Management System. All costs associated with this training shall be included within the submitted Rates. The length of such training shall be what is reasonably required to train the users of the solution and shall be documented.

The training shall include but not be limited to the list below:

- (a) A detailed training of the Product and Service operation to the Customer as part of the commissioning process;
- (b) Materials and training on the system functionality and processes;
- (c) Training for technical staff supporting the CMS;
- (d) Training for business staff to use CMS and manage local needs;
- (e) Training for digital signage content contributors and signage content creators; and,
- (f) Provide user manuals and system administrator's guides to enable the Customer staff understand the operating guidelines of the Digital Signage solution. User manual and process guide containing steps required for installations of Digital Signage screens in a new location.

2.2.14 Asset Tagging Services

The Supplier shall provide asset tagging Services to Customer upon request, and shall include the following at a minimum:

- (a) Paper labels affixed to the Product; and,
- (b) Other electronic identification tagging.

2.2.15 Warranty Services

i. OEM Product Warranty

The Supplier shall ensure that all proposed Products have a minimum standard OEM warranty from the date of delivery against the following but not limited to:

- (a) Faulty Material;
- (b) Manufacturing Defects; and
- (c) Poor Workmanship.

Related warranty repairs must only be performed by an OEM Authorized Service Provider ("ASP").

ii. Optional Extended Warranty Coverage

The Supplier shall, upon the Customer's request, provide optional extended warranty at the time of a Quick Quote and/or before the expiry of standard OEM warranty. The terms and conditions of the optional extended warranty should be equal to or better than the standard OEM warranty.

iii. Service Warranty

The Supplier shall ensure that installation Services have a minimum of one (1) year warranty for the labour performed from the date of Service completion at no additional cost to Customers.

The Supplier shall provide monthly reporting at the Customer's request that provides at a minimum:

- (a) Number of calls received;
- (b) The incident type; and
- (c) Resolution and/or actions taken.

The Customer and Supplier shall mutually agree upon any other information that may be required in the report.

2.2.16 Preventative Maintenance Services

The Supplier shall, upon the Customer's request, at the time of a Quick Quote and/or Product orders provide preventative maintenance Services with the following at a minimum:

- (a) Number of calls received;
- (b) The incident type;
- (c) Resolution and/or actions taken; and,
- (d) Provide a minimum of one (1) or two (2) pro-active visits per year for maintenance of the digital signage.

2.2.17 Parts, Repair and Return Merchandise Authorization (RMA) Services

For applicable out-of-warranty Products, the Supplier shall provide parts and repair Services. Service Rates are as proposed in Appendix C – Commercial Response.

Where applicable, Services such as post-warranty repairs shall be warranted for a minimum of one (1) year from the date of Service completion.

The Supplier shall provide RMA Services to Customers with the following at a minimum:

- (a) Assist Customer with filling out forms for RMA, if required;
- (b) Prompt Acknowledgement and response of RMA inquires;
- (c) Processing of RMA requests within mutually agreed upon timelines; and,
- (d) Efficient resolution of approved RMA cases, including repair, replacement or refund.

2.2.18 End of Life Product Management Services

The Supplier shall provide end-of-life Product management Services to Customers with the following at a minimum:

- (a) End-of-life Product notifications; and,
- (b) Recommended replacement Product.

The Supplier shall not arbitrarily discontinue Products unless it is deemed to be at end-of-life by the OEM. When discontinuing Products, the Supplier shall provide a written notice to OEM and the affected Customer at every optional Rate refresh period as referenced in Section 4.5 Optional Rate Refresh.

Further, the Supplier shall ensure that in the event a proposed Product and/or Product requested for a Quick Quote become unavailable, a replacement Product shall be proposed.

Replacement Products shall be Products of equal or greater functional capabilities/specifications than those of the end-of-life Product.

Customers may request testing for replacement Products.

2.2.19 Qualifications

The Supplier should have, at a minimum, five (5) years of digital signage (interior and exterior) installation experience.

The Supplier should also possess OEM specific certifications to gain basic, intermediate, and advanced programming skills to build digital signage solution as required.

The Supplier shall provide all Service providing personnel's contact information that will be servicing the Customer's specific project in advance of commencing the work. The details shall include the following, but not be limited to:

- (a) Contact Name;
- (b) Telephone Number;
- (c) Email Address;
- (d) Certifications and,
- (e) Experience.

2.2.20 Code Documentation

The Customer shall own all intellectual property on programming codes developed to integrate the various Products.

The Supplier must provide all final un-compiled codes, as installed in the final build and integration of Products to the Customer. Code documentation must be provided to Customer within five (5) Business Days following the request, or otherwise as mutually agreed upon between the Customer and the Supplier.

The Supplier must provide a well-documented code for the Customer to evaluate and approve before commencing the project, upon request by the Customer.

The Customer may request for a sample of coding to evaluate the quality of programming capabilities before signing a Customer Supplier Agreement or finalizing details of a Quick Quote.

2.2.21 Documentation and Knowledge Transfer

All Product documentation for any installation Services must be provided by Supplier to Customer (i.e. engineering drawings, wiring diagrams, up-to-date floor plans, electric diagrams etc.).

The Supplier should also provide manufacturer specification data sheets for all major Product components.

2.2.22 Product Testing

There is a breadth of Product requirements and a vast number of Customers across the Province of Ontario.

Suppliers and Customers shall mutually agree to Product testing requirements.

Prior to or during the Customer Supplier Agreement (CSA) execution process, Customers may request Products for testing to ensure they meet their specific requirements and to assess their suitability for purpose. The duration and any associated costs of the testing shall be determined mutually by the Customer and Supplier.

Suppliers should:

- (a) Ensure that the Product will function appropriately within the Customer's environment;
- (b) Provide the appropriate quantity and information required by the Customer to perform the test; and,

- (c) Work directly with Customers to ensure that the specifications and features meet their specific requirements.

2.2.23 Design and Scalability

OECM Customers range from small municipalities, individual colleges and universities, as well as large school boards that have over four hundred (400) schools. The Product and Services offered must have the capability to scale up to meet any demand from the Customers. Refer to Appendix E – OECM School Board, University and College Customers in Ontario which illustrates OECM's educational Customers by Zone.

2.2.24 Advertising (Optional)

Some OECM Customers have the option to use Digital Signage to promote third parties through the use of advertising. The solution provided by the Supplier should offer the Customer the option to use the Products and Services to sell advertising space on their Digital Signage.

2.3 Interior Digital Signage Hardware

The following deliverables are applicable to Interior Digital Signage **ONLY**.

2.3.1 Description of Products:

The Supplier shall provide Interior Digital Signage hardware products to OECM Customers. Below are the requirements, including but not limited to:

i. TV / Display (Interior only)

The Supplier shall provide a wide range of Products to meet the Customer's needs. These Product shall include but not be limited to the list below:

- (a) Commercial grade screens of various sizes;
- (b) Options for larger or unique sized displays;
- (c) Option to have standard or interactive touch screen versions;
- (d) Ability to offer displays that can be mounted in landscape and portrait modes;
- (e) Ability to offer video walls; and,
- (f) Liquid crystal display ('LCD'), light emitting diode ('LED'), organic light emitting diode ('OLED'), quantum light emitting diode ('QLED') and projection displays to be offered.

ii. Mounting

The Supplier will provide a range of Product mounting options that will cover all types of screen sizes. These mounting options will cover the following, but not limited to:

TV / Display

- (a) Wall – Flush;
- (b) Wall – Tilt;
- (c) Wall – Articulating;
- (d) Ceiling;
- (e) Floor – Pedestal;
- (f) Floor – Kiosk;
- (g) Floor – Wheeled;
- (h) Floor – Speciality Mounts; and,

- (i) Video walls.

