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INDIGENOUS SUPPLIER QUALIFICATION

REQUEST FOR SUPPLIER QUALIFICATIONS #2025-491

Request for Supplier Qualifications (“RFSQ”) Timetable	
Event	Time/Date
OECM's Issue Date of RFSQ:	July 17, 2025
Proponent's Deadline to Submit Questions:	5:00 pm on July 25, 2025
OECM's Deadline for Issuing Answers:	August 6, 2025
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on August 13, 2025
OECM's Deadline for Issuing Final Documents:	August 19, 2025
Closing Date:	2:00:00 pm on August 29, 2025
Anticipated Master Agreement Start Date:	September 2025
All times specified in this timetable are local times in Toronto, Ontario, Canada	

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

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PART 1 – INTRODUCTION

This non-binding Request for Supplier Qualifications (“RFSQ”) is an invitation to obtain Proposals from qualified Indigenous Proponents for the creation of an OECM Indigenous Supplier Inclusion Directory.

The RFSQ process will result in a directory of pre-qualified Indigenous Suppliers for OECM Customers to use on an as-and-when required basis.

OECM is committed to fostering Indigenous economic inclusion, reconciliation, and socially responsible procurement through this RFSQ. This initiative aims to identify and prequalify Indigenous Suppliers for procurement opportunities aligned with the diverse needs of OECM Customers. OECM recognizes and values the unique offerings of Indigenous businesses and encourages their participation in this initiative.

Participation in this qualification process is based on the Proponent’s confirmation that it is an **Indigenous Business** as defined in Part 1A.2 - Definitions. The Proponent should identify, as part of its Proposal, the Products and/or Services it currently sells, along with the Ontario geographical locations it is able to serve.

As defined in Part 1A.2 – Definitions, a Supplier means a successful Proponent who executes a Master Agreement with OECM. This section also includes a list of OECM Customers.

Refer to Part 2 - The Deliverables for a full description of the requirements and Refer to Appendix E for geographical locations.

This RFSQ is issued by OECM.

1.1 Objective of this RFSQ

Through this RFSQ, OECM aims to:

- (a) Establish a directory of prequalified Indigenous Suppliers capable of delivering Products and/or Services to OECM Customers across Canada;
- (b) Enhance access to qualified Indigenous Suppliers;
- (c) Promote equitable participation of Indigenous Supplier in public procurement opportunities; and,
- (d) Contribute to economic development within Indigenous communities through inclusive, equitable, and values-driven procurement practices.

1.2 Supplier Qualifications

The Supplier shall meet the following requirements:

- (a) Being an Indigenous Business as defined in Part 1A.2 – Definitions; and,
- (b) Possessing applicable certification (e.g., Canadian Council for Indigenous Business (“CCIB”), Canadian Aboriginal and Minority Supplier Council (“CAMSC”)).

1.3 Authorized Reseller

The Supplier shall be the Original Equipment Manufacturer (“OEM”) or an Authorized Reseller of the Products and/or Services, and provide the appropriate resources with associated skills, experience and knowledge to fulfill RFSQ requirements.

Where components comprising the Products and/or Services are not manufactured by the Supplier, the OEM of those components shall be deemed to be a Supplier’s Subcontractor, and the Supplier shall be responsible for providing those components to the Customer on the terms and conditions of the Master Agreement and Customer-Supplier Agreement (“CSA”).

The Supplier must have maintained its status as an Authorized Reseller in good standing with the OEM for at least the past one (1) year. The Supplier’s Authorized Reseller status shall be maintained throughout the Term of the Master Agreement (“Term”), with any changes of status to be communicated to OECM within five (5) Business Day of such change.

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 Products and/or Services.

The Term of the resulting Master Agreements are intended to be for three (3) years, with an option in favour of OECM to extend the Term on the same terms and conditions for up to two (2) additional years. Performance as set out in Appendix C – Supplier Performance Management Scorecard and, if applicable, Supplier Recognition Program evaluation results will be considered when contemplating a Master Agreement extension.

Master Agreements will not be awarded by a particular geographical location. The Proponents will, however, identify the Ontario County, District, Region, or Single-Tier locations, in its Proposal, where it is able to provide Products and/or Services. Other geographical locations may be added during the Term of the Master Agreement. This information will be shared with Customers, post award, to support their procurement activities.

Customers participating in the Master Agreements will execute a CSA with a Supplier as attached in Appendix A – Form of Master Agreement. Prior to executing a CSA, the Customer will negotiate their unique requirements and further negotiate with the Supplier and mutually agree to additional terms and conditions (e.g., Products, Services, pricing specific to the Customer's requirements) 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 Products and/or 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 Products and/or Services has occurred.

