

EPS - Customer User Guide

Environmental Professional Services Master Agreements

TABLE OF CONTENTS

PART 1 – INTRODUCTION	2
1.1 About OECM	2
1.2OECM Sourcing Process	
1.3 The Ontario Broader Public Sector Procurement Directive	2
1.4 Trade Agreements	2
PART 2 – PROCUREMENT BACKGROUND	
2.1 Purpose of Procurement	
2.2 Objective of the RFSQ	
2.3Supplier Experience and Qualifications	3
PART 3 – SERVICES	3
3.1 Description of Services	3
PART 4 – MASTER AGREEMENT DETAILS	
4.1 Master Agreement Construct	
4.2Suppliers	
4.3 Master Agreement Term	
4.4 Customer-Supplier Agreement	4
Part 5 – OECM'S AGREEMENT MANAGEMENT	-
5.1	
5.2Supplier Recognition Program	5
PART 6 – GEOGRAPHICAL LOCATIONS IN ONTARIO	6
PART 7 – SUPPLIER INFORMATION	8
PART 8 – HOW TO USE THESE MASTER AGREEMENTS	
8.1 Customer's Procurement Policies and Procedures	
8.2 How to Get Started	
8.3 Master Agreement Material on OECM Website	
8.4 How does a Customer Secure Services and Pricing?	
PART 9 – OECM CONTACT INFORMATION	
9.1 Who at OECM can help with Questions?	122
APPENDIX A – REQUEST FOR SERVICES TEMPLATE	133
APPENDIX B - EVALUATION OF RFS SUBMISSIONS TEMPLATE	
APPENDIX C – PROPOSED RATES TEMPLATE	
APPENDIX D – REFERENCE FORM TEMPLATE	18

PART 1 – INTRODUCTION

This User Guide provides OECM Customers with information and assistance on how to use the OECM Environmental Professional Services Master Agreements.

1.1 About OECM

OECM contracts with innovative, reputable Suppliers to offer a comprehensive choice of collaboratively sourced and competitively priced products and services through its Marketplace, the goal of which is to generate significant value and savings, quality of choice, and consistent service for its Customers. In addition to the Marketplace, OECM offers contract management services, procurement advisory services, business analytics, and opportunities for knowledge sharing.

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 of collaboration, responsiveness, integrity, innovation, and respect, 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 that aims to drive long-term performance by recognizing and motivating Suppliers to deliver continued savings, value, choice, and service to Customers.

1.2 OECM Sourcing Process

OECM Master Agreements including these Master Agreements, are established through the issuance of formal procurement documents (e.g., Request for Proposals ("RFP"), Request for Supplier Qualification ("RFSQ")).

The evaluation of proposals submitted in response to the RFSQ issued for this project resulted in the identification of qualified Suppliers and the signing of Master Agreements between those Suppliers and OECM.

1.3 The Ontario Broader Public Sector Procurement Directive

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

1.4 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 the Master Agreements.

PART 2 – PROCUREMENT BACKGROUND

This part of the User Guide provides background information related to these Master Agreements.

2.1 Purpose of Procurement

The non-binding Request for Supplier Qualifications ("RFSQ"), issued by OECM, was an invitation to obtain Proposals from qualified Proponents for Environmental Professional Services ("Services") for the purpose of pre-qualifying Suppliers and creating multiple Master Agreements for OECM Customers.

Master Agreements were not awarded by a particular geographical area. The Suppliers were asked, however, to identify the Ontario Regions, Counties, Districts, or Single-Tier locations where it can provide the Services. Refer to Parts 6 and 7 below for more information.

2.2 Objective of the RFSQ

The objective of this RFSQ was to:

- Establish a list of pre-qualified, quality Suppliers able to provide a wide range of Services to OECM Customers;
- (b) Attract and award local qualified Suppliers across the province;
- (c) Inform Suppliers of the Customer's Second Stage process;
- (d) Provide Customers with professional and responsive customer support; and,
- (e) Reduce the costs of associated competitive procurement processes on an ongoing basis (i.e., fewer of the same, competitive procurement documents issued by Customers).

