



Savings | Choice | Service

IT HELP DESK SERVICES

REQUEST FOR PROPOSALS #2025-469

Request for Proposals Timetable	
Event	Time/Date
OECM's Issue Date of Request for Proposals:	March 7, 2025
Proponent's Information and Ontario Tenders Portal Demonstration Session:	2:00 pm on March 17, 2025
Proponent's Deadline to Submit Questions:	5:00 pm on March 18, 2025
OECM's Deadline for Issuing Answers:	March 25, 2025
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on April 2, 2025
OECM's Deadline for Issuing Final Documents:	April 9, 2025
Proponent's Intent to Submit a Proposal:	April 9, 2025
Closing Date:	2:00:00 pm on April 21, 2025
Anticipated Master Agreement Start Date:	August 2025
All times specified in this timetable are local times in Toronto, Ontario, Canada	

OECM 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 Information Technology (“IT”) Help Desk Services (“Services”) as described in Part 2 – The Deliverables.

The Proponent shall not be a U.S. Business. Any Proponent that is determined to be a U.S. Business shall be deemed non-compliant with the Procurement Restriction Policy.

The RFP has two (2) Service Categories:

- (a) Category A – Deliverables provided in English; and,
- (b) Category B – Deliverables provided in French.

The Proponent may submit a Proposal for one (1) or both Categories. Each Category will be evaluated, scored, and awarded independently. Refer to Part 3 – Evaluation of Proposals for more information.

This RFP is issued by OECM.

1.1 Objective of this RFP

The objective of this RFP is to:

- (a) Fulfill Customer IT Help Desk Service requirements;
- (b) Provide quality Suppliers to ensure the Services are fulfilled appropriately;
- (c) Establish time and cost certainty;
- (d) Enhance operational efficiency;
- (e) Ensure high-quality Customer service;
- (f) Maximize Service flexibility and scalability;
- (g) Ensure security and compliance;
- (h) Ensure clear Service Level Agreements (“SLAs”) and performance metrics;
- (i) Improve Service availability and accessibility;
- (j) Enable continuous improvement and innovation;
- (k) Ensure timely and proactive technical support;
- (l) Promote continuous learning;
- (m) Establish a strong, cooperative and proactive relationship with the Supplier; and,
- (n) Reduce the costs of competitive procurement processes associated with the provision of Services for the next several years (i.e., fewer competitive procurement documents issued by OECM Customers).

1.2 Supplier Experience and Qualifications

To be an effective IT Help Desk Service Supplier, the Supplier should possess a combination of relevant experience, skills, and qualifications in providing these Services in one (1) or both of the Categories as it relates to the requirements in this RFP including, but not limited to:

- (a) Industry Experience: The Supplier shall have a minimum of five (5) years experience in providing these Services. A proven track record of delivering IT Help Desk Services to Customers of various sizes, scope and complexity;

- (b) Multilingual Service: Capability to provide Services in both or either official Canadian language (Category Deliverables: English and/or French) to meet the diverse needs of Customers;
- (c) Technical Expertise: Proficiency in IT Service Management ("ITSM") platforms including, but not limited to, ServiceNow, BMC Helix, along with robust capabilities in ticketing systems and incident management;
- (d) Skilled Workforce: Availability of certified professionals located within North America with qualifications such as Information Technology Infrastructure Library ("ITIL"), Help Desk Institute ("HDI") or equivalent, equipped to deliver consistent, high-quality support across all Service levels;
- (e) Customer Centric Approach: A demonstrated ability to provide seamless Customer support, including after-hours Services, aligned with the Customer branding and identity;
- (f) Regulatory Compliance: Adherence to all Applicable Laws, applicable Ontario regulations, including AODA accessibility requirements, data privacy laws, and recognized privacy, confidentiality, and security standards; and,
- (g) Performance Excellence: A history of meeting or exceeding SLAs and KPIs, ensuring high levels of Customer satisfaction and operation efficiency.

By possessing these experience and qualifications, an IT Help Desk Service Supplier shall effectively support Customers in achieving seamless IT operations, enhancing User satisfaction, and meeting organizational goals through reliable, efficient, and high-quality Service delivery.

1.3 Project Background

1.3.1 Historical Spend

In 2015, OECM initiated an RFP for IT Help Desk Services, resulting in the establishment of a Master Agreement with one (1) supplier partner. The current agreement will expire in May 2027.

There are presently twenty-one (21) Customers using this existing OECM agreement.

The approximate purchases through this existing agreement from June 2016 to December 2024 was approximately over twenty-five million dollars (\$25,000,000).

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

1.3.2 Customer Engagement

The following Customers were engaged in the development of the Deliverables set out in this RFP:

- (a) City of Kingston;
- (b) Conestoga College Institute of Technology and Advanced Learning;
- (c) George Brown College of Applied Arts and Technology;
- (d) Georgian College;
- (e) Humber Polytechnic;
- (f) Niagara Health; and,
- (g) Seneca Polytechnic.

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

1.4 Award Strategy

To ensure a balance between competition, service availability, and operational efficiency, OECM intends to award up to a maximum of three (3) Master Agreements per Category, with a fixed Term of the Master Agreement ("Term") of eight (8) years. Master Agreements will not be awarded by a particular geographical

area. The Proponent will, however, identify the Ontario County, District, Region, or Single-Tier location (refer to Appendix F) where it is able to provide the Services. This information will be shared with Customers, post award, to support their Second Stage Selection Process ("Second Stage").

Customers participating in the Master Agreements will execute a CSA with a Supplier as attached in Appendix A – Form of Master Agreement. Prior to executing a CSA, the Customer may negotiate their unique requirements and further negotiate with the Supplier and mutually agree to additional terms and conditions (e.g., reporting, Rates specific to the Customer's requirements and volumes) ensuring the additional terms and conditions are not in any way inconsistent with the Master Agreement agreed to by OECM and the Supplier.

Performance as set out in Appendix D - Supplier Performance Management Scorecard and, if applicable, Supplier Recognition Program evaluation results will be considered when contemplating a Master Agreement extension.

The Supplier must provide a copy of every CSA to OECM within thirty (30) days of execution.

1.4.1 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, Section 3.8 of this RFP.

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

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

1.4.2 Customer's Usage of Master Agreements

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

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

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

- (a) Select a Supplier, obtain 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 for their specific Service requirements. 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.

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., delivery model, Service level, estimated number of tickets) with the Supplier and mutually agree to additional terms and conditions, including but not limited to the completion of a PIA, 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;

- (b) Timelines for Services;
- (c) Documentation, and reporting; and,
- (d) Rates. The Rates should be valid for a period of not less than ninety (90) days, or as requested by the Customer.

1.5 About OECM

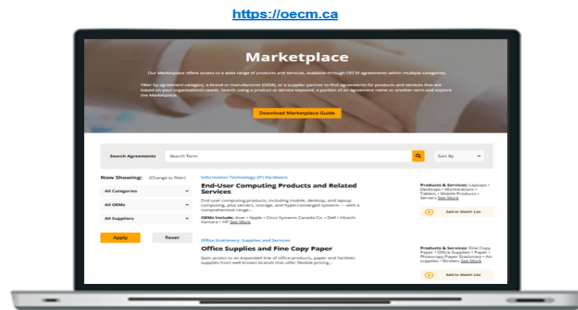
OECM is a trusted not-for-profit partner for Ontario's educational entities (e.g., school boards or authorities, Provincial and Demonstration Schools Branch with the Ontario Ministry of Education, colleges, and universities, and may also include Private Schools and Private Career Colleges), health and social service entities, hydro, Local Housing Corporations, 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.