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

1.4.2 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 The Ontario Broader Public Sector Procurement Directive

OECM, and BPS Customers serviced 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/procurement-directive).

[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 fulfill. Whenever the terms “must” or “shall” are used in relation to OEMC or the Supplier, such terms shall be construed and interpreted as synonymous and shall be construed to read “OEMC shall” or the “Supplier shall,” as the case may be;
 - ii. The term “should” relates to a requirement that OEMC would like the Supplier to fulfill; and,
 - iii. The term “will” describes a procedure that is intended to be followed.

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 Ontario Tenders Portal (“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, 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;
- (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) would 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, in the OTP Qualification Envelope, 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 Products and/or 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 the scope of the resulting Master Agreement;

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

“Indigenous Business” means a sole proprietorship, limited company, co-operative, partnership, joint venture and not-for-profit organization that (i) has at least fifty-one percent (51%) owned and controlled by Indigenous Peoples, (ii) as a joint venture, it must have at least fifty-one percent (51%) owned and controlled by Indigenous Peoples, and (iii) for an organization or joint venture to qualify as an Indigenous Business, it must demonstrate that at least twenty-five percent (25%) of the value of the work performed under the resulting Master Agreement will be performed by Indigenous Business;

“Indigenous Peoples” means individuals who are recognized First Nations, Metis, Inuit or Native American;

“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;

“OECM” means the Ontario Education Collaborative Marketplace;

“Municipalities” means municipal entities established under applicable provincial or territorial legislation across Canada. This includes, but is not limited to, cities, towns, villages, rural municipalities, counties, districts, regional municipalities, local service districts, and local boards or commissions empowered by municipal statutes. This definition also includes affiliated agencies, boards, and commissions that operate under or in collaboration with these municipal entities. For clarity, this definition encompasses municipalities as defined under:

- (a) *Municipal Act, 2001 (Ontario)* and *City of Toronto Act (Ontario)*;
- (b) *Municipal Government Act (Alberta, Nova Scotia, Prince Edward Island)*;
- (c) *Community Charter and Local Government Act (British Columbia)*;
- (d) *Cities Act and Municipalities Act (Saskatchewan)*;
- (e) *Municipal Act (Manitoba, New Brunswick, Newfoundland and Labrador)*;
- (f) *Cities, Towns and Villages Act (applicable in the Northwest Territories and Nunavut)*; and,

(g) *Municipal Act* (Yukon), and others;

“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 may submit 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;

“Product” means all Product 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;

“Proponent” means an Indigenous Business 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 may complete its Qualification Response;

“Qualification Response” means the information the Proponent is required to submit either within OTP or via email to the RFSQ Contact;

“Rates” means the maximum prices, in Canadian funds, in the Customer’s CSA or as mutually agreed upon between the Customer and the Supplier throughout the CSA Term;

“Request for Supplier Qualifications” or **“RFSQ”** means this Request for Supplier Qualifications #2025-491 issued by OECM, including all appendices and addenda thereto;

“RFSQ Contact” means the designated email address indigenous.engagement@oecm.ca;

“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 Products and/or Services specific to a Customer’s organization;

“Service” means all Service 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 may complete its Technical Response;

“Technical Response” means the information, which will be evaluated and scored, the Proponent submits either within OTP or via email to the RFSQ Contact;

“Term” means the Master Agreement Term as set out in Section 1.4 of this RFSQ; and,

“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.

[End of Part 1A]

PART 2 – THE DELIVERABLES

OECM requires that the Proponent have a clear and comprehensive understanding of the RFSQ requirements (i.e., Part 2 – The Deliverables).

2.1 OECM Portfolios

Proponents may provide Products and/or Services aligned with the OECM Portfolios including, but not limited to:

- (a) Educational/Recreational Supplies;
- (b) Facilities and Operations;
- (c) Finance;
- (d) Furniture/Furnishings;
- (e) IT Hardware;
- (f) IT Professional Services;
- (g) IT Solutions;
- (h) Miscellaneous Professional Services;
- (i) Office Stationery, Supplies and Services; and,
- (j) Transportation/Courier.

Refer to Appendix G for a list of Products and Services per OECM Portfolio.

2.2 Other Products and Services

During Proposal submission or the Term the Supplier may propose/request adding other Products and/or Services to align with Customer needs. OECM will review and assess the request and may accept or reject it based on currently available Products and/or Services.

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

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

2.3 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 Product and/or Service availability critical to Customers.