2.3 Supplier Experience and Qualifications

The Suppliers have experience and qualifications including:

- (a) Demonstrated knowledge and experience in environmental professional services;
- (b) Demonstrated expertise on the requirements of Ontario Regulations: O.Reg 278/05 Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations, O.Reg 490/09 Designated Substances; O. Reg. 153/04 Records of Site Condition, and O. Reg. 406/19 On-site and Excess Soil Management and,
- (c) Possessing credentials and training certificates as required (e.g., P. Eng. and/or C.E.T.)

PART 3 – SERVICES

3.1 Description of Services

The Suppliers provide various Environmental Professional Services such as:

- (a) Category A Indoor Environmental Professional Services;
 - i. Surveying and assessment work relating to building environments and/or designated substances, including annual inspection of asbestos, designated substance surveys and ad hoc testing for moulds and other pathogens;
 - Providing design, contract supervision, air monitoring (when required) and administration of abatement projects and/or studies required by the Customers for asbestos and other designated substances;
 - iii. Providing Customers with assistance and expertise for the development of infectious disease control programs;
 - iv. Reporting of all testing results for each site and for each type of work and/or survey (e.g., drinking water testing for lead); and

- v. Other environmental professional Services, as required by the Customer.
- (b) Category B Outdoor Environmental Professional Services;
 - i. Providing three (3) phases of Environmental Site Assessment ("ESA") Services:
 - ii. Providing Supervision and Design of Contamination Site Remediation Services;
 - iii. Providing excess soil management Services; and,
 - iv. Other Services.

Refer to the Master Agreement for a full description of all Services.

PART 4 – MASTER AGREEMENT DETAILS

4.1 Master Agreement Construct

The Master Agreements were executed between OECM and the Suppliers. The entire Master Agreement, for each Supplier, is applicable to every executed Customer-Supplier Agreement ("CSA") between the Customer and the Supplier.

4.2 Suppliers

The following Suppliers have executed Master Agreement with OECM:

- 1. Aeon Egmond Ltd. (Category B)
- 2. Arcadis Canada Inc. (Categories A and B)
- 3. CM3 Environmental Inc. (Categories A and B)
- 4. Comco Canada Ltd. (Category B)
- 5. ECOH Management Inc. (Categories A and B)
- 6. EnVision Consultants Ltd. (Category B)
- 7. InAIR Environmental Ltd. (Categories A and B)
- 8. Maple Environmental Inc. (Category A)
- 9. OGEE Solutions Inc. (Categories A and B)
- 10. OHE Consultants (Categories A and B)
- 11. Peritus Environmental Consultants Inc. (Categories A and B)
- 12. Pinchin Ltd. (Categories A and B)
- 13. RiskCheck Environmental Ltd. (Categories A and B)
- 14. S2S Environmental Inc. (Categories A and B)
- 15. Safetech Environmental Ltd. (Categories A and B)
- 16. The Greer Galloway Group Inc. (Category B)

Refer to Part 7 of this document for detailed Supplier contact, and geographical area information.

4.3 Master Agreement Term

The Master Agreements term is:

- (a) Effective as of December 7, 2023;
- (b) Initial expiry date of December 6, 2028; and,
- (c) If extended, will expire on December 6, 2031.

4.4 Customer-Supplier Agreement

Customers cannot purchase Master Agreement Services without first entering into their own separate agreement, called a CSA, with one (1) or more Suppliers. The CSA is Schedule 2 of the Master Agreement.

All terms and conditions of the Master Agreement apply to the CSA. In the event of a conflict or inconsistency between the CSA and the Master Agreement, the Master Agreement shall govern unless the Master Agreement provides otherwise.

