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COMMERCIAL DUCTWORK SEALING AND RELATED SERVICES

REQUEST FOR SUPPLIER QUALIFICATIONS #2025-477

Request for Supplier Qualifications Timetable	
Event	Time/Date
OECD's Issue Date of Request for Supplier Qualifications:	May 14, 2025
Proponent's Information and Ontario Tenders Portal Demonstration Session:	2:00 pm on May 21, 2025
Proponent's Deadline to Submit Questions:	5:00 pm on May 27, 2025
OECD's Deadline for Issuing Answers:	June 2, 2025
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on June 5, 2025
OECD's Deadline for Issuing Final Documents:	June 10, 2025
Proponent's Intent to Submit a Proposal:	June 16, 2025
Closing Date:	2:00:00 pm on June 18, 2025
Anticipated Master Agreement Start Date:	October, 2025
All times specified in this timetable are local times in Toronto, Ontario, Canada	

OECD 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 Supplier Qualifications (“RFSQ”) is an invitation to obtain Proposals from qualified Proponents for Commercial Ductwork Sealing and Related Services (“Services”), for the purpose of pre-qualifying prospective Suppliers for OEMC Customers to use on an as-and-when required basis as described in Part 2 – The Deliverables.

This RFSQ does not require the Proponents to submit pricing. During the Second Stage the Customer will further define their requirements and specifications and request pricing accordingly. Only Suppliers who are awarded Master Agreements resulting from this RFSQ will be eligible to participate in any such Second Stage. The Second Stage, further outlined in Section 1.4.2 provides opportunities for Suppliers who have the capacity and relevant experience.

The Proponent must not be a U.S. Business (“U.S. Business”), where U.S. Business means a supplier, manufacturer, or distributor of any business structure (including a sole proprietorship, partnership, corporation, or other business structure) that: (i) has its headquarters or main office located in the U.S., and (ii) has fewer than two-hundred and fifty (250) full-time employees in Canada. If a Proponent is a subsidiary of another corporation, part (i) of the definition above is met if that Proponent is controlled by a corporation that has its headquarters or main office located in the U.S. Refer to Section 1A.1 for more information.

OECM intends to award one (1) or more Master Agreements, with an initial Term of the Master Agreement (“Term”) of six (6) years with no option for extension.

This RFSQ is issued by OEMC.

1.1 Objective of this RFSQ

The objective of this RFSQ is to create a list of qualified Suppliers with the capability to provide the Services to OEMC Customers; and to select quality Suppliers that:

- (a) Are authorized to sell and warranty the proposed Services in Canada;
- (b) Are able to propose and provide the best Services to meet the needs of the Customer;
- (c) Work in a cooperative manner with Customers, are flexible, and innovative in providing quality Services;
- (d) Incorporate Environmental, Social and Governance (“ESG”) considerations in the provision of Services;
- (e) Provide innovative technology to support Customer’s operating processes; and,
- (f) Recognize and support opportunities for improvement.

1.2 Supplier Experience and Qualifications

The Supplier shall possess appropriate experience, qualifications, and demonstrated knowledge relative to the Deliverables in this RFSQ including, but not limited to:

- (a) Aerosol ductwork sealing;
- (b) Mastic ductwork sealing;
- (c) Taping ductwork sealing;
- (d) Other types of ductwork sealing;
- (e) Ductwork cleaning;
- (f) Ductwork resotation, maintenance and repair for a variety of buildings in support of Ductwork Sealing work (e.g., Schools, Universities, Colleges, Municipal buildings, Libraries);
- (g) Supplier’s Service technicians shall have up to date training regarding generally accepted standards and practices for the Services (e.g., on the *Ontario Health and Safety Act* (“OHSA”), Asbestos Awareness Training, and *Ontario Safe Schools Act* (“OSSA”); and,

- (h) When using sealant materials such as Aeroseal, the Supplier must be licensed by the Original Equipment Manufacturer ("OEM") of the material.

1.3 Project Background

In 2021, OECM first published an RFSQ intending to enter into one (1) or more Master Agreements for the supply of Commercial Ductwork Sealing and Related Services in response to the Ontario government's time-limited COVID-19 Resiliency Infrastructure Stream ("CVRIS") – an initiative that provided up to \$700 million in combined federal-provincial funding for education-related projects to protect the health and well-being of students, staff and children. The Ontario Ministry of Education ("MEDU") had since invited School Boards across Ontario in 2020 and 2021 to submit requests for Heating, Ventilation, and Air Conditioning ("HVAC") and non-HVAC commodities for consideration under the time limited CVRIS initiative.

The catalyst for this RFSQ was the CVRIS initiative and resulted in significant School Board demand for 2021. However, the resulting Master Agreement from this RFSQ process has a Term well beyond 2021 to support all OECM Customers. Demand continues to be present and continuous.