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.

A Marketplace of Choice



89
AGREEMENTS

1469
CUSTOMERS

508
SUPPLIERS

OECC conducts procurements that are compliant with the Broader Public Sector (BPS) Procurement Directive and the trade agreements

Refer to OECC's Marketplace Guide at <https://oecc.ca/marketplace-guide/>

! As of December 2024

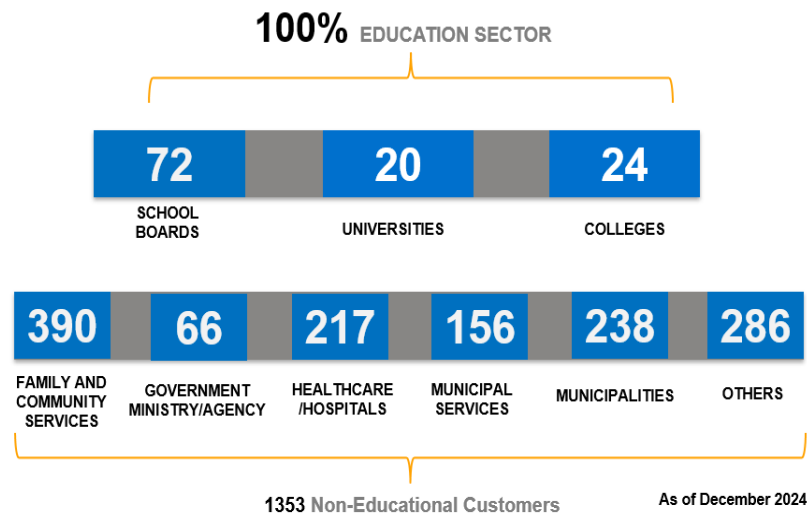


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1.5.1 Use of OECC Master Agreements

As of December 2024, one thousand four-hundred and sixty-nine (1469) Customers were using one (1) or more OECC agreements with a cumulative spend of five (5) billion dollars over the last ten (10) years.

OECC Customers

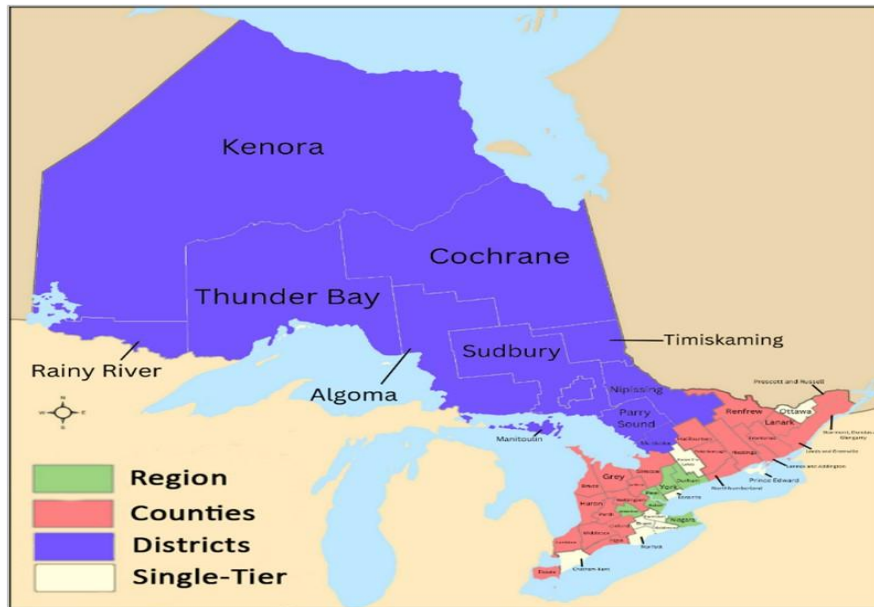


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More information about OECC is available on our website – <https://oecc.ca>.

1.5.2 OECC Geographical Locations

OECC Customers in Ontario are located in Counties, Districts, Regions or Single-Tier locations.



1.5.3 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](#).

[Broader Public Sector Procurement Directive \(Ontario.ca\)](#)

1.5.4 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 this RFP. For more information, refer to the Section 4.6.11.

[End of Part 1]

PART 1A – RULES OF INTERPRETATION AND DEFINITIONS

1A.1 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.

1A.2 Definitions

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

“AI” means Artificial Intelligence;

“API” means Application Programming Interface;

“After-Hours and Emergency Support” means IT support services provided outside regular business hours, including urgent response to critical incidents or emergencies that require immediate resolution to prevent significant business impact;

Aggregate Service Volume Tiers means aggregate volume rates applicable to all participating Customers;

“Analyst” means the Supplier’s IT Help Desk Service Analyst who will provide the Services to the Users;

“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;

“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. for OECM, as specified in the Customer's CSA, or agreed to by the parties in writing, except when such a day is a public holiday, as defined in the *Employment Standards Act* (Ontario);

“Closing Date” means the Proposal submission date and time as set out on the RFP cover, in OTP and in Section 4.1.1 and may be amended from time to time in accordance with the terms of this RFP;

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

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

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

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

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

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

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

“Consultant” means a Supplier professional who provides expert advice, guidance, and solutions to individuals, businesses, organizations, in a specific field;

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

“Customer” means an organization such as educational entities (e.g., school boards or authorities, Provincial and Demonstration Schools Branch with the Ontario Ministry of Education, colleges, and universities, and may also include Private Schools and Private Career Colleges), health and social service entities, hydro, Local Housing Corporations, 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 any Deliverables in this RFP specific to their organization;

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

“GDPR” means General Data Protection Regulations;

“ITSM” means Information Technology Service Management;

“Incident Request” means process of identifying, analyzing, and resolving unplanned service disruptions or system failures to restore normal operations as quickly as possible;

“KPI” means Key Performance Indicator;

“Level 1” or **“L1”** means the Supplier's initial point of contact for IT support Services, responsible for addressing basic technical issues and general User inquiries;

“Level 2” or **“L2”** means the Supplier's intermediate IT support Services that resolves issues escalated from L1 due to their complexity;

“Level 3” or “L3” means the Supplier’s advanced IT support Services provided by subject matter experts for complex, high-impact, or mission-critical issues;

“Local Housing Corporation” means a local housing corporation as defined in the *Housing Services Act, 2011, S.O. 2011, c. 6, Sched. 1*;

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

“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* ([List of Ontario municipalities | Ontario.ca](#)) and related Service Organizations;

“OECM” means the Ontario Education Collaborative Marketplace;

“OECM’s Deadline for Issuing Final Addenda” means the date and time as set out in Section 4.1.1 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;

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

“PFO” means a provincially funded organization;

“PIA” means Privacy Impact Assessment;

“Preferred Proponent” means the Proponent that is invited into negotiations in accordance with the evaluation process set out in 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 its Qualification Response;

“Qualification Response” means the information the Proponent is required to submit within OTP as part of the Qualification Envelope;

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

“Request for Proposals” or “RFP” means this Request for Proposals #2025-469 issued by OECM, including all appendices and addenda thereto;

“SLA” means Service Level Agreement;

“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”), or Customer’s process (e.g., directly or via an online e-tendering platform) from a Customer or from OECM on behalf of a Customer, seeking Rates and relevant Services specific to a Customer’s organization;

“Service” means all Deliverables 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;

“Service Request” means a standardized requests for routine IT services, such as password resets, access provisioning, or software installations, that do not involve system failures or disruptions;

“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 its 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 Section 1.4 of this RFP;

“Ticket” means the result of a Customer User submitting a help request that details the exact nature of the Service interruptions including, but not limited to a problem the end User is facing, the severity, open date/time, close date/time that is created and stored in an issue tracking system, a Ticket starts when the Service help request is formulated and ends when the Service help request has been solved, regardless if the Ticket was escalated or not;

“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;

“User” means Customers’ end User requiring the Service (e.g., staff, student, faculty); and,

“U.S. Business” means a supplier, manufacturer, or distributor of any business structure (includes a sole proprietorship, partnership, corporation, or other business structure) that,

(a) has its headquarters or main office located in the U.S., and,

(b) has fewer than two hundred and fifty (250) full-time employees in Canada at the time RFP issuance.