The Customer should complete various aspects of the CSA applicable to their organizations. The CSA Template is available on OECM's website.

Part 5 – OECM'S AGREEMENT MANAGEMENT

5.1 Master Agreement Supplier Contract Performance and Relationship Management

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

- (a) Assigning to OECM a Supplier Account Executive and team responsible for supporting and overseeing all aspects of the Master Agreement;
- (b) Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- (c) Promoting the Master Agreement within the Customer community;
- (d) Maintaining OECM's and Customer's confidentiality by not disclosing Confidential Information without the prior written consent of OECM and/or the Customer
- (e) Attending business review meetings with OECM to review such information as:
 - a. CSAs and upcoming opportunities; and,
 - b. Review and monitor performance management compliance;
- (f) Complying with OECM's Supplier Code of Conduct requirements;
- (g) Managing issue resolution in a timely manner;
- (h) Complying with agreed upon escalation processes to resolve outstanding issues;
- (i) Timely submission of Supplier reports; and,
- (j) Complying with Master Agreement close out processes (e.g., ensuring all Master Agreement obligations have been fulfilled, such as submission of final reporting and CRF payments to OECM.

5.2 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 a Supplier Recognition Program ("SRP"). Through the SRP, OECM objectively assesses Supplier's performance using an open, fair, and transparent framework to recognize and reward top-performing Suppliers on an annual basis.

The following five (5) key areas of focus that Suppliers will be measured upon include:

- (a) On time delivery of high-quality Services;
- (b) Customer satisfaction;
- (c) On-time Master Agreement activity reporting to OECM;
- (d) On-time CRF remittance; and,
- (e) Continuous improvement.

PART 6 – GEOGRAPHICAL LOCATIONS IN ONTARIO

Suppliers provide Services in various Regions, Counties, Districts and Single-Tier locations in Ontario.

Refer to Part 7 for Supplier Information.

Counties	Districts	Regions	Single-Tier
Bruce	Algoma	Durham	Brant
Dufferin	Cochrane	Halton	Chatham-Kent
Elgin	Kenora	Niagara	Haldimand
Essex	Manitoulin	Peel	Hamilton
Frontenac	Muskoka	Waterloo	Kawartha Lakes
Grey	Nipissing District	York	Norfolk
Haliburton	Parry Sound		Ottawa
Hastings	Rainy River		Prince Edward
Huron	Sudbury		Toronto
Lambton	Thunder Bay		
Lanark	Timiskaming		
Leeds and Grenville			
ennox and Addington			
Middlesex			
Northhumberland			
Oxford			
Perth			
Peterborough			
Prescott and Russell, United Counties			
Renfrew			
Simcoe			
Stormont, Dundas and Glengarry			
Wellington			



PART 7 – SUPPLIER INFORMATION

SUPPLIER INFORMATION			
SUPPLIER CONTACT INFORMATION	GEOGRAPHIC AREA THE SUPPLIER SERVICES	Categories A and/or B	
Aeon Egmond Ltd. 2233 Argentia Road, East Tower, Suite 302 Mississauga, ON L5N 2X7 Contact: Charna Cozole <u>ckozole@aelenv.com</u> (416) 657-2367	Counties – All Districts – All Regions – All Single-Tier Locations – All	Category B	
Arcadis Canada Inc. 121 Granton Drive Suite 12, Richmond Hill ON L4B 3N4 Contact: Kelly Smith_ <u>kelly.m.smith@arcadis.com</u> (416) 200-8867	Counties – All Districts – All Regions – All Single-Tier Locations – All	Categories A and B	
CM3 Environmental Inc. 5710 Akins Road, Ottawa, ON K2S 1B8 Contact: Richard Pope <u>richard@cm3environmental.com</u> (613) 983-2092	Counties – All Districts – All Regions – All Single-Tier Locations – All	Categories A and B	
Comco Canada Ltd. 100 Welham Road, Barrie, ON L4N 8Y4 Contact: Connor Bujold <u>connorbujold@comcocanada.com</u> (705) 728-0905	Counties – All Districts – Algoma; Cochrane; Manitoulin; Muskoka; Nipissing District; Parry Sound; Sudbury Regions – All Single-Tier Locations – Brant; Chatham- Kent; Haldimand; Hamilton; Kawartha Lakes; Norfolk; Prince Edward; Toronto	Category B	
ECOH Management Inc. 75 Courtneypark Drive West, Unit 1 Mississauga, ON L5W 0E3 Contact: John P. Kocjan jkocjan@ecoh.ca (416) 473-9463	Counties – All Districts – All Regions – All Single-Tier Locations – All	Categories A and B	
EnVision Consultants Ltd. 6415 Northwest Drive, Mississauga, Ontario, L4V1X1 Contact: Paul Orchard <u>porchard@envisionconsultants.ca</u> (416) 200-1593	Counties – All Districts – All Regions – All Single-Tier Locations – All	Category B	