2.4 Exterior Digital Signage Hardware

The following deliverables are applicable to Exterior Digital Signage **ONLY**

2.4.1 Description of Products:

The Supplier shall provide Exterior Digital Signage hardware products to OECM Customers. Below are the requirements, including but not limited to:

i. TV / Display (Exterior Only)

The Supplier shall provide TV/Display products as outlined below:

- (a) High definition, commercial grade screens of various sizes;
- (b) QLED, OLED, LCD and LED displays to be offered;
- (c) Ability to offer displays that can be mounted in landscape and portrait modes;
- (d) Ability to offer video walls;
- (e) Ability to offer LED walls of various shapes and sizes;
- (f) TV/Display must meet IP66 standard, or NEMA 6, or equivalent;
- (g) The TV/Display should protect screen against – light or heavy rainfall, snow and ice, dust and debris, electrical surges/spikes, physical impact extreme temperatures – both hot and cold, theft and vandalism;
- (h) The TV/Display must provide high quality viewing in direct sunlight;
- (i) As the TV/Display will be used outdoors, the Products offered must be rated at a minimum of 1800 nits and UV coated; and,
- (j) The TV/Display must have the capability to operate temperatures ranging from -30 to + 50 degrees centigrade with no degradation to the unit performance.

ii. Mounting

The Supplier will provide a range of Product mounting options that will cover all screen sizes. These mounting options will cover the following, but not limited to:

TV / Display

- (a) Wall – Flush;
- (b) Wall – Tilt;
- (c) Wall – Articulating;
- (d) Ceiling;
- (e) Floor – Pedestal;
- (f) Floor – Kiosk;
- (g) Floor – Wheeled;
- (h) Floor – Speciality Mounts; and,
- (i) Video walls.

iii. Electronic Messaging Centres

The Supplier shall provide colour and monochromatic Message Centres as outlined below:

- (a) Wired & WIFI control;
- (b) Minimum of 25 frames per second;
- (c) The message centre must have the capability to operate temperatures ranging from -30 to + 50 degrees centigrade with no degradation to the unit performance;
- (d) The Message Centre should protect the display against:- light or heavy rainfall, snow and ice, dust and debris, electrical surges/spikes, physical impact extreme temperatures – both hot and cold, theft and vandalism;
- (e) Cabinet must meet IP66 standard, or NEMA 6, or equivalent;
- (f) Provide text, animations, logos, moving messages;
- (g) Provide time, date and temperature;
- (h) Operating software to be bundled free with the message centre; and,
- (i) Pitch sizing that allows displays to be read from 50 – 250 feet away.

2.5 Category B: Digital Scoreboards

The following deliverables are applicable to Category B - Digital Scoreboards **ONLY**.

The Supplier shall provide Scoreboard both interior and exterior hardware products to OEMC Customers. These products will cover, but are not limited to:

- (a) Football Scoreboards;
- (b) Basketball Scoreboards;
- (c) Baseball Scoreboards;
- (d) Soccer Scoreboards;
- (e) Hockey Scoreboards;
- (f) Multi-Sport Scoreboards;
- (g) Video Scoreboards;
- (h) Scoreboard software for use on video Scoreboards or for use with standard TV/displays; and,
- (i) Scoreboard controls and accessories.

2.5.1 Description of Products:

i. Scoreboards

All Scoreboards Shall:

- (a) Be required to offer the option of wired and wireless controller and will include any software required to operate the scoreboard;
- (b) Meet IP66 standard, or NEMA 6, or equivalent;
- (c) Have the capability to operate temperatures ranging from -30 to + 50 degrees centigrade with no degradation to the unit performance; and,
- (d) Exterior scoreboards should protect the display against – light or heavy rainfall, snow and ice, dust and debris, electrical surges/spikes, physical impact extreme temperatures – both hot and cold, theft and vandalism.

ii. Mounting

The Supplier will provide a range of Product mounting options that may include:

- (a) Standard wall mounts;
- (b) Corner mounts;
- (c) Ceiling mounts for multi-sided scoreboards;
- (d) Specialist mounts; and,
- (e) Video walls.

2.5.2 Installation Services for Digital Scoreboards

The Supplier shall provide the following installation services for Interior and Exterior Digital Scoreboards. This will include, but is not limited to:

- (a) Meeting the Customer's specific needs;
- (b) Ensure commissioning meets Customer requirements;
- (c) Ensure all equipment to perform the services is installed as per local codes and requirements;
- (d) Providing a project plan highlighting all elements of the services, to be approved by the Customer in advance of service provision;
- (e) Receive Customer approval of installation services, hence establishing installation date;
- (f) Work according to Customer's policies and procedures;
- (g) Interact with relevant organizations such as Municipalities to ensure all required approvals are in place;
- (h) Ensure Products are installed according to the OEM's instruction and guidelines including recommendations; and,
- (i) Submit OEM warranty on behalf of Customer and provide warranty record on the completion of installation services.

Installation costs will be agreed between Customer and Supplier before commencing any work. The installation costs will be based on the labour and equipment Rates supplied as part of Appendix C – Commercial Response – Digital Scoreboards.

2.5.3 Integration with Customer's Existing Content Management System (CMS)

The supplier shall have the capability of integrating with a more comprehensive CMS or the Customer's existing CMS, if desired for the project. The integration should aim to enhance content management capabilities, streamline workflows and provide a unified platform for managing both the Digital Scoreboards and other digital signage elements within the Customer's organization.

The supplier shall provide the following integration services for interior and exterior Digital Scoreboards. This will include, but is not limited to:

- (a) Assess the Customer's existing CMS and evaluate the feasibility of integrating the Digital Scoreboards with the CMS; and,
- (b) Develop an integration plan that outlines the necessary steps and requirements for integrating the Digital Scoreboards with the Customer's existing CMS.

2.5.4 Warranty Coverage

The Supplier shall ensure Product and Services are warranted, free from defects in design, material and workmanship for a minimum period of three (3) year from the date of installation.

All claims for the Product and Service OEM warranty will include repair, cost for parts and labour, replacement, shipping and handling at no additional cost to the Customer.

Warranty repairs on the Product and Services must be performed by the OEM or the OEM's authorized contractors.

Warranty technical support shall also be available by telephone during business hours.

The Supplier shall provide, as required by Customer, optional extended warranty that will match the terms and conditions of the standard OEM warranty.

Submit OEM warranty on behalf of Customer and provide warranty record on the completion of installation services.

2.6 Category C: Audio & Visual System Solutions

The Supplier shall provide new, quality, cost effective Products and Services that meet or exceed the requirements set out in Part 2.6 – Category C: Audio & Visual System Solutions.

2.6.1 Description of Products:

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

- (a) Control system solution Products, such as hardware, software, control interfaces, and accessories;
- (b) Interconnects, interfaces, and infrastructure Products, such as cables, connection compartments, connectors, jacks, patch panels, and accessories;
- (c) Audio solution Products, such as audio systems, amplifiers, extenders, expanders, tuners, processors, microphones, speakers, receivers, portable public address systems, and accessories;
- (d) Video solution Products, such as presentation switchers, receivers, transmitters, extenders, video processors, video conferencing solutions, and accessories;
- (e) Display solution Products, such as interactive, QLED, LCD, LED, OLED displays and/or Commercial Grade monitors/displays, fixed room projectors, portable projectors, and projection screens;
- (f) Assistive technologies (hearing, visual); and,
- (g) Audio visual Furniture (lecterns, podiums, etc.).

The Supplier shall register Products for warranty upon delivery with the OEM at no additional cost.

The Supplier shall also provide any software that is required for the Products to function, if applicable.

During the Term of the Agreement, the Supplier may provide other Products and/or Services that are related to the design, installation and integration of a complete audio and visual space, upon the discretion of OECM. Refer to Section 4.6 Optional Process to Add Other Products and Services.

2.6.2 Description of Services for Audio and Visual Systems Solutions:

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

- (a) Consultation and needs assessment;
- (b) Engineering and design;
- (c) Programming;
- (d) Decommissioning;
- (e) Installation;
- (f) Training;
- (g) Asset tagging;

- (h) Warranty;
- (i) Preventative maintenance;
- (j) Parts, Repair and Return Merchandise Authorization (RMA); and,
- (k) End-of-life Product management.