[End of Part 1A]

PART 2 – THE DELIVERABLES

This Part of the RFP describes the IT Help Desk Services applicable to both Categories, which will be incorporated into the final Master Agreement.

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

The Supplier shall provide all RFP Deliverables for the Category (English and/or French) awarded.

2.1 Services Categories

This RFP has two (2) Service Categories:

- (a) Category A – Deliverables provided in English; and,
- (b) Category B – Deliverables provided in French.

Deliverables and RFP requirements apply to each Category unless otherwise noted.

Each Category will be evaluated, scored, and awarded independently. Refer to Part 3 – Evaluation of Proposals for more information.

Proponents may submit a Proposal for one (1) or both Categories.

2.2 Minimum Service Requirements

The Supplier should have the ability to allocate the required and sufficient number of qualified Analysts to accommodate Customers' Service business operations and growth.

The Supplier is expected to have experience in supporting common ERP systems, such as Oracle, SAP, PeopleSoft, Learning Management Systems, various end User operating system issues, mobile technologies, Microsoft Office/Office 365, Windows, Mac OS, Google Docs, and commonly used end User computing products.

The Supplier will also provide support to various types of End-Points.

The Supplier shall ensure Services must be seamless to the Users (i.e., the User will receive the Service as if he/she is calling an internal support help desk), regardless of the time of day.

Customers may require the Supplier to integrate its proposed ITSM with the Customer's call center platform (e.g., Cisco UCCX) and/or other support channels the Customer has already implemented.

2.3 Supplier's Analysts

The Supplier shall be responsible for providing Analysts who are familiar with the Customer's operations (e.g., providing all necessary training) and it is highly desired that a dedicated Analysts team be assigned to no more than two (2) Customers during peak volume periods and no more than four (4) Customers during off-peak volume periods.

The Supplier shall provide sufficient skilled Analysts who are able to handle various demand periods, including peak periods, which could depend on the Customers' academic calendar and/or business operation. The same level of Service should be provided regardless of the Service time of day (e.g., the evening and/or overtime Analysts shift should provide the same level of Service and have the same level of training as the day shift Analysts).

The Supplier shall have a well-documented hiring process, including recruitment, minimum hiring requirements, training, and Analysts retention programs, in place.

The Supplier shall have a demonstrated process of designating and training Analysts specifically on the Customer's processes and procedures. Customers expect the Analysts to be trained and knowledgeable on the Customers environment, processes and procedures.

The Supplier shall have training and/or other mechanisms in place to ensure its Analysts are up to date with emerging technologies. The Supplier shall be able to provide Customers with a training report and/or skills matrix when required.

In order to ensure seamless Services, the Supplier's Analysts should have strong language skills (i.e., B2 level from the Common European Framework of Reference for Language).

The Supplier shall ensure that the right number of staff are deployed precisely at the right times to support Customers requests, including administering scheduled start times, end times, breaks, lunches, and absences. In addition, the Supplier should also make adjustments for overtime needs or hour reductions based on Customer demands.

At the Customer's request, the Supplier shall provide a regular report on the scheduling roster of their Analysts for regular and overnight operations and the number of Customers each team will be supporting.

2.4 Description of Deliverables

In either of the Service Categories, the Supplier shall provide comprehensive IT Help Desk Services, ensuring the delivery of reliable, secure, and customer-focused support.

For Categories A or B, the Supplier shall provide Services that meet or exceed the Customer's requirements including, but not limited to:

- (a) 24/7/365 Help Desk Support;
- (b) Multi-Tiered Service Levels (i.e., L1, L2, L3);
- (c) Flexible Delivery Models;
- (d) IT Service Management ("ITSM") Integration;
- (e) SLAs and Key Performance Indicators (KPIs);
- (f) AI-Driven Self-Help Options;
- (g) Training and Knowledge Management;
- (h) Privacy and Security Compliance;
- (i) Performance Reporting and Metrics; and,
- (j) Transition and Onboarding Support.

2.5 24/7/365 Help Desk Support

The Supplier shall, as a minimum:

- (a) Demonstrate ability to provide uninterrupted support across all Customer sectors;
- (b) Provide availability of multiple communication channels (phone, email, chat, and web portal); and,
- (c) Provide minimum staffing levels to ensure consistent service coverage during peak and off-peak hours for Service and Incident Requests as well as After-Hours and Emergency Support Services.

2.6 Multi-Tiered Service Levels (L1, L2, L3)

The Supplier shall, as a minimum:

- (a) Provide defined expertise and certification for staff supporting each Service level (e.g., ITIL certifications);
- (b) Establish and maintain clear escalation procedures between Service levels; and,
- (c) Possess proven experience delivering differentiated support based on issue complexity.

Service levels represent different tiers of support, each designed to address varying levels of complexity, urgency, and expertise required to resolve issues. Each level is expected to efficiently handle the problems within its scope while ensuring smooth escalation to higher levels when necessary.

2.6.1 Level 1 (L1) First Line of Support

1. The Supplier shall provide L1 Services including, but not limited to:
 - (a) Password resets;
 - (b) Software installation assistance;
 - (c) Basic hardware troubleshooting (e.g., printer setup, network connectivity);
 - (d) User account management (e.g., adding/removing Users);
 - (e) General inquiries (e.g., how-to questions, system functionality); and,
 - (f) Tracking and creating tickets for more complex issues that require escalation.
2. The Supplier shall ensure the Services are provided with skilled and Qualified Analysts:
 - (a) Basic technical knowledge and problem-solving skills;
 - (b) Strong communication skills to interact with non-technical Users;
 - (c) Familiarity with Customer specific systems and processes, ideally through prior training; and,
 - (d) Use of a knowledge base and predefined troubleshooting scripts.
3. Response and Resolution Expectations:
 - (a) Response Time – Should be within 15-30 minutes of ticket creation.
 - (b) Resolution Time – Simple issues should be resolved within one (1) hour (or according to SLA).
 - (c) If unresolved, escalate to Level 2 with all relevant details.
4. Tools and Resources:
 - (a) Access to a knowledge base with troubleshooting guides, FAQs, and standard procedures; and,
 - (b) ITSM tools for ticket tracking and escalation

2.6.2 Level 2 (L2) Second Line of Support

1. The Supplier shall provide L2 Services including, but not limited to:
 - (a) Issues requiring deeper technical knowledge, such as troubleshooting software conflicts or advanced hardware problems;
 - (b) In-depth analysis and diagnostic of system errors or software bugs;
 - (c) Configuration changes to networks, operating systems, or applications;
 - (d) Resolving issues involving system performance (e.g., slow applications, network issues);
 - (e) Resolving complex access issues (e.g., permissions, group policies); and,
 - (f) Escalation to Level 3 for issues requiring specialized knowledge or intervention.
2. Skills and Qualifications:

- (a) Intermediate technical knowledge of operating systems, software, and network troubleshooting;
- (b) Experience with configuration management, system diagnostics, and integration troubleshooting;
- (c) Ability to analyze logs and error reports to isolate root causes; and,
- (d) Familiarity with system administration tools and platforms used by the Customer.