SUPPLIER INFORMATION		
SUPPLIER CONTACT INFORMATION	GEOGRAPHIC AREA THE SUPPLIER SERVICES	Categories A and/or B
InAIR Environmental Ltd 31-2000 Thurston Dr. Ottawa, ON K1G 4K7 Contact: Jimmy Chahwan jimmy.chahwan@inairenvironmental.ca (613) 224-3863 x223 (613) 262-6293 (Cell)	Counties – All Districts – All Regions – All Single-Tier Locations – All	Categories A and B
Maple Environmental Inc. 482 South Service Road East Suite 116 Oakville, Ontario L6J 2X6 Contact: Kyle Prosser <u>kprosser@mapleenv.com</u> (905) 257-4408 x111 (905) 601-6301 (Cell)	Counties – All Districts – All Regions – All Single-Tier Locations – All	Category A
OGEE Solutions Inc. 77 City Center Drive, Suite #501, East Tower Mississauga, ON L5B 1M5 Contact: Oliver Gonzalez <u>oliver@ogeesolutions.com</u> (647) 588-7660	Counties – Bruce; Dufferin; Elgin; Grey; Haliburton; Hastings; Huron; Lennox & Addington; Middlesex; Northhumberland; Oxford; Perth; Peterborough; Simcoe; Wellington Districts – Muskoka; Parry Sound Regions – All Single-Tier Locations – Brant; Haldimand; Hamilton; Kawartha Lakes; Norfolk; Toronto;	Categories A and B
OHE Consultants 311 Matheson Blvd East, Mississauga, Ontario L4Z 1X8 Contact: Michal Zitnik_ <u>mzitnik@oheconsultants.com</u> (905) 890-9000 x260 and/or (416) 562-0083 (Cell)	Counties – All Districts – All Regions – All Single-Tier Locations – All	Categories A and B
Peritus Environmental Consultants Inc. 320 Woolwich St S., Breslau ON, N0B 1M0 Contact: Naz Ritchie <u>naz.ritchie@peritusenv.com</u> (519) 594-0018 x277	Counties – All Districts – All Regions – All Single-Tier Locations – All	Categories A and B
Pinchin Ltd. 2360 Meadowpine Blvd. Unit 2 Mississauga, ON L5N 6S2 Contact: Michael Maiorana <u>mmaiorana@pinchin.com</u> (289) 678-0697	Counties – All Districts – All Regions – All Single-Tier Locations – All	Categories A and B