2.6.3 Consultation and Needs Assessment Services

The Supplier shall provide consultation and needs assessment Services to Customer upon request, and shall include the following at a minimum:

- (a) Onsite inspection of Customer's physical location as allowed by the Customer's Health and Safety Governance models;
- (b) Analysis and assessment of Customer's requirements; and,
- (c) Requirements documentation.

The requirements document must include any room or building modifications the Customer must complete before technology integration work can begin (i.e., conduits installed, HVAC addressed, walls moved, electrical work completed, etc.), as well as any other impact Services may have in and around the site.

The Supplier must have the minimum qualifications to provide consultation and needs assessment Services as described in Section 2.6.15 Qualifications.

2.6.4 Project Management Services

The Supplier shall provide project management Services to Customer upon request, and shall include the following at a minimum:

- (a) Develop and monitor project timelines and budgeting;
- (b) Develop and monitor tasks and milestones;
- (c) Review Product specifications and documentation;
- (d) Carry out interim onsite inspection as necessary;
- (e) Provide progress report;
- (f) Attend meetings as per Customer's request; and,
- (g) Act as Customer's project representative as per Customer's request.

2.6.5 Engineering and Design Services

The Supplier shall provide engineering and design Services to Customer upon request, and shall include the following at a minimum:

- (a) Expertise for the development of audio and visual system solution;
- (b) List of Products and specification;
- (c) Quick Quote for audio and visual system solution; and,
- (d) Engineer and design documentation (i.e. engineering drawings, wiring diagrams, up-to-date floor plans, electric diagrams etc.).

The quote shall exclude any building modifications the Customer may need to perform before technology integration can begin.

The Supplier must have the minimum qualifications to provide engineering and design Services as described in Section 2.6.15 Qualifications.

2.6.6 Programming Services

The Supplier shall provide programming Services to Customer upon request, and shall include the following at a minimum:

- (a) Expertise for the development of control system solution; and,
- (b) Programming code documentation.

2.6.7 Decommissioning Services

The supplier shall provide decommissioning services to the Customer upon request and shall include the following at a minimum

- (a) Safely and efficiently removing all designated old Audio-Visual equipment from the Customer's premises;
- (b) Adhere to environmentally responsible practises when disposing of the decommissioned equipment;
- (c) Remove any debris or waste generated during the decommissioning process, returning the area to its original state and ensuring it is free from any potential hazards;
- (d) Where data privacy concerns apply, the supplier shall provide documentation or certification to validate the proper disposal method was used; and,
- (e) Upon Customer's request, facilitate the return of the old product to the Customer for repurposing purposes.

2.6.8 Installation Services

The Supplier shall provide installation Services to Customer upon request, and shall include the following at a minimum:

- (a) Installation of Products and related infrastructure in rooms as specified;
- (b) Adhering to OEM specific installation instruction and guidelines;
- (c) Submit OEM warranty on behalf of Customer and provide warranty record on the completion of installation services;
- (d) Drawing packages and/or design plans prior to the physical installation of the Products, detailing all connectivity and functional descriptions for the Customer to review and verify that the intent of the Product has been captured and will be installed, as referenced in Section 2.6.17 Documentation and Knowledge Transfer;
- (e) Installation team commensurate with the scope of work and installation timeline;
- (f) Installation schedule that will adhere to the installation timeline as outlined by the Customer;
- (g) Work according to Customer's policies and procedures;
- (h) Ensure all equipment to perform the services is installed as per local codes and requirements; and,
- (i) Required tools and equipment in delivery of Services, (e.g. lifts, ladders, scaffold, installation instrumentation, computers, and test equipment necessary to fulfill the scope of work).

As referenced in Section 2.6.11 Warranty Services, installation Services shall be warranted for a minimum of one (1) year from the date of Service completion.

The Supplier must have the minimum qualifications to provide installation Services as described in Section 2.6.15 Qualifications.

2.6.9 Training Services

The Supplier shall provide training Services to Customer upon delivery and/or integration of the Products, the Supplier shall provide the Customer with the basic functional and technical training at no additional cost.

The Supplier may also provide other types of training such as but not limited to:

- (a) A train the trainer program to Customer's designated staff (i.e. IT staff). Training programs will be delivered by instructors certified by the Supplier to deliver the program once the Products have been delivered;
- (b) Online tutorials;
- (c) Training material (i.e. user guides, tip sheets, etc.); and,
- (d) End-user training sessions.

Proponents should provide Rates for additional training Services at cost in Appendix C – Commercial Response – Audio-Visual System Solutions.

2.6.10 Asset Tagging Services

The Supplier shall provide asset tagging Services to Customer upon request, and shall include the following at a minimum:

- (a) Paper labels affixed to the Product; and,
- (b) Other electronic identification tagging.

2.6.11 Warranty Services

i. Standard OEM Product Warranty

The Supplier shall ensure that all proposed Products have a minimum standard OEM warranty from the date of delivery against the following but not limited to:

- (a) Faulty Material;
- (b) Manufacturing Defects; and
- (c) Poor Workmanship.

Related warranty repairs must only be performed by an OEM Authorized Service Provider ("ASP").

ii. Optional Extended Warranty Coverage

The Supplier shall, upon the Customer's request, provide optional extended warranty at the time of a Quick Quote and/or before the expiry of standard OEM warranty. The terms and conditions of the optional extended warranty should be equal to or better than the standard OEM warranty.

iii. Service Warranty

The Supplier shall ensure that installation Services have a minimum of one (1) year warranty for the labour performed from the date of Service completion at no additional cost to Customers.

The Supplier shall provide monthly reporting at the Customer's request that provides at a minimum:

- (a) Number of calls received;

- (b) The incident type; and
- (c) Resolution and/or actions taken.

The Customer and Supplier shall mutually agree upon any other information that may be required in the report.

2.6.12 Preventative Maintenance Services

The Supplier shall, upon the Customer's request, at the time of a Quick Quote and/or Product orders provide preventative maintenance Services with the following at a minimum:

- (a) Number of calls received;
- (b) The incident type; and
- (c) Resolution and/or actions taken.

2.6.13 Parts, Repair, and Return Merchandise Authorization (RMA)

For applicable out-of-warranty Products, the Supplier shall provide parts and repair Services. Service Rates are as proposed in Appendix C – Commercial Response.

Where applicable, Services such as post-warranty repairs shall be warranted for a minimum of one (1) year from the date of Service completion.

The Supplier shall provide RMA Services to Customers with the following at a minimum:

- (a) Assist Customer with filling out forms for RMA, if required;
- (b) Prompt Acknowledgement and response of RMA inquiries;
- (c) Processing of RMA requests within mutually agreed upon timelines; and,
- (d) Efficient resolution of approved RMA cases, including repair, replacement or refund.

2.6.14 End of Life Product Management Services

The Supplier shall provide end-of-life Product management Services to Customers with the following at a minimum:

- (a) End-of-life Product notifications; and,
- (b) Recommended replacement Product.

The Supplier shall not arbitrarily discontinue Products unless it is deemed to be at end-of-life by the OEM. When discontinuing Products, the Supplier shall provide a written notice to OEM and the affected Customer at every optional Rate refresh period as referenced in Section 4.5 Optional Rate Refresh.

Further, the Supplier shall ensure that in the event a proposed Product and/or Product requested for a Quick Quote become unavailable, a replacement Product shall be proposed.

Replacement Products shall be Products of equal or greater functional capabilities/specifications than those of the end-of-life Product.

Customers may request testing for replacement Products.

2.6.15 Qualifications

The Supplier should have at a minimum the following Audiovisual and Integrated Experience Association (AVIXA) certifications for providing Services:

- (a) Certified Technology Specialist™ (CTS);
- (b) Certified Technology Specialist™ Certified Designer (CTS-D);

- (c) Certified Technology Specialist™ Certified Installer (CTS-I); and,
- (d) OEM specific certifications (i.e., QSC, Biamp, etc).