3. Response and Resolution Expectations:

- (a) Response Time – Should respond within thirty (30) minutes to one (1) hour of ticket escalation;
- (b) Resolution Time – Resolutions typically within four (4) to eight (8) hours, depending on the complexity of the issue; and,
- (c) If resolution is not possible within the timeframe, escalate to Level 3.

4. Tools and Resources:

- (a) Access to advanced diagnostic tools, remote desktop software, and system monitoring tools; and,
- (b) Collaboration with internal teams for complex problems or issues that require further technical intervention.

2.6.3 Level 3 (L3) Third Line of Support

1. The Supplier shall provide L3 Services including, but not limited to

- (a) Advanced troubleshooting of hardware, software, or network components;
- (b) Issues that require specialized expertise (e.g., server failure, database errors, application bugs, system architecture);
- (c) Problems requiring vendor support, such as hardware replacement or application patching;
- (d) System designs, configurations, and deep customization; and,
- (e) Critical issues affecting system uptime or business operations (e.g., server outages, major system failures).

2. Skills and Qualifications:

- (a) Advanced technical expertise in specific areas (e.g., network administration, database management, enterprise software);
- (b) Extensive experience in troubleshooting and resolving high-impact or non-standard issues;
- (c) Ability to work closely with developers, vendors, or system engineers to resolve issues; and,
- (d) Knowledge of server infrastructure, advanced networking, and security protocols.

3. Response and Resolution Expectations:

- (a) Response Time – Should respond within one (1) hour of escalation, depending on the urgency of the issue;
- (b) Resolution Time – Critical issues should be resolved within twelve (12) to twenty-four (24) hours, while less urgent issues could take longer, depending on the complexity; and,
- (c) Suppliers should include provisions for response time for emergencies or service outages.

4. Tools and Resources:

- (a) Access to advanced diagnostic tools, system logs, and vendor support channels; and,
- (b) Direct access to developers, architects, or vendor contacts who can assist in resolving issues beyond L2 capabilities.

2.6.4 General Expectations Across All Levels

The Supplier shall provide:

- (a) **Clear Escalation Procedures:** A defined process for escalation tickets when the issue cannot be resolved at the current Service level. Each level should ensure that tickets are handed off smoothly, with all necessary information to prevent delays;
- (b) **Documentation and Knowledge Sharing:** The ITSM tool should record detailed documentation of the issue, resolution process, and any follow-up steps. Knowledge bases should be updated regularly to ensure consistency in handling similar future issues;
- (c) **Regular Communication:** Regular communication with Users about ticket status, expected resolution timeframes, and escalations should keep users informed throughout the process; and,
- (d) **Customer Satisfaction:** All levels should strive to provide a satisfactory Customer experience by resolving issues promptly and with clear communication, adhering to SLAs, and maintaining a helpful professional attitude.

2.7 Flexible Delivery Models

The Supplier shall, as a minimum:

- (a) Have the capacity to deliver services through onsite, and/or remote models with appropriate infrastructure to support each;
- (b) Have staff availability in the service areas of the Province that it serves to provide onsite services; and,
- (c) Have the technology and tools to manage remote support effectively, including secure access protocols.

2.8 IT Service Management (ITSM) Integration

The Supplier shall, as a minimum:

- (a) Possess demonstrated capability to integrate seamlessly with Customer ITSM platforms, including but not limited to ServiceNow, BMX Helix;
- (b) Provide Supplier ITSM platform if required, meeting equivalent functionality and security standards;
- (c) Utilize secure, up-to-date ITSM systems and infrastructure to mitigate vulnerabilities;
- (d) Ensure datacentres for the ITSM tool reside in North America, preferably in Canada, or in countries protected under GDPR; and,
- (e) Experience with application programming interface (API) based integrations and customized workflows.

The Supplier's ITSM should, at a minimum, have the following features:

- (a) Assign the issue;
- (b) Be accessible to the Customer;
- (c) Change management process to review and approve changes submitted;
- (d) Create reports with graphs and/or chart features;
- (e) Create workflow;
- (f) Dashboard of Tickets and their statuses;

- (g) Manage the knowledgebase;
- (h) Record history of issue and resolution;
- (i) Report the issue via different channels (e.g., agent based, self-service, or email);
- (j) Set and update of issue;
- (k) Surveys, customized to each Customer that will utilize the Suppliers ITSM tool;
- (l) Share the issue across the various teams (e.g., escalation to the tier 2) if applicable; and,
- (m) Store and retrieve the issues (e.g., ID and password protected).

2.9 Customer's IT Environment and End-Point

Customers require the Supplier to provide Services on the End-Point and software related to the following but is not limited to:

- (a) Mobile Devices;
- (b) Desktop;
- (c) Digital display and Way Finding systems;
- (d) Electronic audio and visual;
- (e) Enterprise applications;
- (f) Laptop;
- (g) Network;
- (h) Phone;
- (i) Printers;
- (j) Server;
- (k) Smartphone; and,
- (l) Tablets.

2.10 Service Level Agreements (SLAs)

The Supplier shall, as a minimum:

- (a) Have a proven track record of meeting SLAs with similar Customers;
- (b) Have the ability to monitor, report, and address SLA compliance issues in real-time; and,
- (c) Have processes to negotiate and adapt SLAs based on Customer specific needs.

2.10.1 Key Performance Indicators

The Supplier and Customer will mutually agree on Key Performance Indicators ("KPI"). The KPIs may cover the following areas:

- (a) First Call Resolution Rate: Percentage of issues resolved on the first contact without escalation;
- (b) Average Speed to Answer: Time taken to answer incoming calls or respond to tickets
- (c) Incident Response and Resolution Times: Timeframes for acknowledging and resolving issues in line with SLA requirements.

- (d) SLA Compliance Rate: Percentage of incidents and request resolved within agreed SLA timeframes.
- (e) Call Abandonment Rate: Percentage of calls abandoned before being answered;
- (f) AI Self-Service Success Rate: Effectiveness of AI-driven tools in resolving queries; and,
- (g) Knowledge Base Utilization: Frequency and effectiveness of the knowledge base in resolving issues.

2.11 AI Driven Self-Help Options

The Supplier shall, as a minimum:

- (a) Possess the ability for integration of AI based tools such as chatbots or virtual agents for initial Customer inquiries;
- (b) Successfully demonstrate its ability to reduce ticket volumes through self-help solutions; and,
- (c) Possess the ability to manage and update knowledge bases to improve AI accuracy.

2.12 Training and Knowledge Management

The Supplier shall, as a minimum:

- (a) Provide documented training programs for help desk Analysts tailored to Customer systems and branding;
- (b) Commit to maintaining up-to-date knowledge bases with Customer specific information; and,
- (c) Possess proven experience delivering onboarding and ongoing training to maintain service consistency.

2.12.1 Customer Training

At no cost to the Customer, the Supplier should provide the following two (2) distinct types of training to Customers throughout the Term of the Agreement:

(a) Functional Training:

The Supplier should provide the following functional training to the Customer at the commencement of the Agreement and as required by the Customer's IT staff during the Term of the Master Agreement:

- i. Key Operator and User training; and,
- ii. Specialized IT staff training.

The training requirements will vary from one Customer to another.