1.3.1 Historical Spend

OECM currently has a Ductwork Sealing and Related Services agreement in place with one (1) supplier that expires on May 13, 2026. There are presently fifteen (15) unique Customers using these existing OECM agreements:

- (a) Eleven (11) School Boards;
- (b) Three (3) Colleges; and,
- (c) One (1) Universities.

Approximate purchases through these existing agreements from May 2021 to January 2025 is **six million, one hundred and sixty two thousand, six hundred and eight-five (\$6,162,685)**.

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

1.3.2 Customer Engagement

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

- (a) Brock University; and,
- (b) Ottawa Catholic School Board.

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

1.4 Award Strategy

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

The Term is intended to be for six (6) years with no option for extension. Performance as set out in Appendix C – Supplier Performance Management Scorecard and, if applicable, Supplier Recognition Program ("SRP") evaluation results will be considered when contemplating a Service refresh.

Customers participating in the Master Agreements will execute a Customer-Supplier Agreement ("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.

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 RFSQ 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 3.5 of this RFSQ.

No legal relationship or obligation regarding the procurement of any Services shall be created between the Proponent and OECM by this RFSQ 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 RFSQ, 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 (e.g., ductwork sealing Service options, Rates, timelines for Service completion, cancellation notice if program/project funding has been revoked, modified, or not approved, performance/surety bonds). If selected by the Customer, the Supplier shall provide the Services in accordance with 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., site specific Deliverables, working hours, reporting, Rates, invoicing) with the Supplier and mutually agree to additional terms and conditions ensuring the additional terms and conditions are not in any way inconsistent with the Master Agreement.

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

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

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

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

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

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

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

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 an SRP that aims to drive long-term performance by recognizing and motivating Suppliers to deliver continued savings, value, choice, and service to Customers.

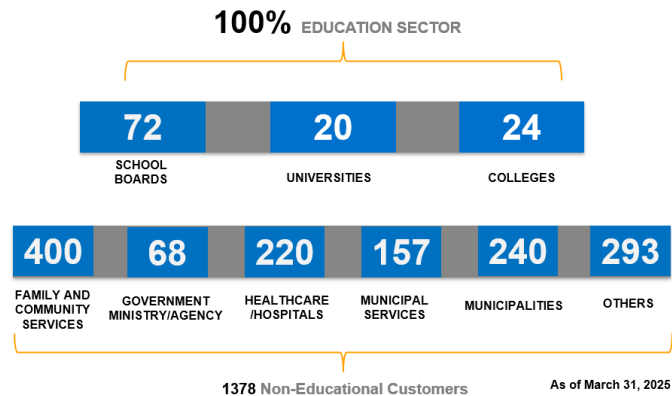
A Marketplace of Choice



1.5.1 Use of OECC Master Agreements

As of March 2025, one thousand, four hundred and ninety-four (1,494) Customers were using one (1) or more OECC agreements with a cumulative spend of more than five (5) billion dollars over the last ten (10) years.

OECC Customers



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

1.5.2 The Ontario Broader Public Sector Procurement Directive

OECC, 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 \(ontario.ca\)](https://www.ontario.ca/government/bps-procurement-directive)

1.5.3 Trade Agreements

OECD 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 RFSQ. 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 RFSQ 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 RFSQ 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 RFSQ, 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 RFSQ:
 - 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 RFSQ, capitalized words and phrases have the meaning set out in Appendix A – Form of Master Agreement attached to this RFSQ.

“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 in OTP and in Section 4.1.1 and may be amended from time to time in accordance with the terms of this RFSQ;

“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 RFSQ) where the confidential information is relevant to the Deliverables required by the RFSQ, its pricing or the RFSQ 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 RFSQ;
- (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 RFSQ 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 RFSQ process; or (iii) engaging in conduct that compromises or could reasonably be seen to compromise the integrity of the open and competitive RFSQ 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 RFSQ. One (1) of the Consortium members shall identify itself as the Proponent and assume full responsibility and liability for the work and actions of all Consortium members;

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

“Customer” means an organization such as educational entities (e.g., school boards or authorities, Provincial and Demonstration Schools Branch with the Ontario Ministry of Education, colleges, and universities, and may also include Private Schools and Private Career Colleges), 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 RFSQ 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;

“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](http://www.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 RFSQ and may be amended from time to time in accordance with the terms of this RFSQ;

“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 RFSQ;

“PFO” means a provincially funded organization;

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

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

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

“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 prices, in Canadian funds, as mutually agreed upon between the Customer and Supplier;

“Request for Supplier Qualifications” or **“RFSQ”** means this Request for Supplier Qualifications #2025-477 issued by OECM, including all appendices and addenda thereto;

“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;

“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 RFSQ;

“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 RFSQ process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFSQ process and result in any unfairness; 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: (i) has its headquarters or main office located in the United States of America (“U.S.”), and (ii) has fewer than two hundred and fifty (250) full-time employees in Canada prior to the Closing Date. A supplier, manufacturer, or distributor that is a subsidiary of another corporation, part (i) of the definition above is met if that supplier, manufacturer, or distributor is controlled by a corporation that has its headquarters or main office located in the U.S.