The Supplier should also possess OEM specific certifications to gain basic, intermediate, and advanced programming skills to build system solutions as required.

The Supplier shall provide all Service providing personnel's contact information that will be servicing the Customer's specific project in advance of commencing the work. The details shall include the following, but not be limited to:

- (a) Contact Name;
- (b) Telephone Number;
- (c) Email Address;
- (d) Certifications (AVIXA, OEM specific certifications, and other certifications); and,
- (e) Experience.

2.6.16 Code Documentation

The Customer shall own all intellectual property on programming codes developed to integrate the various Products.

The Supplier must provide all final un-compiled codes, as installed in the final build and integration of Products to the Customer. Code documentation must be provided to Customer within five (5) Business Days following the request, or otherwise as mutually agreed upon between the Customer and the Supplier.

The Supplier must provide a well-documented code for the Customer to evaluate and approve before commencing the project, upon request by the Customer.

The Customer may request for a sample of coding to evaluate the quality of programming capabilities before signing a Customer Supplier Agreement or finalizing details of a Quick Quote.

2.6.17 Documentation and Knowledge Transfer

All Product documentation for any installation Services must be provided by Supplier to Customer (i.e. engineering drawings, wiring diagrams, up-to-date floor plans, electric diagrams etc.).

The Supplier shall provide manufacturer specification data sheets for any Product component, upon request by the Customer.

2.6.18 Product Testing

There is a breadth of Product requirements and a vast number of Customers across the Province of Ontario.

Suppliers and Customers shall mutually agree to Product testing requirements.

Prior to or during the CSA execution process, Customers may request Products for testing to ensure they meet their specific requirements and to assess their suitability for purpose. The duration and any associated costs of the testing shall be determined mutually by the Customer and Supplier.

Suppliers should:

- (a) Ensure that the Product will function appropriately within the Customer's environment;
- (b) Provide adequate information;
- (c) Provide the appropriate quantity and information required by the Customer to perform the test; and,

- (d) Work directly with Customers to ensure that the specifications and features meet their specific requirements.

The following requirements are applicable to ALL categories (A, B, & C)

2.7 Technical Support

The Supplier shall provide a number of technical support services to Customers, including, but not limited to, the following:

- (a) Standard business hours (i.e., 9 am to 5 pm, Monday to Friday) technical support;
- (b) Twenty-four hours a day, seven days a week (24/7) technical support; (*Optional*)
- (c) Telephone or toll-free number support;
- (d) Resolution and/or actions taken; and,
- (e) Printed manuals supplied with the Product and Services.

The Supplier may also provide Customers with online chat-room/technical forum and knowledge base access.

2.8 Environmental Considerations

Clients and OEM promote environmentally responsible practices to minimize environmental impact as it relates to the Resources in this RFP.

The Supplier shall report quarterly on its environmental performance during the Term of the Agreement including, but is not limited to, the following:

- (a) Environmental activities the Supplier participates in (e.g., fair trade practices, recycled content);
- (b) Tracking and reporting the Supplier's environmental improvement over time by providing information on carbon footprint reduction, EPEAT certification and energy consumption;
- (c) The Supplier's communication strategies used with Clients that reinforce sustainability;
- (d) Quality assurance program certificates the Supplier possesses (e.g., ISO 14001, Occupational Health and Safety Management Systems Requirements);
- (e) Environmental initiatives and associated implementation timelines, as applicable;
- (f) Relevant social responsibility plan and/or initiatives with implementation timelines, as applicable; and,
- (g) Any environmental considerations such as increased energy savings, greenhouse gas reductions and donation programs.

2.9 Maintenance out of the warranty period

The Supplier may be requested to provide out of warranty repairs to Customers. The Supplier shall provide labour costs based on the Rates submitted in this RFP. If parts have become obsolete, Supplier should provide alternatives where possible upon approval from Customer.

2.10 On-Site Services

While on-site, the Supplier is responsible for following all legislative requirements as well as the Customers' internal procedures including, but not limited to:

- (a) Communications procedures;
- (b) Environmental policy;
- (c) Health & Safety policy; and,

(d) Quality policy.

The Customer will issue the Supplier with all necessary documentation regarding their activities on-site.

In addition, the Supplier must receive approval from the Customer prior to carrying out work on any weekend, statutory holidays, and weekdays between the hours of 10:00 pm and 7:00 am.

2.11 Other Product and Services

During the Term of the Agreement, if mutually agreed by OEMC and the Supplier, other Product and Services may be added to the Agreement to align with Customer needs. Agreements will be amended accordingly as per 4.6 Optional Process to Add Other Products and Services.

2.12 Order Management

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

- (a) Electronic Data Interchange (“EDI”);
- (b) Email;
- (c) Supplier’s online ordering process;
- (d) Toll free phone; and/or,
- (e) Via purchase order through the Customer’s system.

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

2.12.1 Minimum Order

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

2.12.2 Order Acknowledgement

The Supplier shall acknowledge the receipt of an order by Customer immediately or within one (1) Business Day. The Supplier will include in this acknowledgement, any Product and/or Service ordered that cannot be fulfilled (e.g., back orders). The Customer, at its sole discretion may:

- (a) Cancel some or the entire order;
- (b) Ask the Supplier to ship only available Products and cancel any backorders; and/or,
- (c) Agree to an alternative delivery schedule based on anticipated Product and/or Service availability.

2.12.3 Order Changes and/or Cancellation

The Supplier shall accept new orders, order changes and/or cancellation as may be required based on Customer’s requirements, at no additional cost to the Customer.

2.12.4 Coordinating Bulk Purchases

The Supplier shall support coordinated bulk purchases initiated by OEMC and/or Customers for several Customers during the Term. If this occurs, OEMC or the Customer may negotiate a lower Rate with the Supplier for bulk purchases. OEMC or the Customer will ensure reasonable lead times for bulk purchases are requested.

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

2.12.5 Electronic Commerce

Customers currently use a variety of ERP, e-Procurement or financial systems (e.g., PeopleSoft, Jaggaer) for processing orders and payments. To support these processes, the Supplier will provide reasonable technology and implementation support, at any time during the Term, at no additional cost to the Customer.

2.13 Delivery

All Products shall be Delivered Duty Paid (“DDP”) to inside the door or the dock of the Customer’s location as requested by the Customer.

Delivery charges of any kind (e.g., for orders, replacements, recalls, returns, warranty) will **not** be accepted or paid.

The Supplier is responsible for delivery and receiving all services related material and equipment at the Customer’s location. The Customer will not be responsible for any delivery activities.

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

Products 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 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.

2.13.1 Delivery Lead Times

Installation of Product and Services will be as required by Customers unless otherwise mutually agreed upon.

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

2.13.2 Back Orders

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

2.13.3 Product Substitution

In the event that specific Product and Service is not available to fulfil the Customer’s order, the Supplier shall only substitute Product and Service upon advance approval from Customer’s designated personnel with Product and Service of equal or better functionality.

2.13.4 Damaged or Defective Shipment

The Supplier shall ensure the Product and Services meet the Customer’s specified quality levels and specifications. Product and Services may not be acceptable to the Customer if the Supplier did not follow the Customers instructions.

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

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

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

2.13.5 Returns

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

2.13.6 Recalls

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

The Supplier shall immediately report recalled Products to 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 repair or replace the Product at no additional cost to Customer.

2.13.7 Discontinued Products

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

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

2.14 Invoicing

The Supplier shall submit an invoice per shipment (aligned with packing slip) to the Customer after Product and Services have been delivered and installed as applicable to the appropriate Customer locations.

Flexibility in invoicing processes is required. The Supplier shall, for Customers using SciQuest, support cXML and/or portal invoicing functionality.

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 delivery address;
- (b) Invoice date and customer purchase order number;
- (c) Name of the person who placed the order and/or the Customer's purchase order number, as required;
- (d) Description of Products and/or Services provided, quantities and Rates;
- (e) Customer's cost centre number, general ledger number, as required; and,
- (f) HST and total cost.