SUPPLIER INFORMATION			
SUPPLIER CONTACT INFORMATION	GEOGRAPHIC AREA THE SUPPLIER SERVICES	Categories A and/or B	
RiskCheck Environmental Ltd. 4211 Yonge Street, Suite 605 Toronto, Ontario M2P 2A9 Contact: Graham Rogers grogers@riskcheckinc.com (647) 218-3082	Counties – All Districts – All Regions – All Single-Tier Locations – All	Categories A and B	
S2S Environmental Inc. 1099 Kingston Road, Suite 260 Pickering, Ontario, L1V 1B5 Contact: Riyaz Punjani <u>rpunjani@s2se.com</u> (416) 629-9447, (416) 410-4333	Counties – All Districts – Manitoulin; Muskoka; Parry Sound; Sudbury; Regions – All Single-Tier Locations – All	Categories A and B	
Safetech Environmental Ltd. Unit #14, 3045 Southcreek Road, Mississauga, ON L4X 2X7 Contact: Glenn Smith <u>gsmith@safetechenv.com</u> (905) 624-2722	Counties – All Districts – All Regions – All Single-Tier Locations – All	Categories A and B	
The Greer Galloway Group Inc. 1620 Wallbridge-Loyalist Road, Belleville, ON K9N 4Z5 Contact: Michael Koerber <u>mkoerber@greergalloway.com</u> (613) 966-3068 x389	Counties – Frontenac; Grey; Haliburton; Hastings; Lanark; Leeds and Grenville; Lennox & Addington; Northhumberland; Perth; Peterborough; Prescott, Russell & United Counties; Renfrew; Simcoe; Stormont, Dundas & Glengarry Districts – Muskoka Regions – Durham Single-Tier Locations – Kawartha Lakes; Ottawa; Prince Edward	Category B	

Other Master Agreements, should negotiations be successful, may be added to OECM's Marketplace at a later date.

PART 8 - HOW TO USE THESE MASTER AGREEMENTS

8.1 Customer's Procurement Policies and Procedures

Each Customer is expected to determine for themselves whether acquiring Environmental Professional Services from these OECM Master Agreements complies with their procurement policies and procedures. Customers are reminded that:

- (a) The use of OECM's Master Agreements is voluntary and non-exclusive;
- (b) They must determine whether the use of OECM Master Agreements is in line with their own procurement policies; and,
- (c) It is their responsibility to conduct due diligence and seek professional advice, if deemed necessary.

8.2 How to Get Started

To use these Environmental Professional Services Master Agreements:

- (a) Review Master Agreement documents;
- (b) Determine, based on Customer's internal procurement processes, if a Second Stage process is needed. If so, carry out a Second Stage process;
- (c) Review and complete the CSA, ensuring the Supplier is in agreement, and execute the CSA with the Supplier ensuring a copy is sent to OECM; and,
- (d) Begin working with Supplier.

8.3 Master Agreement Material on OECM Website

The following documents are available for these Master Agreements:

- (a) Executed Master Agreements;
- (b) Customer User Guide (including Second Stage Template Request for Services ("RFS");
- (c) Posted RFSQ;
- (d) Supplier Environmental, Social and Governance ("ESG") Information;
- (e) Sourcing Summary Process; and,
- (f) CSA Templates.

8.4 How does a Customer Secure Services and Pricing?

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

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

Part Two, the Second Stage is managed by the Customer or by OECM on the Customer's behalf and is focused on the Customer's specific needs as it relates to their Environmental Professional Services requirements. Depending on the Customer's internal policies, and the potential dollar value of the Services a Customer may:

- (a) Select a Supplier, negotiate Rates, and sign a CSA; or,
- (b) Seek Rates and other relevant Service 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"), or Customer's process (e.g., directly or via an online e-tendering platform)) from the Supplier(s) for their specific Service requirements (e.g., site visits, scheduling, Environmental, Social and Governance considerations (e.g., the Supplier's program/policies, codes of conduct, or procedures as it relates to environmental

responsibility, social impact, sustainability and climate change), reporting, Rates, invoicing). If selected by the Customer, the Supplier shall provide the Services in accordance with the specifications stated in the Master Agreement and in the Customer's CSA.