[End of Part 1A]

PART 2 – THE DELIVERABLES

This Part of the RFSQ describes the Commercial Ductwork Sealing and Related Service (“Services”) Deliverables which will be incorporated into the final Master Agreement.

OECM requires that the Proponent has a clear and comprehensive understanding of the RFSQ 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** RFSQ Deliverables. The Supplier and its resources shall be licensed and certified to provide the proposed Commercial Ductwork Sealing and Related Services (including applicable warranty).

2.1 Description of Deliverables

The Supplier shall provide the following Services to meet the needs of Customers, such as:

- (a) Aerosol ductwork sealing;
- (b) Mastic ductwork sealing;
- (c) Taping ductwork sealing;
- (d) Other types of ductwork sealing;
- (e) Ductwork cleaning;
- (f) Ductwork restoration, maintenance and repair;
- (g) Services shall be delivered for a variety of buildings in support of Ductwork Sealing work (e.g., Schools, Universities, Colleges, Municipal buildings, Libraries);
- (h) Supplier’s Service technicians shall have up to date training regarding generally accepted standards and practices for the Services (e.g., on the *Ontario Health and Safety Act* (“OHSA”), Asbestos Awareness Training, and *Ontario Safe Schools Act* (“OSSA”); and,
- (i) When using sealant materials such as Aeroseal, the Supplier must be licensed by the OEM of the material.

The Supplier shall provide all professional technicians, equipment, labour, and materials necessary for the provision of all Services included in Part 2 – The Deliverables.

The Supplier shall ensure Services performed follow the Provincial and the Customer’s applicable Health & Safety procedures and other policies and procedures of the Customer.

The Supplier shall ensure compliance with Ontario Building Code (“OBC”) and all other Applicable Laws and Standards having jurisdiction for delivering of the Services.

The Supplier’s technicians shall have up to date training regarding generally accepted standards and practices for the Services (e.g., on the *Ontario Health and Safety Act* (“OHSA”), Asbestos Awareness Training, *Ontario Safe Schools Act* (“OSSA”)). If requested by the Customer, the Supplier shall provide a copy of these certifications and training confirmation, including its Health and Safety Policy and training manuals (e.g., OHSA, OSSA), if applicable.

2.2 Ductwork Sealing

The Supplier shall ensure that the Services meet or exceed the Customer’s requirements/procedures which may include, but are not limited to:

2.2.1 General Services

The Supplier shall provide General Services, including, but not limited to:

- (a) Working with a variety of ductwork materials (e.g., galvanized steel, aluminum, fibreglass ductwork board, polymerizing vinyl chloride ("PVC") low profile ducting);
- (b) Working with a variety of HVAC systems and associated components and devices (e.g., constant volume and variable volume systems, vibration isolators, take offs, smoke/balancing/fire dampers, smoke detectors and sensors, silencers, turning vanes, Variable Air Volume ("VAV") boxes, re-heat coils);
- (c) Providing various sealing methods (e.g., aerosol, tapes, mastics) for sealing gaps up to 5/8 inch or 1.5875 centimetres in diameter;
- (d) Providing various sealing methods (e.g., galvanized plates) for sealing gaps over 5/8 inch or 1.5875 centimetres in diameter;
- (e) Ensuring insulation (internal and external) is replaced on the patching plate; and,
- (f) Providing pre-sealing, post-sealing and sealing profile reports for all ductwork sections sealed.

2.2.2 Implementation Services

The Supplier shall provide a full-service implementation strategy with every Service project, including an Energy Plan to evaluate and maximize energy savings and Green House Gases ("GHG") reductions as it relates to the Services.

The Supplier shall use a phased assessment, design and installation process including, but not limited to:

- (a) Examination, assessment, design;
- (b) Preparation and ductwork testing;
- (c) Duct sealing implementation;
- (d) Duct reassembly and cleanup; and,
- (e) Validation and reporting.