2.14.1 Payment Terms and Methods

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

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

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

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

2.14.2 Electronic Fund Transfer

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

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

2.15 Support to Customers

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

- (a) Providing a responsive account executive (with applicable back-up) assigned to the Customer to support their needs by providing day-to-day and ongoing administrative support, and operational support;
- (b) Managing issue resolution in a timely manner;
- (c) Complying with agreed upon escalation processes to resolve outstanding issues;
- (d) Responding to Customer’s inquiries (e.g., to day-to-day activities) within one (1) Business Day;
- (e) Ensuring minimal disruption to the Customer;
- (f) Providing easy access to the Supplier (e.g., online, toll free telephone number, email, voicemail, chat or fax);
- (g) Providing 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.

2.15.1 Transition

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

2.15.2 Incentive to Customers

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

- (a) Increased online ordering including electronic commerce;
- (b) Use of Purchasing Card (“P-Card”) for immediate payment;

- (c) Early payment discount for Customers;
- (d) Trade in of old equipment;
- (e) Support for excess inventory;
- (f) Higher volumes;
- (g) Overall growth;
- (h) Collaborate with the Customer to arrange presentations. Workshops or industry specific events;
- (i) Support educational Customers by facilitating conferences or participation opportunities for students and faculty members;
- (j) Establish bursaries or financial support programs to assist students in pursuing their academic goals; and,
- (k) Securing keynote speakers or guests speakers from the industry.

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

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

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

2.16 Environmental and Sustainability Considerations

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

2.17 Social Procurement

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

2.18 Disaster Recovery and Business Continuity

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

2.19 Licences, Right to Use and Approvals

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

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

2.20 Workplace Hazardous Material 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 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.

2.21 Electrical Requirements

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

2.22 Accessibility for Ontarians with Disabilities Act

OECM and its Customers are committed to the highest possible standards for accessibility. The Supplier must be capable to recommend and deliver, as appropriate for the Deliverables, accessible and inclusive 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 <https://www.ontario.ca/laws/statute/05a11>

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

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

Stage	Type of Evaluation	Refer to RFP Section	Scoring Methodology and Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	3.2	Pass/Fail	Pass
Stage II	Technical Response	3.3	600	360
Stage III	Commercial Response	3.4	400	Not Applicable
Stage IV	Cumulative Score	3.5	1000	Not Applicable
Stage V	Tie Break Process	3.6	No Point Allocation	Not Applicable
Stage VI	Negotiations	3.7	No Point Allocation	Not Applicable
Stage VII	Master Agreement Finalization	3.8	No Point Allocation	Not Applicable

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

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

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

Title	OTP Envelope
Form of Offer	Qualification
Compliance with Form of Master Agreement	Qualification
Commercial Response (in Microsoft Excel format only and per proposed category) (Appendix C – Commercial Response)	Commercial

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

The Proponent will not be able to submit a Proposal after the Closing Date.

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 per Category of each Eligible Proposal.

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

- (a) All Categories; and,
- (b) Specific Category.

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

Only information contained within the Technical Response will be evaluated in Stage II.

Only Proposals that meet or exceed the minimum thresholds will receive a **pass** in this stage and proceed to Stage III of the evaluation process. The **overall threshold for the Technical Response is sixty percent (60%) or three hundred and sixty points (360)**, There are also individual thresholds per section.

Point allocations for the Technical Response sections are as follows:

Technical Response Sections	Available Points per Category			Minimum Threshold, if any
	Category A	Category B	Category C	
Applicable to All Categories				
1. OECM Zone Coverage		20		N/A
2. Order Management		50		30
3. Customer Support and Account Management		115		57.5
4. Environment and Sustainability		30		N/A
Subtotal:		215		N/A
Applicable to Each Specific Category				
5. Category Specific Proponent Experience and Capabilities	100	100	100	50
6. Category Specific Technical Services	250	250	250	125
7. Category Specific Customer Training Plans	35	35	35	17.5
Subtotal:		385		N/A
TOTAL POINTS:		600		360

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 applicable to all proposed Zones and used when determining the cumulative score by category as described below in Section 3.5.

3.4 Stage III – Commercial Response

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

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

Point allocations for the Appendix C - Commercial Response sections are as follows:

Commercial Response Sections	Available Points per Category		
	Category A	Category B	Category C
1. Product Discounts	200	200	200

Commercial Response Sections	Available Points per Category		
	Category A	Category B	Category C
2. Related Services	200	200	200
TOTAL POINTS:	400		

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

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

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR PRODUCT DISCOUNTS		
Proposed Rates	Calculation	Resulting Points
If Proponent 1 proposes the highest averaged percentage discount of 30%, it would receive 100% of the points allocated.	$30\% \div 30\% \times 10.0 \text{ Points}$	10.0
If Proponent 2 proposes the second highest averaged percentage discount of 24%, it will receive 80% of the points allocated.	$24\% \div 30\% \times 10.0 \text{ Points}$	8.0
If Proponent 3 proposes the third highest average percentage discount of 15%, it will receive 50% of the points allocated.	$15\% \div 30\% \times 10.0 \text{ Points}$	5.0

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

EXAMPLE – WHERE FIVE (5) PROPOSALS WERE RECEIVED WITH 100% DISCOUNT PROPOSED		
Number of Proposals with a proposed Rate of 100% 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, not applicable, or blank is entered in a Commercial Response 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, not applicable or blank in Appendix C – Commercial Response will receive a zero (0) point allocation for that particular Product and/or Service.

Where 0% is entered in any Rate cell, it is deemed to mean that the particular Product will be provided to Customers at Supplier's Canadian list price. Therefore, when evaluating and scoring the Rates, a Proposal specifying 0% in a Rate cell shall receive the minimum point allocation for that particular Product.

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

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR RELATED SERVICES		
Proposed Rates	Calculation	Resulting Points
If Proponent 1 proposes the lowest Rate of \$100.00, it would receive 100% of the 5 points allocated.	$\$100 \div \100×5 Points	5
If Proponent 2 proposes the second lowest Rate of \$200.00, it would receive 50% of the points allocated.	$\$100 \div \200×5 Points	2.5
If Proponent 3 proposes the third lowest Rate of \$400.00 for, it would receive 25% of the points allocated.	$\$100 \div \400×5 Points	1.25

Where **\$0.01** is entered in any Rate cell, it is deemed to mean that the particular Service **will be provided to Customers at no additional cost**. Therefore, when evaluating and scoring the Rates, a Proposal specifying \$0.01 in a Rate cell in the Commercial Response shall receive the maximum point allocation for that particular Service. The remaining Proposals will be evaluated using a relative formula based on the remaining percentage of available points regardless of the Proposals of \$0.01 Rate as per below example.

EXAMPLE – WHERE FIVE (5) PROPOSALS WERE RECEIVED WITH \$0.01 RATE PROPOSED		
Number of Proposals with a proposed Rate of \$0.01 for a particular Service	The number of remaining Proposals	The percentage (%) of the sub-point allocation for the remaining Proposals will be:
1	4	80%
2	3	60%
3	2	40%
4	1	20%

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

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

3.5 Stage IV – Cumulative Score

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

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

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

3.6 Stage V – Tie Break Process

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

3.7 Stage VI – Negotiations

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

The negotiations may include:

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

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

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

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

3.8 Stage VII – Master Agreement Finalization

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

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

[End of Part 3]

PART 4 – MASTER AGREEMENT STRUCTURE AND MANAGEMENT

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

4.1 Master Agreement Structure

OECM may, through this RFP process, enter into Master Agreements with one (1) or more suppliers per Category for the provision of the Products and Services.

The Term is intended to be for three (3) years, with an option in favour of OECM to extend the Term on the same terms and conditions for up to three (3) additional years. Performance as set out in Appendix G – Performance Management Scorecard and, if applicable, Supplier Recognition Program evaluation results will be considered when contemplating a Master Agreement extension and/or 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 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 Products and Services requirements. If selected by the Customer, the Supplier shall provide the Products and Services in accordance with the specifications stated in the Master Agreement and in the Customer's CSA.