(b) Technical Training:

The Supplier should also provide specialized IT staff training to Customer's IT staff at the commencement of the Agreement and as required by the Customer's IT staff during the Agreement.

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

- i. Customer IT service desk staff training; and,
- ii. Other technical support training.

This training may be provided, onsite, or remote, as mutually agreed upon between the Supplier and the Customer.

The Supplier will provide training documentation for Customer staff as required.

2.12.2 Supplier Training

The Customer will train the Supplier on various elements including, but not limited to:

- (a) Customer's ITSM
- (b) Customer's processes and procedures;
- (c) Customer's structure; and,
- (d) Customer's escalation process.

The Customer and the Supplier should mutually agree upon the training timeline and process during the implementation period.

2.13 Privacy and Security Compliance

The Supplier must possess/comply with the following minimum Privacy and Security requirements.

The Supplier shall:

- (a) Legal Compliance: Comply with all applicable federal and provincial privacy legislation, including but not limited to the *Personal Information Protection and Electronic Documents Act* ("PIPEDA"), *Freedom of Information and Protection of Privacy Act* ("FIPPA"), *Municipal Freedom of Information, and Protection of Privacy Act* ("MFIPPA") and adhere to recognized standards such as ISO 27001 or equivalent;
- (b) Data Protection: Implement robust data encryption for information both in transit and at rest, enforce strict access controls, and establish secure data disposal methods. All data hosted within the Supplier's ITSM solution or system remains the sole property of the Customer. If requested, an extract of the data shall be provided within a reasonable timeframe. It is also the responsibility of the Supplier to remove or delete data as requested by the Customer and provide proof/attestation of data destruction when requested;
- (c) Secure Infrastructure: Secure up-to-date ITSM systems and infrastructure to mitigate vulnerabilities;
- (d) Incident Management: Maintain a documented incident response plan detailing procedures for identifying, reporting, and addressing security breaches in line with legal breach notification requirements;
- (e) Access Control: Restrict data access to authorized personnel based on role necessity and implement multi-factor authentication ("MFA") for system access;
- (f) Monitoring and Audition: Conduct regular security audits and vulnerability assessments and ensure continuous monitoring of systems to detect and prevent unauthorized access or breaches;
- (g) Third-Party Compliance: If the Supplier engages subcontractors or third parties in the provision of services, they shall ensure that those parties comply with the same stringent privacy and security standards including, but not limited to PIPEDA, FIPPA, MFIPPA, and other relevant legislation;
- (h) Staff Training: Provide mandatory privacy and security training for all help desk staff to ensure adherence to policies and best practices. Training should be provided/refreshed on an annual basis. Customers should also be invited to attend a training session aligned with their assigned service team and supervisors;
- (i) Data Residency: Ensure that data is stored and processed within North America, preferably in Canada. If requested by OECM or Customer, the Supplier shall provide proof/attestation of data residency;
- (j) Security SLAs: Adhere to security-specific SLAs, including timely resolution of vulnerabilities and prompt breach response; and,
- (k) OECM and the Customer reserves the right to audit the Proponent's privacy and security practices to ensure compliance with applicable privacy laws, including PIPEDA, FIPPA, MFIPPA, PIPA, and other relevant legislation.

2.14 Privacy Impact Assessment

As part of a Customer privacy and security policy and procedures, the Supplier may be required to complete a Privacy Impact Assessment (PIA) during the Second Stage Process. This assessment ensures that the Supplier's practices align with the Customer's data protection standards and regulatory requirements. The Supplier must cooperate fully and provide all necessary information to facilitate the completion of the PIA. Any costs associated with the PIA shall be the sole responsibility of the Supplier.

2.15 Performance Reporting and Metrics

The Supplier shall, as a minimum:

- (a) Have tools and processes for tracking and reporting key performance indicators (KPIs);
- (b) If requested by Customer, provide examples of previous reporting templates and processes used for other similar Customers; and,
- (c) Possess the ability to provide customized reports based on Customer requirements. The Suppliers' reporting system, at a minimum, should be capable of providing daily, weekly, and/or monthly reports. Reports should include, but not limited to:
 - i. Overall incident summary;
 - ii. Incidents summary by location (if necessary);
 - iii. Call documentation;
 - iv. Average call answered time;
 - v. Maximum time to respond;
 - vi. First call resolution;
 - vii. Overall ticket summary;
 - viii. Ticket response time;
 - ix. Ticket resolution time;
 - x. Service requests response time;
 - xi. Service requests completion;
 - xii. Number of Tickets issued; and,
 - xiii. Number of incidents escalated between L1 to L2 and L2 to L3 by week, month, or year.

2.16 Transition and Onboarding Support

The Supplier shall, as a minimum:

- (a) Possess proven methodology for transitioning services with minimal Customer disruption;
- (b) Provide detailed transition plans, including timelines, milestones, and risk mitigation strategies; and,
- (c) Possess experience in onboarding new Customers, including staff training and system integration.

2.17 Disaster Recovery and Business Continuity

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

2.18 Licences, Permits, Right to Use and Approvals

The Supplier shall obtain all licences, permits, right to use and approvals required in connection with the supply of the Services and provide them at Customer and OECM request. The costs of obtaining such licences, permits, 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, permit, right to use and approval to carry on an activity contemplated in its Proposal or in the Master Agreement, neither acceptance of the Proposal nor execution of the Master Agreement by OECM shall be considered an approval by OECM for the Supplier to carry on such activity without the requisite licence, right to use or approval.

2.19 Environmental, Social, and Governance

The Supplier shall possess and provide information, if requested by OECM or the Customer, related to its robust Environmental, Social and Governance ("ESG") business framework.

The Supplier shall collaborate and support the Customer to align with their ESG framework as it relates to currently available ESG processes, products/equipment, technologies and/or sustainable initiatives.

Wherever practical and without compromising quality, Suppliers are to promote:

- (a) Eco-Friendly Processes and Practices: Implement sustainable measures such as waste reduction, energy optimization, and the adoption of green technologies;
- (b) Diversity and Inclusion: Foster an inclusive workplace culture by supporting diverse hiring practices and equitable opportunities;
- (c) Carbon Footprint Reduction: Pursue strategies to minimize emissions through renewable energy use, sustainable transport, and energy-efficient operations; and,
- (d) Environmental Impact Management: Mitigate environmental risks by managing e-waste, adopting sustainable supply chain practices, and complying with environmental regulations.

The Supplier should keep OECM and Customers informed about social procurement processes.

Throughout the Term of the Master Agreement, OECM and/or the Customer may consult with the Supplier to assess ESG commitments.

2.20 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.

2.21 Invoicing

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

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

- (a) Customer name and location;
- (b) Customer purchase order number (if applicable) and order date;
- (c) Description of Services provided, quantities, detailed line by line item of incidents billed including date open, incident #, description/header of incident, Analyst name and Rates; and,
- (d) HST and total cost.

2.21.1 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, or Electronic Funds Transfer ("EFT") at no additional cost to the Customer.

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

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

2.21.2 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.

2.22 Rates

The proposed Service Rates (for each Category) shall be firm for the first twenty-four months (24) of the Master Agreement, and shall be:

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

The Customer may at any time during the Term negotiate Rates with the Supplier based on the Customer's Service needs. However, the Rates for Ontario Customers, shall not exceed the Master Agreement Rates.

Rates for Customers outside of Ontario will be negotiated and mutually agreed upon by the Customer and Supplier.

In extenuating circumstances, OECM may consider a Rate adjustment substantially affecting the provision of Services resulting from new or changed municipal, provincial, or federal regulations and by-laws. 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.