For <u>example</u>, a Customer may issue a Second Stage to multiple suppliers that requires the following:

- i. Service requirements for a School Board project of three (3) elementary schools which includes: designated substances and hazardous materials (DSHM) surveys, including collection of bulk samples for potential asbestos and other designated substances for analysis; development of project- specific DSHM survey reports; abatement specifications and abatement supervision; final reports and updated asbestos survey reports.
- i. Proposed Rates shall be a percentage of the total project cost, excluding Harmonized Sales Tax ("HST")

When a Second Stage request is issued, which does not constitute a contract A, contract B situation, it will identify the required Services, or it may request the Supplier to propose appropriate Services to fulfill the Customer's requirements and any other applicable information.

The Customer may negotiate their unique requirements (e.g., site visits, scheduling, reporting, Rates, invoicing) with the Supplier(s) and mutually agree to additional terms and conditions ensuring the additional terms and conditions are not in any way inconsistent with the Master Agreement.

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

- A. Proposed Services and workplan; and,
- B. Final, net Rates. The Rates should be valid for a period of not less than ninety (90) days or as requested by the Customer (e.g., not less than one-hundred and twenty (120) days).

PART 9 – OECM CONTACT INFORMATION

9.1 Who at OECM can help with Questions?

If a Customer wishes to access these Master Agreements but is not listed, please contact our dedicated Customer Support Team by email at customersupport@oecm.ca or by phone at 1-844-OECM-900 (1-844- 632-6900)

APPENDIX A – REQUEST FOR SERVICES TEMPLATE

Instructional Information

Use this template as a starting point, inserting relevant info specific to your project.

- (a) Use this Request for Services ("RFS") when seeking Environmental Professional Services specific to your needs.
- (b) Remove sections/information that are not relevant to your project.
- (c) Text in blue font and comments offer suggestions/options for your consideration. This information is intended to be used as a guide and care should be taken to enter appropriate information related to the Services you require.
- (d) The terms and conditions of the OECM Master Agreements govern the RFS.
- (e) Customers do not need to sign a Customer-Supplier agreement ("CSA") prior to seeking Rates and Services from a Supplier.
- (f) Use this RFS to evaluate and assess the Supplier's offering, Customers are not obligated to any subsequent purchases from any Supplier.
- (g) The RFS does not create a Contract A/Contract B situation.
- (h) Consult your internal policy to see if the Supplier is required to sign a Confidentiality Agreement before receiving your specific information.
- () Determine and disclose RFS evaluation process.
- () Send RFS to one (1) or more Suppliers, advising when their responses are required.
- (k) Assess RFS responses.
- Once you have completed the assessment of the Supplier's respond to the RFS and decide to purchase, ensure a CSA is executed between you and the Supplier of choice.
- (m) <u>Delete and/or overwrite</u> (where appropriate) instructional/suggestions (text in green or blue font) once the document is ready for posting. Where areas are overwritten, please ensure the text is non-italicized, the shading (if any) is removed, and the font colour is changed to black.

Customer Details

Customer's Internal RFS #:	
RFS Issue Date:	
Customer's Organization:	
Contact Name:	
Address:	
Telephone:	
Email:	
RFS Due Date:	
Supplier's Name and Contact Details:	
Return Response to Contact via:	

Request for Service Requirements

Customer Requirements	Supplier's Response
Details of Request:	
•	
•	
•	
Total Proposed Rates (Excluding HST):	\$

Terms of this Request for Services:

- This RFS process is not intended to 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.
- The parties will bear their own costs associated with or incurred through this RFS process, including any costs arising out of or incurred in: (a) the preparation and issuance of this RFS; (b) the preparation and making of a submission; or (c) the conduct of meetings, negotiations or other activities related to this RFS process.
- All rates shall be in Canadian funds and shall include all administrative services and supplies used by the Supplier to complete the Services.
- The Supplier's response is provided for evaluation purpose only.
- The selected Supplier, if any, will be expected to enter into a Customer-Supplier Agreement ("CSA") with the Customer. Failure to do so may result in the selection of another Supplier and may adversely impact the Supplier's eligibility to participate in future RFS processes.
- All Services shall be performed by the Supplier, or their personnel as identified in the Supplier's response and approved by the Customer. Substitutions in personnel can occur only upon the prior agreement of the Customer.