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, 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 Product Rates shall be firm Rates per Category for the initial three (3) year term of the Master Agreement.

The proposed Service Rates shall be firm Rates per Category for the first year of the Master Agreement.

All proposed Rates shall be:

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

The Supplier may, however, lower its Rates and/or increase the minimum percentage discount off MSRP 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 in this Master Agreement. OECM will not consider any fixed costs or overhead adjustments in its review of the Supplier's documentation.

The Service Rates (e.g., Designer, Installation, Technician and additional services) cannot exceed the year over year increase in Consumer Price Index provided by Statistics Canada, at the time notice is provided. For more information, please refer to: <https://www150.statcan.gc.ca/n1/daily-quotidien/180223/dq180223a-eng.htm>.

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 Service Rate refresh on the anniversary date of the Master Agreement and every anniversary thereafter.

Minimum percentage discounts off Canadian list prices for products shall be firm Rates for the initial three (3) year term of the Master agreement. However, the Supplier may request a Product Rate refresh at the renewal of the optional three (3) year term of the Master Agreement. Minimum percentage discounts off Canadian list prices shall be held firm thereafter.

Where applicable, a Supplier wishing to add other OECM Zones may do so by offering Rates comparable to the current Master Agreement Zone Rates, if agreed to by OECM.

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.

The Service Rates (e.g., Designer, Installation, Technician and additional services) cannot exceed the year over year increase in Consumer Price Index provided by Statistics Canada, at the time notice is provided. For more information, please refer to: <https://www150.statcan.gc.ca/n1/daily-quotidien/180223/dq180223a-eng.htm>

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. newly available Products, new technology and Services) may be added to the Master Agreement at each Master Agreement anniversary date to align with Customer needs.

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

Additional Product and Service requests from the Supplier must be accompanied by appropriate documentation (e.g., Product and/or Service description, and rationale for the addition).

Volumes and Supplier's performance (i.e., as described in Appendix G – Performance Management Scorecard and/or Supplier Recognition Program evaluation results) will be considered when contemplating adding Products, and Services. In the event the Supplier's performance is poor and/or unacceptable, OECM may not agree to the Supplier's Product and/or Service 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 by the Supplier to the Customers throughout the Term.

CRF will be calculated as follows:

EXAMPLE OF HOW CRF WILL BE CALCULATED FOR THE SECOND CALENDAR QUARTER WITH A CRF = 2%				
Sales per Month	Calculation	CRF	HST (13%)	Total CRF Payment to OECM
If Supplier has \$100,000 total sales in April	\$100,000 x 2% CRF	\$2000	\$260	\$2,260
If Supplier has \$200,000 total sales in May	\$200,000 x 2% CRF	\$4,000	\$520	\$4,520
If Supplier has \$300,000 total sales in June	\$300,000 x 2% CRF	\$6,000	\$780	\$6,780

The CRF shall be paid to OECM, via EFT, on a quarterly basis based on the calendar year by the fifteenth (15th) Business Day of May, August, November and February of the applicable quarter.

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

CRF Payments	Payment Date
The first CRF, including any Customer purchases made between the Master Agreement execution date and December 31, 2023 shall be paid to OECM by:	February 15, 2024
The next CRF, including any Customer purchases made between January 1, 2024 to March 31, 2024, shall be paid to OECM by:	May 15, 2024
The next CRF, including any Customer purchases made between April 1, 2024 to June 30, 2024, shall be paid to OECM by:	August 15, 2024
The next CRF, including any Customer purchases made between July 1, 2024 to September 30, 2024, shall be paid to OECM by:	November 15, 2024

Quarter	Spend Month	CRF Payment Due Date
Q1	January February March	May 15 of each year
Q2	April May June	August 15 of each year
Q3	July August September	November 15 of each year
Q4	October November December	February 15 of each year

HST is applicable to the CRF payments made to OEMC.

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

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

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

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

4.9 Financial Administration Act Section 28

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

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

4.10 Saving Calculation

OEMC 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 OEMC

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

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

- ii. Review and monitor performance management compliance;
- (f) Complying with Appendix H – Code of Conduct requirements as described on the OEMC website at <https://oecm.ca/suppliers/#code-of-conduct>
- (g) Managing issue resolution in a timely manner;
- (h) Complying with agreed upon escalation processes to resolve outstanding issues;
- (i) Timely submission of reports as described in Appendix F – Reporting Requirements; and,
- (j) Complying with Master Agreement close out processes (e.g., ensuring all Master Agreement obligations have been fulfilled, such as submission of final reporting and CRF payments to OEMC).

4.11.1 Master Agreement Award and Launch

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

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

4.11.2 Promoting OEMC Master Agreements

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

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

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

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

- (a) Using online communication tools to inform and educate;
- (b) Holding information sessions and webinars, as required;
- (c) Attending, where appropriate, Customer and Supplier events;
- (d) Facilitating CSA execution, where appropriate;
- (e) Facilitating Second Stage requests, as required;
- (f) Providing effective business relationship management;
- (g) Managing and monitoring Supplier performance;

- (h) Facilitating issue resolution; and,
- (i) Marketing Supplier promotions.

4.11.3 Supplier's Performance Management Scorecard

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

4.11.4 OECM's Supplier Recognition Program

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

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

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

Further details will be provided to the Suppliers.

4.11.5 Reporting to OECM

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

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

[End of Part 4]

PART 5 – TERMS AND CONDITIONS OF THE RFP PROCESS

5.1 General Information and Instructions

Procurement Process Non-Binding

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

- (a) This RFP shall not give rise to any contract A – based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and,
- (b) Neither the Proponent nor OECCM 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
OECCM's Issue Date of RFP:	August 25, 2023
Proponent's Information and OTP Demonstration Session:	2:00 pm on August 29, 2023
Proponent's Deadline to Submit Questions:	5:00 pm on September 1, 2023
OECCM's Deadline for Issuing Answers:	September 6, 2023
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on September 8, 2023
OECCM's Deadline for Issuing Final Documents:	September 13, 2023
Closing Date:	2:00:00 pm on September 29, 2023
Anticipated Master Agreement Start Date:	December 2023

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

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

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

5.1.2 Proponent's Information and OTP Demonstration Session

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

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

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

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

Information provided during this session will be posted on OTP.

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

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

5.1.3 Proponent to Follow Instructions

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

5.1.4 OECM's Information in RFP Only an Estimate

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

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

5.1.5 Proponent's Costs

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

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

5.2 Communication after RFP Issuance

5.2.1 Communication with OECM

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

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

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

5.2.2 Proponent to Review RFP

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

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

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

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

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

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

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

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

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

5.2.3 Proponent to Notify

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

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

The Proponent shall not:

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

5.2.4 All New Information to Proponents by way of Addenda

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

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

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

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

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

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

5.3 Proposal Submission Requirements

5.3.1 General

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

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

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

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

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

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

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

5.3.2 Proposal in English

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

5.3.3 Proposal Submission Requirements

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

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

Appendix/Form Title	OTP Envelope	Complete Form within OTP	Complete Appendix and Upload to OTP
Form of Offer	Qualification	√	
Appendix I - OEM Undertaking, if applicable	Qualification		√
Technical Response	Technical	√	
Appendix C – Commercial Response (in Microsoft Excel format only)	Commercial		√