2.22.1 Incentives for Customers

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

- (a) Early payment discount for Customers;
- (b) Referral discount or one (1) time credit;
- (c) Higher volumes; and,
- (d) Overall growth.

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

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

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

2.22.2 Travel Expenses

Travel expenses shall be included in Rates. However, in extenuating circumstances, the Supplier must obtain prior approval from the Customer for costs incurred as a result of accommodation or travel associated with a particular Service. 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.

2.22.3 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 as follows based on all Services invoiced by the Supplier to the Customers throughout the Term.

Threshold Level	Total Customer Purchases	Applicable Cost Recovery Fee
1	Up to \$1,000,000.00	2.5%
2	Between \$1,000,000.01 and \$2,000,000.00	2%

3	\$2,000,000.01 and over	1.5%
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The CRF will be based on the total aggregate sales on all Services, calculated based on before tax amount invoiced by the Supplier, to the Customers for Services acquired through the Term of the Agreement, on an annual basis based on calendar year.

Example of CRF will be calculated as follows:

EXAMPLE OF HOW CRF WILL BE CALCULATED WITH AN AGGREGATED THRESHOLD OF LEVEL OF 2, WITH A CRF = 2%				
Sales per Quarter	Calculation	CRF	HST	Total CRF Payment to OECM
If Supplier has \$1,100,000. total sales in first quarter	\$1,100,000 x 2% CRF	\$22,000.	\$2860.	\$24,860.
If Supplier has \$1,500,000 total sales in second quarter	\$1,500,000 x 2% CRF	\$30,000.	\$3900.	\$33,900.
If Supplier has \$1,500,000 total sales in third quarter	\$1,500,000 x 2% CRF	\$30,000	\$3900.	\$33,900.
If Supplier has \$2,000,000. total sales in fourth quarter	\$2,000,000 x 2% CRF	\$40,000.	\$5200.	\$45,200.
Total CRF Payment to OECM for <u>first year of the Master Agreement</u>:				\$137,860.

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

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

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

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.

2.23 Supplier 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) Establishing an ongoing communications program with the Customer (e.g., new initiatives, innovation, sustainability);
- (h) Adhering to the Customer's confidentiality and privacy policies (e.g., related to student's private information);
- (i) Adhering to the Customer's change management process. This includes following established procedures for requesting, approving, and implementing changes. The Supplier shall ensure that any changes are communicated in a timely manner and that they don't disrupt the Customer's operations;
- (j) Providing written notice to Customers on any scheduled shut down that would impact services;
- (k) Provide Customer reporting; and,
- (l) Attending meetings with Customers, as requested.

2.24 Supplier Management Support to OECM

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

- (a) Assigning to OECM a Supplier Account Executive and team responsible for supporting and overseeing all aspects of the Master Agreement;
- (b) Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- (c) Promoting the Master Agreement within the Customer community;
- (d) Maintaining OECM's and Customer's confidentiality by not disclosing Confidential Information without the prior written consent of OECM and/or the Customer, as the case may be, as further described in Appendix A – Form of Master Agreement;
- (e) Attending business review meetings with OECM to review such information as:
 - i. CSAs and upcoming opportunities; and,
 - ii. Review and monitor performance management compliance;
- (f) Complying with Appendix E – OECM's Supplier Code of Conduct requirements as described on the OECM 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 C – Supplier Reporting Requirements; and,
- (j) Complying with Master Agreement close out processes (e.g., ensuring all Master Agreement obligations have been fulfilled, such as submission of final reporting and CRF payments to OECM).

2.24.1 Master Agreement Award and Launch

The Supplier will meet with OECM to discuss an effective launch strategy, and shall provide:

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

2.24.2 Promoting OEM Master Agreements

To support Customers, OEM 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 which may include, but not be limited to:

- (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 Services),

OEM will promote the use of the Master Agreement with Customers which may include, but not be limited to:

- (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.

2.24.3 Supplier Performance Management Scorecard

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

2.24.4 Rate Refresh

OEM's goal is to keep Rates as low as possible for Customers. The Rates shall be firm for the first twenty-four (24) months of the Master Agreement. Supplier may request a Rate refresh every twenty-four (24) months on the anniversary date of the Master Agreement.

If requesting a Rate refresh, the Supplier shall provide OEMC with a written notice with supporting documentation at least one hundred and twenty (120) days prior to the applicable twenty-four (24) month period.

As part of any review OEMC will consider Rate adjustments that reflect changes in operation, adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, tariffs, and 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. Notwithstanding the foregoing, in accordance with maintaining competitive yet stable pricing, any Rate refresh requested by the Supplier shall adhere to the Consumer Price Index (CPI) increase.

In the year in which a Rate refresh is available, the Supplier's proposed Rate adjustments must not exceed the CPI two (2) year average rate.

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

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

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

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

2.24.5 Process to Add Other Services

During the Term, the Supplier may request adding other Services (e.g., newly available Services) to the Master Agreement throughout the Term to align with Customer needs. OEMC will review and assess the request and may accept or reject based on Services in the current Master Agreement and Customer needs.

Additional Service requests from the Supplier must be accompanied by appropriate documentation (e.g., Service description, rationale for the addition, proposed Rates).

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

Rates, for newly added Service will be negotiated at the time of the request.

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

2.24.6 Saving Calculation

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

The Supplier shall report Customer savings.

2.24.7 OECD'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 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.

Further details will be provided to the Suppliers.

2.24.8 Reporting to OECM

The Supplier shall be responsible for providing reports as further described in Appendix C – Supplier 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 2]

PART 3 – EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation for each Category

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

Stage	Description	Refer to RFP Section	Scoring Methodology and Maximum Points (if applicable)	Minimum Percentage (%) Threshold Requirement (if any)
Stage I	Qualification Response	3.2	Pass/Fail	Pass
Stage II	Technical Response	3.3	500	65%
Stage III	Commercial Response	3.4	400	Not Applicable
Stage IV	Technical Demonstration	3.5	100	Not Applicable
Stage V	Cumulative Score	3.6	1000	60%
Stage VI	Tie Break Process	3.7	Not Applicable	Not Applicable
Stage VII	Negotiations	3.8	Not Applicable	Not Applicable
Stage VIII	Master Agreement Finalization	3.9	Not Applicable	Not Applicable

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

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

The Proponent shall not be a U.S. Business. Any Proponent that is determined to be a U.S. Business shall be deemed non-compliant with the Procurement Restriction Policy.

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

Title	OTP Envelope
Qualification Response	Qualification
Appendix B – Commercial Response (in Microsoft Excel format only)	Commercial

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.

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

3.3 Stage II – Technical Response per Category

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. 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.

Point allocations for the Technical Response sections are as follows:

Technical Response Sections	Available Points	Minimum Percentage (%) Threshold, if any
1. Proponent Overview and Experience	75	50%
2. Service Delivery and Support Approach	125	60%
3. Tools, Technology, and Integration	100	55%
4. Scalability, Reporting, and Continuous Improvement	50	50%
5. Implementation, Transition, and Business Continuity	75	Not Applicable
6. Environmental, Social, and Governance	75	Not Applicable
TOTAL POINTS:	500	65%

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., it is left blank) or contains a response of N/A or not applicable will receive a zero (0) score.

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

3.4 Stage III – Commercial Response per Category

The Commercial Response will be evaluated and scored separately for each Category.

The Proponent **must** complete **all** Rate cells and upload Appendix B – Commercial Response, in Microsoft Excel format only, for the specific Category being proposed into the OTP Commercial Envelope for this stage of evaluation.