- The Customer expects the Services will be carried out in the manner proposed. Any changes must be discussed and agreed upon in advance by the Customer.
- Neither party shall have the right to make claims against the other (including any application or other proceeding for a review by any court or other body) with respect to this RFS process, the selection of Supplier, the failure to be selected to enter into a CSA, or the failure to honour submissions prior to the execution of a CSA.
- No legal relationship or obligation regarding the procurement of any Services shall be created between the Supplier and the Customer prior to the execution of a CSA.
- The Customer may elect not to consider the Supplier if its submission contains misrepresentations or any inaccurate, misleading or incomplete information.
- The Customer may cancel this RFS process at any time; and,
- The Supplier agrees to all the terms of this procurement process set out in this RFS.

APPENDIX B – EVALUATION OF RFS SUBMISSIONS TEMPLATE

Evaluation Components	Point Allocation	Minimum Threshold
Technical Response Questions	^	
1. Services	100	60%
2. Experience/Qualification	100	60%
Sub-Total Points:	200	60%
Rates		
1. Total Rate (Excluding HST)	200	Not Applicable
Total Points:	400	Not Applicable

APPENDIX C – PROPOSED RATES TEMPLATE

Proponents shall provide the information requested below by submitting proposed Rates specified below:

	Rate Components	Proposed Rate	Total Rate	
1.	Principal	\$	\$	
2.	Senior Staff (P. Engineer and/or C.E.T.)	\$	\$	
3.	TBD	\$	\$	
4.	TBD	\$	\$	
5.	TBD	\$	\$	
To	Total Proposed Rate (Excluding HST):			

"**Rates**" means the applicable pricing information, in Canadian funds, to be charged for the applicable Resources representing the full amount chargeable by the Supplier for the provision of the Resources to Customers, including but not limited to:

- (a) Maximum Customer Rates;
- (b) All applicable duties, tariffs and taxes (excluding HST), other than those which the Customer has expressly agreed to pay;
- (c) All labour, material and warranties costs;
- (d) All travel and carriage, fuel and fuel surcharge costs;
- (e) All insurance and Workplace Safety Insurance Board costs; and,
- (f) All other overhead, office support, profit, licenses including any fees or other charges required by law.

APPENDIX D – REFERENCE FORM TEMPLATE

The Supplier shall provide three (3) references from organizations who have obtained similar Services to those in this RFS in the past three (3) years.

The Customer, in its sole discretion, may confirm the Supplier's experience and/or ability to provide the Services required by checking the Supplier's references, and the provision of the references by the Supplier is deemed to be consent to such confirmation/contact with the references.

The Customer may check references other than those provided by the Supplier.

Insert Supplier's Name:	
-------------------------	--

Reference #1

Company name:		
Company address:		
Contact name:		
Contact telephone number:		
Contact email address:		
Date work undertaken:	From:	То:
Nature of work:		

Reference #2

Company name:		
Company address:		
Contact name:		
Contact telephone number:		
Contact email address:		
Date work undertaken:	From:	То:
Nature of work:		

Reference #3

Company name:		
Company address:		
Contact name:		
Contact telephone number:		
Contact email address:		
Date work undertaken:	From:	То:
Nature of work:		

Attention: The information contained in this document is confidential and proprietary to OECM. This document is intended for use only by OECM Customers and is not for public distribution. Your organization is required to keep this information confidential (i.e., do not show or distribute, in any format, copies to other Suppliers or their agents). Unauthorized distribution or use of this document or the information contained herein is strictly prohibited.