2.2.3 Examination, Assessment and Design Services

The Supplier shall provide Examination, Assessment and Design Services including, but not limited to:

- (a) Onsite examination, assessment and documentation of the ductwork to determine its condition and existing air leakage;
- (b) Recommendations for required remedial work including proposed leakage reduction targets;
- (c) Detailed energy plan to maximize energy savings, GHG reductions, and to support Customers with incentive and or grant applications and submissions; and,
- (d) Detailed application design outlining the sealing process to achieve maximum leakage reduction

2.2.4 Preparation and Ductwork Testing Services

The Supplier shall provide Preparation and Ductwork Testing Services including, but not limited to:

- (a) Inspecting air distribution systems for major leakage sites and significant accumulation of dirt or debris;
- (b) Cleaning coils as required to facilitate airflow;

- (c) Providing ductwork leakage testing following standard industry practices for selected ductwork by certified air ductwork technicians, including provision of a pressure test and pre-seal leakage report;
- (d) Preparing surfaces to receive tapes and/or sealants/mastics as required;
- (e) Temporarily removing or protecting from aerosol particles building controls, fire and smoke sensors as recommended by manufacturer;
- (f) Temporarily disabling fire alarms and notifying appropriate authorities;
- (g) Using manufacturer calibrated blower fan boxes with digital manometer to measure leakage before and after testing, monitor static pressure to ensure optimal results, and stop when maximum leakage reduction has been achieved;
- (h) Supplying ducts, return ducts and exhaust ducts will be tested for air losses as a percentage of the total air flow volume measured at the fan or air-moving device as determined by the Customer;
- (i) Supplying air volumes shall be tested pre-seal and post-seal using standard air balancing practices (e.g., units supply air volume and each supply air diffuser/register);
- (j) Performing total ductwork leakage testing for outside rate must be less than 4.0 cfm@25 pa per 100 square feet of conditioned floor area or as agreed upon with the Customer; and,
- (k) Performing fan motor amperage and voltage readings will be recorded pre-seal and post-seal.

2.2.5 Ductwork Sealing Implementation Services

The Supplier shall provide Ductwork Sealing Implementation Services, including, but not limited to:

- (a) When using aerosol methods, the Supplier shall consider;
 - i. Ensuring sealing ductwork from the inside using automated aerosolized sealant injection (e.g., Aeroseal);
 - ii. Sealant shall comply with United Laboratories ("UL") Outline Scope 1381; and,
 - iii. Sealant must cure within two (2) hours and with no Volatile Organic Compounds ("VOC") off-gassing thereafter.
- (b) When using other methods (e.g., tapes, mastics), the Supplier shall consider;
 - i. Ensuring patches will be sealed by an approved Underwriters Laboratories Canadian ("ULC") listed products and shall be in accordance with the Sheet Metal and Air Conditioning Contractors' National Association ("SMACNA") standards.
- (c) Openings, injection, and test holes shall be sealed with patching plates and as per SMACNA standards;
- (d) Ensuring ductwork sealing meets American National Standards Institute ("ANSI")/SMACNA Seal Class requirements where applicable;
- (e) Ensuring all materials utilized to perform the ductwork sealing must be UL181 Standard certified;
- (f) Sealing media shall be non-toxic and resistant to oil and water after curing; and shall comply with OBC and Ontario Fire Code ("OFC") requirements (i.e., flame spread and smoke);
- (g) Ensuring pressurized sensitive tape is not used as the primary sealant unless it has been certified to comply with UL-181A or UL-181B certification; and,

- (h) Ensuring all materials utilized to perform the ductwork sealing Services have Canadian Standard Association or ULC certification.

2.2.6 Ductwork Reassembly and Cleanup Services

The Supplier shall ensure that the Ductwork Reassembly and Cleanup Services meet or exceed the Customer's requirements, which may include, but are not limited to:

- (a) Reinstalling building controls and smoke detectors by certified/authorized personnel or Customer's own designated provider, as mutually agreed to by both parties;
- (b) Enabling fire alarms (by certified/authorized personnel or Customer's own designated provider, as mutually agreed to by both parties) and notifying appropriate authorities;
- (c) Removing blocking, reinstalling grilles and registers, and enabling air handling fans as appropriate; and,
- (d) Cleaning up sealant residue that may have adhered to the surface in occupied areas.

2.2.7 Ductwork Validation and Reporting Services

The Supplier shall ensure Ductwork Validation and Reporting Services, including, but not limited to:

- (a) Providing a final report of the sealing process details and a certificate of sealing results, detailing initial and post sealing leakage rates; and,
- (b) Assisting Customer cooperatively with Customer led energy saving applications or incentive programs.

2.3 Additional Services

2.3.1 Ductwork Cleaning Services

The Supplier shall provide additional Services, such as Ductwork Cleaning Services, including but not limited to:

- (a) Ensuring prior to the commencement of any ductwork cleaning Services, the Supplier shall perform a visual inspection of the HVAC system to determine appropriate methods, tools, and equipment required to satisfactorily complete the cleaning. Damaged system components found during the inspection shall be documented and communicated to the Customer prior to commencing work. The Supplier shall ensure that all dampers are marked to identify the original position before commencing work. All components will be returned to their original setting upon completion of the cleaning process to ensure the HVAC system balancing has not been changed;
- (b) Ensuring temporary removal or protection from aerosol particles of building controls, fire and smoke sensors as recommended by the manufacturer;
- (c) Providing Services accomplished using specialized equipment, (e.g., high efficiency vacuum system utilizing High-Efficiency Particle Absorbing ("HEPA") filters, high pressure washers, ductwork brushes) as required. Special attention shall be taken while cleaning the ductwork to prevent high levels of microbial contaminants from becoming airborne and disseminated into occupied areas;
- (d) Maintaining all interior equipment, furniture, files and material are adequately covered and protected as necessary to prevent damage;
- (e) Overseeing that during the Ductwork Cleaning process and while equipment is exhausting outside the building, the mechanical cleaning operations shall be undertaken only with particulate collection equipment in place, including adequate filtration to contain debris removed from the ductwork;

- (f) Ensuring that when the particulate collection equipment is exhausting outside the building, precautions shall be taken to locate the equipment downwind and away from all air intakes and other points of entry into the building;
- (g) Ensuring all effluent shall be removed and disposed of in accordance with environmental and health and safety laws and regulations;
- (h) Unclogging and thoroughly cleaning ductwork components, including, but not limited to, reheat coils, supply registers, dampers, VAV boxes, turning vanes contaminated by dust and other contaminants;
- (i) Exercising special care to prevent damage to the equipment, electrical motors of systems; ceiling tiles and to the building from water and/or cleaning compounds resulting from the cleaning process;
- (j) Utilizing Ductwork components in Customer identified buildings may include, but not limited to the following:
 - i. Air diffusers;
 - ii. Air grilles;
 - iii. Branch lines;
 - iv. Dampers;
 - v. Exhaust fans;
 - vi. Filters racking system;
 - vii. Heating and cooling coils;
 - viii. High, medium, and low pressure ductwork (supply, return and exhaust);
 - ix. Main supply and returns;
 - x. Mixed air supply and returns; and,
 - xi. Turning vanes.
- (k) Utilizing the existing Service openings already installed in the ductwork, if available; if not, install access points with covers in accordance with industry accepted standards in ductwork locations agreed to by the Customer; openings must not compromise the structural integrity of the ductwork;
- (l) Accessing openings shall be resealed with matching gauge galvanized plates; doors shall be clearly marked for easy identification; and,
- (m) Adhering to specialized cleaning protocols for sensitive environments (e.g., healthcare facilities or laboratories), ensuring compliance with facility-specific requirements.

2.3.2 Ductwork Repair and Restoration Services

The Supplier shall provide a variety of Ductwork Repair and Restoration Services including, but not limited to repair and replacement for required materials identified as part of Ductwork Examination, Assessment and Design Services.

2.3.3 Ductwork Maintenance Services

The Supplier may provide a variety of Ductwork Maintenance Services to supplement the Ductwork Sealing preparation and completion, including, but not limited to:

- (a) Regular/ routine maintenance;
- (b) Duct and coil cleaning to improve air quality and optimize performance;

- (c) Mold remediation to address mold buildup inside the ducts;
- (d) Airflow testing to measure/optimize airflow to improve HVAC efficiency; and,
- (e) Thermal imaging scans to identify areas of heat loss or poor insulation.

2.4 Warranty Coverage

The Supplier shall warrant the Ductwork sealing Services will be free from defects for a minimum of three (3) years from date of the Service provision and or provide a full-service warranty as agreed to with the Customer for Services provided. If defects should occur during this period, the Supplier shall repair or replace the defective Services, including the direct labour costs for performing the repair or replacement, at no additional cost to the Customer.

2.5 Electrical Requirements

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

2.6 Workplace Hazardous Material Information System

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

2.7 Disaster Recovery and Business Continuity

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

2.8 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.

2.9 Environmental, Social, and Governance

The Supplier shall possess and provide information, if requested by OECM or the Customer, related to its robust 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) Environmental design principles as required by the Customer (e.g., environmental sustainability, data security and privacy, lean construction practices, waste management, decarbonization, indoor air quality, comfort);

- (b) Sustainable social design principles as required by the Customer (e.g., social equity and equality, diversity, inclusive, accessibility, economic, and cultural impacts that achieve overarching Customer goals that helps shape healthy, diverse and inclusive environments); and,
- (c) Governance practices to enhance positive impact to the Customer (e.g., corporate oversight, risk management, staff retention and management, and leadership).

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

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

2.10 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.

2.11 Invoicing

Flexibility in invoicing processes is required. The Customer and Supplier can mutually agree to invoicing details when executing a 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 and Rates; and,
- (d) Harmonized Sales Tax ("HST") and total cost.

2.11.1 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.

2.11.2 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.

2.12 Rates

The Service Rates shall be:

- (a) Mutually agreed upon between the Customer and Supplier for the specific Service requirements which may be the result of a Second Stage;
- (b) In Canadian funds and shall include all applicable costs, including, but not limited to overhead, materials, fuel, fuel surcharge, duties, tariffs, travel and carriage, 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 and Supplier will mutually agree on Rates and the process and timing for refreshing those Rates based on the Customer's Service needs.