All Rate cells are formulated to only accept a numerical value.

Point allocation for the Commercial Response sections are as follows:

Commercial Response Sections	Available Points
1. Service/Incident Requests	275
2. After Hours and Emergency Support	70
3. Aggregate Volume Tiers (All Services, All Customers)	55
TOTAL POINTS:	400

Detailed point allocations are set out in the Appendix B – Commercial Response on OTP.

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

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR SERVICE/INCIDENT MANAGEMENT		
Proposed Rates	Calculation	Resulting Points
If Proponent 1 proposes the lowest Rate of \$100.00, it would receive 100% of the points allocated.	$\$100 \div \$100 \times 275 \text{ Points}$	275

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR SERVICE/INCIDENT MANAGEMENT		
Proposed Rates	Calculation	Resulting Points
If Proponent 2 proposes the second lowest Rate of \$200.00, it would receive 50% of the points allocated.	$\$100 \div \$200 \times 275 \text{ Points}$	137.50
If Proponent 3 proposes the third lowest Rate of \$400.00, it would receive 25% of the points allocated.	$\$100 \div \$400 \times 275 \text{ Points}$	68.75

Where a cell is left blank or \$0.00 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 \$0.00 in a Rate cell or it is left blank 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 \$0.00 Rate as per below example.

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

Where N/A or not applicable is entered in a Commercial Response cell 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 or not applicable, or left blank in Appendix B – Commercial Response will receive a zero (0) point allocation for that particular pricing section

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

3.5 Stage IV - Technical Demonstration per Category

OECM will invite the three (3) Proponents with the highest combined Technical Response and Commercial Response scores to a technical demonstration for each Category.

The demonstration is anticipated to occur remotely via Microsoft Teams. The Proponent should ensure its key resources are available to attend the demonstration if necessary.

OECM will send a notice and further details to the Proponent being invited at least five (5) Business Days and not more than ten (10) Business Days in advance of the proposed date and time for the technical demonstration. If the Proponent is unable to conduct the technical demonstration at the proposed date and time, OECM will use reasonable efforts to:

- Find a mutually agreeable time on the date proposed by OECM; and,
- If OECM and Proponent are unable to do so, find a mutually agreeable time on a day prior to the original proposed date by OECM.

During this demonstration, the evaluation team may require Proponents to answer questions. The question-and-answer period may be restricted in time.

Up to six (6) Proponent participants (including technical staff) may attend the technical demonstration session.

The technical demonstration session is not an occasion for the Proponent to amend its Proposal.

3.6 Stage V – Cumulative Score per Category

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

Cumulative Score	Available Points	Minimum Threshold
Technical Response	500	65%
Commercial Response	400	Not Applicable
Technical Demonstration	100	Not Applicable
TOTAL POINTS:	1000	60%

Subject to the express and implied rights of OECM, the top three (3) Proponents with the highest scoring Eligible Proposals per 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.

3.7 Stage VI – Tie Break Process

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

3.8 Stage VII – Negotiations

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

The negotiations may include:

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

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:

- i. Request the Preferred Proponent to submit its Best and Final Offer;
- ii. Terminate negotiations with that particular Preferred Proponent;
- iii. Extend the negotiation timeline; or,
- iv. Publish one (1) or some of the Suppliers, who have executed Master Agreements, within our promotional marketing launch.

If successfully negotiated with other Preferred Proponents, other master agreements will be added to OECM's website at a later date.

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

3.9 Stage VIII – Master Agreement Finalization

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

OECM shall at all times be entitled to exercise its rights under Section 4.6.

[End of Part 3]

PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

Procurement Process Non-Binding

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

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

Non-Binding Rates

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

4.1.1 RFP Timetable

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

RFP Timetable	
Event	Time/Date
OECM's Issue Date of RFP:	March 7, 2025
Proponent's Information and OTP Demonstration Session:	2:00 pm on March 17, 2025
Proponent's Deadline to Submit Questions:	5:00 pm on March 18, 2025
OECM's Deadline for Issuing Answers:	March 25, 2025
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on April 2, 2025
OECM's Deadline for Issuing Final Documents:	April 9, 2025
Proponent's Intent to Submit a Proposal:	April 9, 2025
Closing Date:	2:00:00 pm on April 21, 2025
Anticipated Master Agreement Start Date:	August 2025

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

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

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

4.1.2 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 4.1.1.

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 4.3.1.

4.1.3 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.

4.1.4 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.

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

4.2 Communication after RFP Issuance

4.2.1 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 project advisor;
- (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.

4.2.2 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 4.1.1 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.

4.2.3 Proponent's Intent to Submit Proposal

The Proponent should inform OECM, via OTP **Message**, by the date specified in the RFP Timetable noted in Section 4.1.1 of the RFP, if it intends to submit a Proposal in response to this RFP.

4.2.4 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 4.2.2 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 4.2.2 were present with respect to the RFP; and,
- (b) Claim that OECM is responsible for any of the circumstances listed in Section 4.2.2 of this RFP.

4.2.5 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.

4.3 Proposal Submission Requirements

4.3.1 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) Form on the OTP at <https://jaggaer.my.site.com/SupplierSupportRequest/s/>;
- (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 4.1.1 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.

4.3.2 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.

4.3.3 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.

Description	OTP Envelope	Complete within OTP	Complete and Upload to OTP
Qualification Response	Qualification	√	
Technical Response	Technical	√	
Appendix B – Commercial Response (in Microsoft Excel format only)	Commercial		√

4.3.4 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 4.3.13 Clarification of Proposals.

4.3.5 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.

4.3.6 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.

4.3.7 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.

4.3.8 Completeness of Proposal

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

4.3.9 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.

4.3.10 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.

4.3.11 Amendments to RFP

Subject to Section 4.1.1 and Section 4.2.4, 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.

4.3.12 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.

4.3.13 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.

4.3.14 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, 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.

4.3.15 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.

4.3.16 RFP Incorporated into Proposal

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

4.3.17 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.

4.3.18 Substantial Compliance

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

4.3.19 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.

4.4 Negotiations, Timelines, Notification and Debriefing

4.4.1 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 3.8 and 3.9, 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.

4.4.2 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 4 – 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.

4.4.3 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 A – Form of Master Agreement.

4.4.4 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.

4.4.5 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.

4.4.6 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.

4.5 Prohibited Communications, and Confidential Information

4.5.1 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.

4.5.2 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.

4.5.3 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.

4.5.4 Personal Information

Personal Information shall be treated as follows:

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

4.5.5 Non-Disclosure Agreement

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

4.5.6 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.

4.5.7 Municipal Freedom of Information and Protection of Privacy Act

The the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M. 56 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.

4.5.8 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.

4.6 Reserved Rights and Governing Law of OECM

4.6.1 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 that is a U.S. Business as defined in Part 1A.2 Definitions;
- (i) Disqualify any Proponent whose Proposal is determined by OECM to be non-compliant with the requirements of this RFP;
- (j) 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);

- (k) 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.
- (l) 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;
- (m) 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;
- (n) 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;
- (o) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (p) Reject a Subcontractor proposed by a Proponent within a Consortium;
- (q) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;
- (r) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
 - i. OECM determines it would be in the best interest of OECM not to award a Master Agreement,
 - ii. the Proposal prices exceed the bid prices received by OECM for Services acquired of a similar nature and previously done work,
 - iii. the Proposal prices exceed the costs OECM or its Customers would incur by doing the work, or most of the work, with its own resources,
 - iv. the Proposal prices exceed the funds available for the Services, or,
 - v. the funding for the acquisition of the proposed Services has been revoked, modified, or has not been approved,and where OECM cancels this RFP, OECM may do so without providing reasons, and OECM may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing;
- (s) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal;
- (t) Accept any Proposal in whole or in part;
- (u) If OECM receives a Proposal from a Proponent with Rates that are abnormally lower than the Rates in other Proposals, OECM may verify with the Proponent that the Proponent satisfies the conditions for participation and is capable of fulfilling the Master Agreement; or,
- (v) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM and/or its Customers or is otherwise engaged in a dispute with OECM and/or its Customers;

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

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

4.6.2 Rights of OECM – Proponent

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

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

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

4.6.3 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.