5.3.4 Other Proposal Considerations

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

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

5.3.5 Proposal Receipt by OECM

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

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

5.3.6 Withdrawal of Proposal

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

5.3.7 Amendment of Proposal on OTP

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

5.3.8 Completeness of Proposal

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

5.3.9 Proposals Retained by OECM

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

5.3.10 Acceptance of RFP

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

5.3.11 Amendments to RFP

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

5.3.12 Proposals will not be Opened Publicly

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

5.3.13 Clarification of Proposals

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

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

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

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

5.3.14 Verification of Information

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

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

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

5.3.15 Proposal Acceptance

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

5.3.16 RFP Incorporated into Proposal

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

5.3.17 Exclusivity of Contract

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

5.3.18 Substantial Compliance

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

5.3.19 No Publicity or Promotion

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

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

5.4 Negotiations, Timelines, Notification and Debriefing

5.4.1 Negotiations with Preferred Proponent

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

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

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

5.4.2 Failure to Execute a Master Agreement

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

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

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

5.4.3 Master Agreement

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

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

5.4.4 Notification to Other Proponents

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

5.4.5 Debriefing

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

5.4.6 Bid Dispute Resolution

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

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

A protest in writing should include the following:

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

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

5.5 Prohibited Communications, and Confidential Information

5.5.1 Confidential Information of OECM

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

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

5.5.2 Confidential Information of the Proponent

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

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

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

5.5.3 Proponent's Submission

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

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

5.5.4 Personal Information

Personal Information shall be treated as follows:

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

5.5.5 Non-Disclosure Agreement

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

5.5.6 Freedom of Information and Protection of Privacy Act

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

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

5.5.7 Intellectual Property

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

5.6 Reserved Rights and Governing Law of OECM

5.6.1 General

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

- (a) Make public the names of any or all Proponents;
- (b) Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information, if accepted, into the Proposal, at OECM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- (c) Waive formalities and accept Proposals that substantially comply with the requirements of this RFP;
- (d) Verify with any Proponent or with a third party any information set out in a Proposal;
- (e) Check references other than those provided by Proponents;
- (f) With supporting evidence, disqualify any Proponent on grounds such as:
 - i. Bankruptcy or insolvency;
 - ii. False declarations;
 - iii. Significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior agreement or agreements;
 - iv. Final judgments in respect of serious crimes or other serious offence; or,
 - v. Professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent;
- (g) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- (h) Disqualify any Proponent whose Proposal is determined by OECM to be non-compliant with the requirements of this RFP;
- (i) Disqualify a Proposal based upon the past performance or on inappropriate conduct in a prior procurement process, or where the Proponent has or the principals of a Proponent have previously breached an agreement with OECM, or has otherwise failed to perform such agreement to the reasonable satisfaction of OECM (i.e., has not submitted required reporting and/or Cost Recovery Fees to OECM);
- (j) Disqualify any Proponent, who, in relation to this RFP or the evaluation and selection process, has engaged directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the Supplier;
- (k) Disqualify the Proponent who has been charged or convicted of an offence in respect of an agreement with OECM, or who has, in the opinion of OECM, engaged in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion, unethical conduct, including lobbying as described above or other forms of deceitfulness, or other inappropriate communications offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of OECM, or where the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM;
- (l) Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal;
- (m) Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (n) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (o) Reject a Subcontractor proposed by a Proponent within a Consortium;

- (p) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECEM;
- (q) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
 - i. OECEM determines it would be in the best interest of OECEM not to award a Master Agreement,
 - ii. the Proposal prices exceed the bid prices received by OECEM for Products and Services acquired of a similar nature and previously done work,
 - iii. the Proposal prices exceed the costs OECEM or its Customers would incur by doing the work, or most of the work, with its own resources,
 - iv. the Proposal prices exceed the funds available for the Products and Services, or,
 - v. the funding for the acquisition of the proposed Products and Services has been revoked, modified, or has not been approved,
 and where OECEM cancels this RFP, OECEM may do so without providing reasons, and OECEM 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 OECEM receives a Proposal from a Proponent with Rates that are abnormally lower than the Rates in other Proposals, OECEM 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 OECEM and/or its Customers or is otherwise engaged in a dispute with OECEM 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 OECEM 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 OECEM exercising any of its express or implied rights under this RFP.

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

5.6.2 Rights of OECEM – Proponent

In the event that the Preferred Proponent fails or refuses to execute the Master Agreement within allotted time from being notified, OECEM 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, OECEM 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.

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

5.6.3 No Liability

The Proponent agrees that:

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

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

5.6.4 Assignment

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

5.6.5 Entire RFP

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

5.6.6 Priority of Documents

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

5.6.7 Disqualification for Misrepresentation

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

5.6.8 References and Past Performance

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

5.6.9 Cancellation

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

5.6.10 Competition Act

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

5.6.11 Trade Agreements

The Proponent should note that procurements coming within the scope of either Chapter 5 of the Canadian Free Trade Agreement, Chapter 19 of the Comprehensive Economic and Trade

Agreement ("CETA") or within the scope of the Trade and Cooperation Agreement between Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP.

For more information, refer to the following:

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

5.6.12 Governing Law

The terms and conditions in this Part 5:

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

[End of Part 5]

APPENDIX A – DEFINITIONS

Definitions

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

“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) every hospital (i.e., public hospital, private hospital that received public funds in the previous fiscal year of the Government of Ontario, a community health facility within the meaning of the Oversight of Health Facilities and Devices Act that was formerly licensed under the Private Hospitals Act and that received public funds in the previous fiscal year of the Government of Ontario, and the University of Ottawa Heart Institute);
- (b) every school board,
- (c) every university in Ontario;
- (d) every college of applied arts and technology and post-secondary institution;
- (e) every agency designated as a children’s aid society under subsection 34 (1) of Part III of the *Child, Youth and Family Services Act, 2017*;
- (f) every corporation controlled by one (1) or more designated Broader Public Sector organizations that exists solely or primarily for the purpose of purchasing goods or services for the designated Broader Public Sector organizations;
- (g) every publicly funded organization that received public funds of 10 million dollars or more in the previous fiscal year of the Government of Ontario; and,
- (h) every organization that is prescribed for the purposes of this definition;

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

See <https://www.ontario.ca/page/find-school-board-or-school-authority>; and,

See <https://www.ontario.ca/page/go-college-or-university-ontario>;

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

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

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

“Commercial Grade” or “Commercial Grade TV/Displays” means a television/display designed and built specifically for commercial applications and professional use in various public settings and are engineered to operate 16-24 hours for seven (7) days a week

“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 OECCM 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 OECCM, the Customer, the Proponent or any third-party; (ii) all information (including Personal Information) that OECCM 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 OECCM 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 OECCM 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;

“Consumer Grade” or “Consumer Grade TV/Displays” means a television/display primarily intended for individual consumers, as opposed to commercial or professional applications.

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

“Customer” means an organization such as educational entities (e.g., school boards or authorities, Provincial and Demonstration Schools Branch with the Ontario Ministry of Education, colleges, and universities, and may also include Private Schools and Private Career Colleges), health and social service entities, hydro, the Legislative Assembly, Municipalities and related Service Organizations, not-for-profit organizations, Ontario Electricity Financial Corporation, Ontario Power Authority, provincially funded organizations (“PFO”), shared service organizations, utilities and local boards, and any other Ontario Broader Public Sector (“BPS”) agency, Ontario Public Service (“OPS”) ministry, agency,

board or commission, Crown corporations, First Nations federal agencies, Indigenous Organizations and Communities, and other provincial, territorial and federal public sector entities/agencies or similar entities not mentioned here;

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

“Deliverable” means all 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;

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

“Municipalities” means municipalities in Ontario under the *Municipal Act*, the *City of Toronto Act* (for the City of Toronto), *District Municipality of Muskoka Act* (for the District of Muskoka), *Regional Municipalities Act* (for the regional municipalities of Durham, Halton, Niagara, Peel, Waterloo and York), every local board in Ontario as defined in the *Municipal Affairs Act and the Municipal Act* and related Service Organizations. See [List of Ontario municipalities | Ontario.ca](https://www.ontario.ca/gov/list-of-ontario-municipalities);

“OECCM” means the Ontario Education Collaborative Marketplace;

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

“Ontario Public Service” or **“OPS”** means Ontario Public Service entities, the ministries and other administrative units of Ontario over which ministers of Ontario preside (including their agencies, boards, commissions, and Crown corporations);