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

2.12.1 Travel Expenses

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

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

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

2.12.2 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 RFSQ and other OEM agreements are structured to support OEM's financial model, while providing savings to Customers.

The Supplier shall pay to OEM a maximum CRF of two percent (2%) on all Services invoiced by the Supplier to the Customers throughout the Term.

CRF will be calculated as follows:

EXAMPLE OF HOW CRF WILL BE CALCULATED WITH A CRF = 2%				
Sales per Quarter	Calculation	CRF	HST	Total CRF Payment to OEM
If Supplier has \$100,000 total sales in first quarter	\$100,000 x 2% CRF	\$2,000.00	\$260.00	\$2,260.00
If Supplier has \$200,000 total sales in second quarter	\$200,000 x 2% CRF	\$4,000.00	\$520.00	\$4,520.00
If Supplier has \$50,000 total sales in third quarter	\$50,000 x 2% CRF	\$1,000.00	\$130.00	\$1,130.00
If Supplier has \$50,000 total sales in fourth quarter	\$50,000 x 2% CRF	\$1,000.00	\$130.00	\$1,130.00
Total CRF Payment to OEM for <u>first year of the Master Agreement</u>:				\$9,040.00

The CRF and applicable HST shall be paid to OEM 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 OEM'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.

2.13 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) Providing training/demonstrations, knowledge transfer, and no-cost educational events (e.g., webinars), if available;
- (h) Establishing an ongoing communications program with the Customer (e.g., new initiatives, innovation, sustainability);
- (i) Adhering to the Customer's confidentiality and privacy policies (e.g., related to student's private information);
- (j) Providing written notice to Customers on any scheduled shut down that would impact services (e.g., ventilation shut downs);
- (k) Provide Customer reporting; and,
- (l) Attending meetings with Customers, as requested.

2.13.1 Transition Support

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

2.14 Supplier Management Support to OEM

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

- (a) Assigning to OEM 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 OEM's and Customer's confidentiality by not disclosing Confidential Information without the prior written consent of OEM 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 OEM to review such information as:
 - i. CSAs and upcoming opportunities; and
 - ii. Review and monitor performance management compliance;
- (f) Complying with Appendix D – OEM's Supplier Code of Conduct requirements as described on the OEM 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 B– 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 OEM).

2.14.1 Master Agreement Award and Launch

The Supplier will meet with OEM 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.

2.14.2 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 RFSQ.

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.

2.14.3 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 C – Supplier Performance Management Scorecard.

2.14.4 Process to Add Other Services

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

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

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

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

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

2.14.5 Saving Calculation

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

The Supplier shall report Customer savings (e.g., energy savings, cost avoidance and/or other savings).

2.14.6 OECM's Supplier Recognition Program

OECM's suppliers play a fundamental role in ensuring Customers' needs are met with consistent and exceptional service. As part of OECM's efforts to provide greater value to Customers and support their Supplier selection process across OECM agreements, OECM has a 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.

2.14.7 Reporting to OECM

The Supplier shall be responsible for providing reports as further described in Appendix B – 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

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

Stage	Description	Refer to RFSQ Section	Scoring Methodology and Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	3.2	Pass/Fail	Pass
Stage II	Technical Response	3.3	100	60
Stage III	Tie Break Process	3.4	No Point Allocation	Not Applicable
Stage IV	Negotiations	3.5	No Point Allocation	Not Applicable
Stage V	Master Agreement Finalization	3.6	No Point Allocation	Not Applicable

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

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

The Proponent shall **not** be a U.S. Business. Any Proponent 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 Ontario's Tenders Portal ("OTP") to qualify and proceed to the next stage of evaluation.

Title	OTP Envelope
Qualification Response	Qualification

If the Proponent fails to insert information contained in the above form, 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 the 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

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

The Technical Response includes a series of questions the Proponent is required to respond to in order to demonstrate the Proponent's ability to fulfill the RFSQ 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. While the overall threshold for the Technical Response is sixty percent (60%) or sixty (60) points, the Technical Response Section 1 is the only individual section that has a minimum threshold of eighteen (18) points.

Point allocations for the Technical Response sections are as follows:

Technical Response Sections	Available Points	Minimum Threshold, if any
1. Proponent's Experience and Qualifications	30	18

Technical Response Sections	Available Points	Minimum Threshold, if any
2. Process and Methodology	50	Not Applicable
3. ESG Considerations & Commercial License	12	Not Applicable
4. Performance and Service Outcomes	8	Not Applicable
TOTAL POINTS:	100	60

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

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

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

3.4 Stage III – Tie Break Process

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

3.5 Stage IV – Negotiations

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

The negotiations may include:

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

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.