4.6.4 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.

4.6.5 Entire RFP

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

4.6.6 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.

4.6.7 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.

4.6.8 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.

4.6.9 Cancellation

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

4.6.10 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.

4.6.11 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/agreement/trade-and-cooperation-agreement-between-quebec-and-ontario> and,
- (c) Comprehensive Economic and Trade Agreement at <https://www.international.gc.ca/trade-commerce/trade-agreements-accords-commerciaux/agr-acc/ceta-aecg/index.aspx?lang=eng>.

4.6.12 Governing Law

The terms and conditions in this Part 4:

- (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 4]

APPENDIX A – FORM OF MASTER AGREEMENT

This Appendix is posted as a separate PDF document.

APPENDIX B – COMMERCIAL RESPONSE

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

The Proponent may not make any changes to any of the RFP forms, including Appendix B – Commercial Response. Any Proposal containing any such changes, whether on the face of the form or elsewhere in the Proposal, may be disqualified.

APPENDIX C – SUPPLIER REPORTING REQUIREMENTS

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

Supplier Reporting Requirements		
Sales Reporting	Frequency	Due Date
Sales Reporting including, but not limited to: (a) Customer's name; (b) Invoice number and date; (c) Service provided (or Service Category provided); (d) Quantity invoiced; (e) Rate and total Rate; and, (f) Cost Recovery Fee.	Monthly	8th Business Day following each Calendar Month
Performance Reporting	Frequency	Due Date
(a) Key Performance Indicators ("KPIs") Report - As set out in Appendix D – Supplier Performance Management Scorecard. (b) Performance results specific to Customer's KPIs. (c) SLA reports, including Service availability, major outages, and other SLA violations.	Quarterly (calendar)	8th Business Day following each Calendar Quarter
CSA Reporting	Due Date	
(a) Provide a copy of each fully executed CSA	Within thirty (30) days of CSA execution	
Other Reporting		
May include: (a) Sales Forecasting Reports; i. By November 15 – for the next calendar year; ii. By March 15 – for April to December, if the forecast in (a) above has changed; and, iii. By July 15 – for August to December, if the forecast in (b) above has changed. (b) Specific Customer Reports, as requested (e.g., purchase orders and invoices) (c) OECM Ad Hoc Reports - As requested and mutually agreed upon		

Final reporting requirements will be determined during negotiations.

APPENDIX D – SUPPLIER PERFORMANCE MANAGEMENT SCORECARD

Master Agreement performance means the Supplier aligns with OEM'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 OEM's efforts to provide greater value to Customers, OEM has implemented a Supplier Recognition Program ("SRP"). Through the SRP, OEM 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 OEM to ensure:

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

Reporting, as described in Appendix C – Supplier's 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, OEM provides Customers a thorough understanding of the Supplier's performance aiding the adoption of the Master Agreement.

By providing the reports, OEM 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 C – Supplier 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 OEM. The Performance Management Scorecard and other performance indicators will be used to measure the Supplier's performance throughout the Term of the Master Agreement, ensuring Customers receive appropriate Services on time. The Supplier's performance score will be considered when OEM 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 Services to the Master Agreement;
- (c) Master Agreement extensions; and,
- (d) Master Agreement termination.

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

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

Key Performance Indicator	Performance Measurement	Performance Goal
First Call Resolution Rate	The percentage of tickets resolved on the first contact monthly	Maintain a rate of 90% or higher
Average Speed to Answer	The average time to answer calls or respond to tickets	30 seconds or less for calls and 5 minutes for ticket acknowledgement
Voicemail Response Time	The percentage of voicemails returned within two (2) hours.	90% of voicemails returned within two (2) business hours.
Email Response Time	The average response time for all email inquiries.	80% of emails responded to within four (4) business hours
Average Chat Response Time	The percentage of chats responded to within thirty (30) seconds.	90% of chat inquiries responded to within thirty (30) seconds.
SLA Compliance	Compare resolved ticket against SLA requirements	Compliance of 95% or higher
Call Abandonment Rate	Monitor and calculate abandoned calls monthly	Maintain a call abandonment rate of less than 5%
Customer Issues – Number of Customer Complaints	Total Customer complaints annually out of total Customer Requests	Less than 2% of total annual Customer requests
Response Time to Customer Inquiries	One (1) Business Day	98% of the time
Accurate Invoicing	Number of invoicing errors annually	Less than 2% annually

OECM Evaluation of Supplier's Performances		
Key Performance Indicator	Performance Measurement	Performance Goal
Fully Completed Integrated Report Submission	By 8 th business day of each month	98% of the time
Fully Completed Performance 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
Response time to OECM inquiries	24 Hours	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.

APPENDIX E – OEMC'S SUPPLIER CODE OF CONDUCT

The Supplier will take every measure to comply with OEMC'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 OEMC's Customers as mutually agreed upon between the Customer and Supplier. OEMC's core values of collaboration, responsiveness, integrity, innovation and respect are in alignment with and entrenched within the key principles of the SCC. The SCC applies to the Supplier's owners, employees, agents, partners and subcontractors who provide Services to OEMC 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 OEMC, and only use this information as part of their business relations with OEMC;
- (d) Comply with intellectual property rights relating to the Services provided to OEMC and its Customers;
- (e) Never place an OEMC 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 OEMC; and,
- (g) Disclose to OEMC any behaviour deemed unethical on the part of an OEMC 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 or services are provided to OEMC 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 OEMC employees and Customers. The Supplier must avoid situations that may adversely influence their business relationship with OEMC or can be directly or indirectly perceived as a conflict of interest and interfere with the provision of the Services to OEMC or its Customers. The Supplier must disclose any actual or potential conflicts of interest promptly to OEMC;
- (c) Never offer to OEMC 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 OEMC's employees' ability to make business decisions in the best interest of OEMC and its Customers. If a Supplier is unsure whether a gift or entertainment offer to an OEMC employee complies with OEMC'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 OEMC or its Customers at risk of violating anti-bribery and/or anti-corruption laws. The Supplier must ensure that the requirements of all these applicable laws are met, and not engage in any form of corrupt practices including extortion, fraud or bribery;
- (e) Ensure that any outsourcing and/or subcontracting used to fulfill Services are identified and approved by the Customer and monitored to ensure compliancy with contractual obligations and adherence to OEMC's SCC. Supplier's employees, subcontractors and other service providers must adhere to the requirements of the SCC, which must be made available as necessary. The Supplier must also ensure that its subcontractors and other

service providers are paid properly and promptly to avoid any disruption in the provision of Services by the Supplier to 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 F – ONTARIO COUNTIES, DISTRICTS, REGIONS, AND SINGLE-TIER LOCATIONS

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			
Lennox and Addington			
Middlesex			
Northumberland			
Oxford			
Perth			
Peterborough			
Prescott and Russell, United Counties			
Renfrew			
Simcoe			
Stormont, Dundas and Glengarry			
Wellington			

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