“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 OECCM on behalf of a Customer, seeking Rates and relevant Products and Services specific to a Customer’s organization;

“PFO” means a provincially funded organization;

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

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

“Product” means all Digital Signage, Digital Scoreboards and Audio-Visual System Solutions Products to be provided by the Supplier, under the Master Agreement, and includes everything that is necessary to be supplied, provided or delivered by the Supplier;

“Project Advisors” 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;

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

“Qualification Response” means the information the Proponent submits within OTP as part of the Qualification Envelope;

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

“Request for Proposals” or **“RFP”** means this Request for Proposal #2023-408 issued by OECM, including all appendices and addenda thereto;

“Service” means all professional 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;

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

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

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

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

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

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

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

APPENDIX B – FORM OF MASTER AGREEMENT

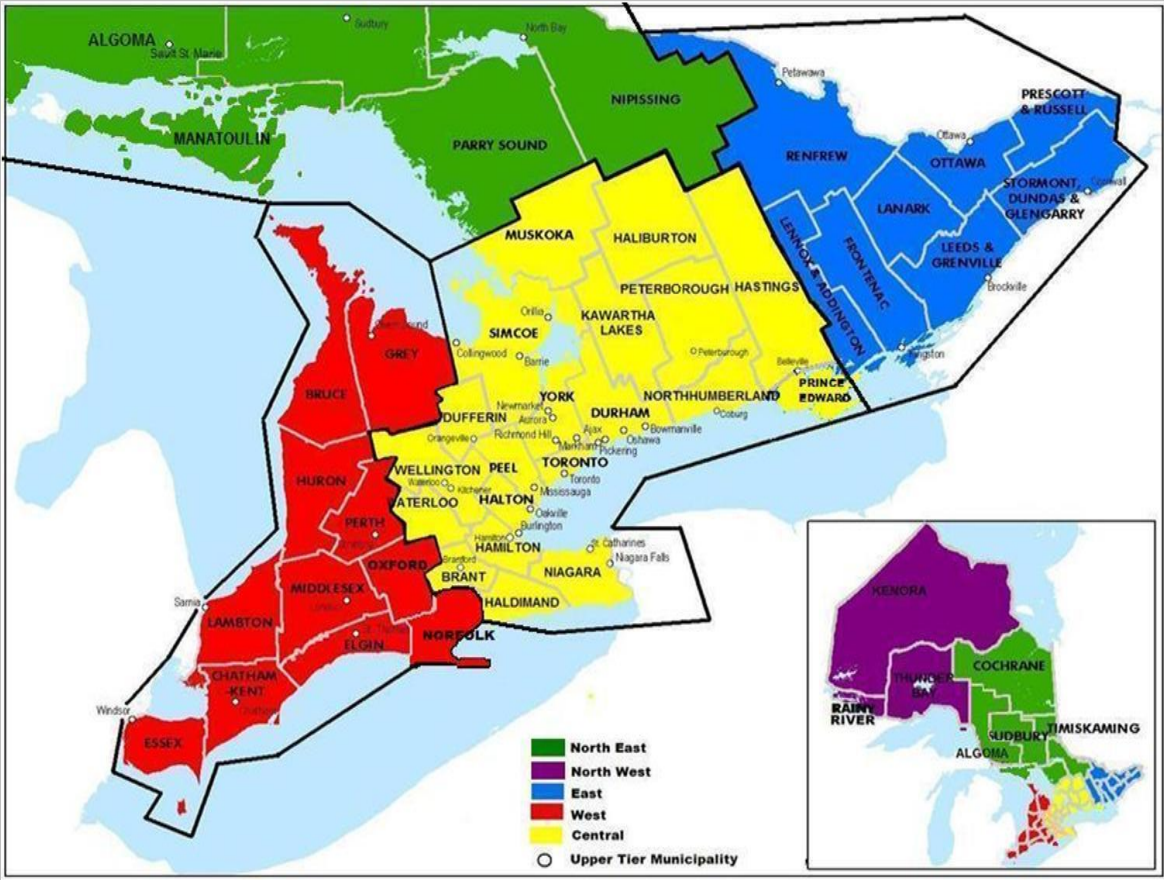
This appendix is posted on OTP as a separate PDF document.

APPENDIX C – COMMERCIAL RESPONSE

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

APPENDIX D – OEMC GEOGRAPHICAL ZONES

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



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

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

APPENDIX F – REPORTING REQUIREMENTS

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

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

Final reporting requirements will be determined during negotiations.

APPENDIX G – PERFORMANCE MANAGEMENT SCORECARD

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

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

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

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

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

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

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

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

Customer-Specific Performance Measures		
Key Performance Indicator	Performance Measurement	Performance Goal
Implementation Timelines	Timely completion of implementation projects in adherence to agreed-upon timelines	98% of the time
Delivery Lead Times	Timely delivery of hardware in adherence to agreed-upon timelines	98% of the time
Supplier Response Time to Customers	Within 2 Business Days	98% of the time
Dead on Arrival (DOA) – Faulty Products	Per quarter	Less than 1%
Customer Issues – Number of Customer Complaints	Total of Customer complaints quarterly out of total Customer requests	Customer complaints are less than 2% of total Customer requests
Accurate Invoicing	Number of Invoicing errors quarterly	98% accuracy
Account Executive Response Time	Response time of less than 1 Business Day	98% of the time

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

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

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

Penalties and Rewards

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

APPENDIX H – CODE OF CONDUCT

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

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

The Supplier is expected to:

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

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

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

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

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

For more information, visit OECM's website at <https://oecm.ca/suppliers/#code-of-conduct>

APPENDIX I – 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 of the proposed Products. Therefore, if the Proponent is the OEM of the proposed Products, the Proponent is not required to complete and submit this undertaking, but all other Proponents are.

To: OECCM and the Proponent

Proponent's Name _____

OEM's Name _____

Re: Proponent's Proposal in response to OECCM's RFP Supply and Installation of Digital Signage, Digital Scoreboards, and Audio-Visual System Solutions #2023-408

The OEM Products proposed by the above-noted Proponent are:

- [Insert Product information]
- [Insert Product information]
- [Insert Product information]

The OEM:

1. Agrees and confirms that:
 - a. It is the OEM of the above identified Products;
 - b. It meets the minimum Product warranty as described in the RFP;
 - c. It will support the Proponent with respect to Product issues, and repairs;
 - d. It authorizes the Proponent to sell:
 - i. The above-noted OEM Products; and,
 - ii. The Product warranty coverage.
2. Shall honour the warranty as described in the RFP as if the warranty had been acquired directly from the OEM, despite payment for such warranty being paid to the Proponent.
3. Shall immediately provide written notice to OECCM, indicating the effective date of loss, if the Proponent prior to Agreement award or the Supplier during the Term of the Agreement loses authorized dealer status. If such date is on or after the Effective Date of the Agreement, the OEM shall:
 - a. Find another authorized dealer with respect to the OEM's Products acceptable to OECCM acting reasonably, to assume the Agreement (including existing and establishing new Customer-Supplier Agreements with Customers);
 - b. Assume the Agreement (including existing and establishing new Customer-Supplier Agreements with Customers) and 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; or,
 - c. Enter into a new Agreement (including existing and establishing new Customer-Supplier Agreements with Customers) with OECCM on the same or similar terms and conditions.

4. Agrees that, if OEMC terminates the Agreement with the Supplier for cause, the OEM shall:
- a. Find another authorized dealer with respect to the OEM's Products acceptable to OEMC acting reasonably, to assume the Agreement (including existing and establishing new Customer-Supplier Agreements with Customers);
 - b. Assume the Agreement (including existing and establishing new Customer-Supplier Agreements with Customers) and 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; or,
 - c. Enter into a new Agreement (including existing and establishing new Customer-Supplier Agreements with Customers) with OEMC on the same or similar terms and conditions.

OEM's Name

OEM's Representative's Name
I have authority to bind the OEM

OEM's Representative's Title

OEM's Representative's Telephone Number

OEM's Representative's Email Number

Date