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. Terminate negotiations with that particular Preferred Proponent;
- ii. Extend the negotiation timeline; or,
- iii. Publish one (1) or some of the Suppliers, who have executed Master Agreements, within our promotional marketing launch.

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

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

3.6 Stage V – Master Agreement Finalization

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

OEM 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 RFSQ PROCESS

4.1 General Information and Instructions

Procurement Process Non-Binding

This RFSQ 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 RFSQ 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 RFSQ.

4.1.1 RFSQ Timetable

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

Request for Supplier Qualifications Timetable	
Event	Time/Date
OECM's Issue Date of Request for Supplier Qualifications:	May 14, 2025
Proponent's Information and Ontario Tenders Portal Demonstration Session:	2:00 pm on May 21, 2025
Proponent's Deadline to Submit Questions:	5:00 pm on May 27, 2025
OECM's Deadline for Issuing Answers:	June 2, 2025
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on June 5, 2025
OECM's Deadline for Issuing Final Documents:	June 10, 2025
Proponent's Intent to Submit a Proposal:	June 16, 2025
Closing Date:	2:00:00 pm on June 18, 2025
Anticipated Master Agreement Start Date:	October, 2025
All times specified in this timetable are local times in Toronto, Ontario, Canada	

Note – all times specified in this RFSQ 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 RFSQ 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 RFSQ, the RFSQ 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 RFSQ. Where information is requested in this RFSQ, any response made in the Proposal should reference the applicable section numbers of this RFSQ where that request was made.

4.1.4 OECM's Information in RFSQ Only an Estimate

OECM makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFSQ or issued by way of addenda. Any data contained in this RFSQ 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 RFSQ.

4.1.5 Proponent's Costs

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

- (a) The preparation and submission of its Proposal;
- (b) The Proponent's attendance at any meeting in related to the RFSQ process including any in relation to the RFSQ 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 RFSQ Issuance

4.2.1 Communication with OECM

All communications regarding any aspect of this RFSQ 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 RFSQ 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 RFSQ:

- (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 RFSQ

The Proponent shall promptly examine this RFSQ 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 RFSQ, 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 RFSQ 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 RFSQ Timetable noted in Section 4.1.1 of the RFSQ, if it intends to submit a Proposal in response to this RFSQ.

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 RFSQ; and,

(b) Claim that OECM is responsible for any of the circumstances listed in Section 4.2.2 of this RFSQ.

4.2.5 All New Information to Proponents by way of Addenda

This RFSQ 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 RFSQ, such information will be communicated to all Proponents by addenda on OTP. Each addendum shall form an integral part of this RFSQ.

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

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

The Proponent who intends to respond to this RFSQ 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) Email at etenderhelp_CA@jaggaer.com;
- (b) By phone at 866-722-7390; or,
- (c) Accessing website information at https://ontariotenders.app.jaggaer.com/esop/nac-host/public/attach/eTendering_responding_to_tender_guide.pdf.

To be considered in the RFSQ 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 RFSQ on the Closing Date.

A Proposal sent by, email, facsimile, mail and/or any other means other than stated in this RFSQ 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 RFSQ may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFSQ.

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 RFSQ as set out below.

Description	OTP Envelope	Complete within OTP
Qualification Response	Qualification	√
Technical Response	Technical	√

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) 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 RFSQ 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 RFSQ

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

4.3.11 Amendments to RFSQ

Subject to Section 4.1.1 and Section 4.2.4, OECM shall have the right to amend or supplement this RFSQ in writing prior to the Closing Date. No other statement, whether written or oral, shall amend this RFSQ. 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 RFSQ. 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, 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 RFSQ Incorporated into Proposal

All provisions of this RFSQ 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 RFSQ.

4.3.19 No Publicity or Promotion

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFSQ or otherwise promote itself in connection with this RFSQ or any arrangement entered into under this RFSQ 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 RFSQ, 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 RFSQ with negotiated changes, if any, and satisfy any other applicable conditions of this RFSQ 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 3.5 Stage IV – Negotiations, terminate discussions/negotiations with the Preferred Proponent, or extend the negotiation timeline; 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 RFSQ, 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 RFSQ 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 RFSQ 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 RFSQ 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 RFSQ 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 RFSQ 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 RFSQ 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 RFSQ, 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 RFSQ 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 RFSQ 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 RFSQ 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* 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 RFSQ, 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 *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 RFSQ, 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 RFSQ;
- (d) Verify with any Proponent or with a third party any information set out in a Proposal;
- (e) Check references other than those provided by Proponents;
- (f) With supporting evidence, disqualify any Proponent on grounds such as:
 - i. Bankruptcy or insolvency;
 - ii. False declarations;
 - iii. Significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior agreement or agreements;
 - iv. Final judgments in respect of serious crimes or other serious offence; or,
 - v. Professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent;
- (g) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- (h) Disqualify any Proponent whose Proposal is determined by OECM to be non-compliant with the requirements of this RFSQ;
- (i) Disqualify any Proponent that is, or at anytime becomes prior to the award of the Master Agreement, a U.S. Business;
- (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 RFSQ 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 RFSQ, 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 RFSQ provided that those changes are issued by way of addenda in the manner set out in this RFSQ;
- (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 RFSQ process at any stage and issue a new RFSQ 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 RFSQ, 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 RFSQ or in any Proposal;
- (t) Accept any Proposal in whole or in part; or,
- (u) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM and/or its Customers or is otherwise engaged in a dispute with OECM and/or its Customers;

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

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 RFSQ including, but not limited to, cancelling the RFSQ and issuing a new RFSQ for the same or similar Services.

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

4.6.3 No Liability

The Proponent agrees that:

- (a) Any action or proceeding relating to this RFSQ 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 RFSQ 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 RFSQ.

The Proponent further agrees that if OECM commits a material breach of OECM's obligations pursuant to this RFSQ, 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 RFSQ, 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 RFSQ process without the prior written consent of OECM. Any act in derogation of the foregoing shall be null and void.

4.6.5 Entire RFSQ

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

4.6.6 Priority of Documents

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

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 – SUPPLIER REPORTING REQUIREMENTS

Once CSAs have been executed, the Supplier must provide the following reports to OEM 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; (d) Quantity invoiced; (e) Rate and total Rate; and, (f) Cost Recovery Fee.	Quarterly	8th Business Day following each Calendar Quarter
Performance Reporting	Frequency	Due Date
(a) Key Performance Indicators (“KPIs”) Report - As set out in Appendix C – Supplier Performance Management Scorecard. (b) Performance results specific to Customer’s KPIs.	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) OEM Ad Hoc Reports - As requested and mutually agreed upon.		

Final reporting requirements will be determined during negotiations.

APPENDIX C – 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 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 ;
- (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 B – 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 B – 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 of the Supplier's request to add other related services to the Master Agreement;
- (b) Master Agreement extensions; and,
- (c) 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:

Supplier Provided Customer Performance Measures		
Key Performance Indicator	Performance Measurement	Performance Goal
Customer Issues – Number of Customer complaints	Total of Customer complaints annually out of total Customer requests	Less than 2% of total Customer requests
On-time service provision	Actual lead time versus lead time agreed upon	Better than or equal to 98% of the time
Quality of Services	Percentage of returns by Customer	Less than 2% of total orders
Accurate Invoicing	Number of Invoicing errors annually	Less than 2% annually

OECM Evaluation of Supplier's Performances		
Key Performance Indicator	Performance Measurement	Performance Goal
On time Sales Report Submissions	On time	98% of the time
On time KPI Report Submissions	On time	98% of the time
On time submission of executed CSAs received within 30 days of execution	On time	98% of the time
On time CRF payment remittance	Day of	98% of the time
Response time to OECM inquiries	One (1) Business Day	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 CSA, seek other KPIs.

Penalties and Rewards

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

APPENDIX D – 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 OEMC or its Customers;

- (f) Maintain workplace professionalism and respect for the dignity of all employees, Customers, and individuals. The Supplier must never exercise, tolerate or condone harassment, discrimination, violence, retaliation and any other inappropriate behaviour;
- (g) Abide by applicable employment standards, labour, non-discrimination and human rights legislation. Where laws do not prohibit discrimination, or where they allow for differential treatment, the expectation of the Supplier is to be committed to non-discrimination principles and not to operate in an unfair manner. The Supplier must be able to demonstrate that their workplaces operate under the following principles:
 - i. Child labour is not accepted;
 - ii. Discrimination and harassment are prohibited, including discrimination or harassment based on any characteristic protected by law;
 - iii. Employees are free to raise concerns and speak up without fear of reprisal;
 - iv. Appropriate and reasonable background screenings, including investigations for prior criminal activity, have been completed to ensure integrity and character of the Supplier's employees; and,
 - v. Clear and uniformly applied employment standards are used that meet or exceed legal and regulatory requirements;
- (h) Provide healthy and safe workplaces for their employees. These workplaces must comply with applicable health and safety laws, statutes and regulations to ensure a safe and healthy work environment. Employers must also ensure that their employees are properly trained and that they have easy access to information and instructions pertaining to health and safety practices; and,
- (i) Give high priority to environmental issues and implement initiatives to foster sound environmental management through practices that prevent pollution and preserve 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 OEMC's SCC;
- (b) Report violations of the SCC or identify any Customer requests that might constitute violations; and,
- (c) Cooperate and collaborate with OEMC and bring about the resolution of SCC compliance issues.

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

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

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

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

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

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

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