2.4 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 Products and/or 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.

2.5 **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 Products and/or 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.

2.6 **Rates**

The Rates shall be:

- (a) Mutually agreed upon between the Customer and Supplier for the specific 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, material and warranty costs, 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 Harmonized Sales Tax ("HST"), or other similar taxes.

The process and timing for Customer Rate refreshes (e.g., for annual refresh for hourly Rates for Supplier's key personnel) shall be mutually agreed upon between the Supplier and Customer.

2.6.1 **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 OECM agreements are structured to support OECM's financial model, while providing savings to Customers.

The Supplier shall pay to OECM a maximum CRF of two percent (2%) on all Products and/or Services invoiced by the Supplier to the Customers throughout the Term. A part of this payment supports OECM's operations, while another share is allocated to an Indigenous Engagement Fund to support various community activities (e.g., outreach, training, and events to advance Indigenous and diverse Supplier participation).

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 OECM
If Supplier has \$100,000 total sales in first quarter	\$100,000 x 2% CRF	\$2,000.00	\$260.00	\$2,260.00

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 \$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 \$25,000 total sales in fourth quarter	\$25,000 x 2% CRF	\$500.00	\$65.00	\$ 565.00
Total CRF Payment to OEM for <u>first year of the Master Agreement</u>:				\$8,475.00

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.

2.7 Supplier Support to Customers

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

- (a) Responding to Customer's inquiries (e.g., to day-to-day activities) within one (1) Business Day or as agreed upon with the Customer;
- (b) Ensuring minimal disruption to the Customer;
- (c) Managing issue resolution in a timely manner;
- (d) Providing support to Customers in the event of a warranty claim;
- (e) Providing training, knowledge transfer, and no-cost educational events (e.g., webinars), if available; and,
- (f) Providing Customer reporting.

2.8 Supplier Management Support to OECM

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

- (a) Assigning to OECM a Supplier Account Manager responsible for supporting and overseeing all aspects of the Master Agreement;
- (b) Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- (c) Promoting the Master Agreement within the Customer community;
- (d) Maintaining OECM's and Customer's confidentiality by not disclosing Confidential Information without the prior written consent of OECM and/or the Customer, as the case may be, as further described in Appendix A – Form of Master Agreement;
- (e) Attending business review meetings with OECM to review such information as:
 - i. CSAs and upcoming opportunities; and,
 - ii. Review and monitor performance management compliance;
- (f) Complying with Appendix D – OECM's Supplier Code of Conduct requirements as described on the OECM website at <https://oecm.ca/oecm-advantage/our-supplier-partners/supplier-code-of-conduct>;
- (g) Managing issue resolution in a timely manner;
- (h) Complying with agreed upon escalation processes to resolve outstanding issues;
- (i) Timely submission of reports as described in Appendix 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 OECM).

2.8.1 Master Agreement Award and Launch to OECM Customers

Once Master Agreements have been executed, OECM's website will publish relevant information (e.g., Supplier's name, its Products/Services) for Customers' use.

To support the website, the Supplier will meet with OECM to discuss an effective launch strategy, and will provide:

- (a) Supplier's profile and logo;
- (b) Supplier's contact information; and,
- (c) Other relevant materials.

2.8.2 Promoting OECM Master Agreements

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

The Supplier will actively promote the Master Agreement to Customers which may include, but not 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 Products and/or Services).

OECM will promote the use of the Master Agreement with Customers which may include, but not 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.

2.8.3 Supplier Performance Management Scorecard

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

2.8.4 OECM's Supplier Recognition Program

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

2.8.5 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 Points Requirement (if any)
Stage I	Qualification Response	3.2	Pass/Fail	Pass
Stage II	Technical Response	3.3	100 Points	60 Points
Stage III	Tie Break Process	3.4	Not Applicable	Not Applicable
Stage IV	Negotiations	3.5	Not Applicable	Not Applicable
Stage V	Master Agreement Finalization	3.6	Not Applicable	Not Applicable

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

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

To qualify, the Proponent **must** complete and submit the below via OTP or via the RFSQ Contact.

If submitting a Proposal via OTP, submit:

Title
Qualification Response

If submitting a Proposal via email to the RFSQ Contact, submit:

Title
Form 1 – Qualification Response
Form 2 – Proposed Products and/or Services
Form 3 – Geographical Locations

If the Proponent fails to complete and submit the above, OECM may provide an opportunity to rectify such deficiency within a period of two (2) Business Days from notification thereof. Only Proponents satisfying the identified deficiencies within allotted time will proceed to Stage II.

OECM will review and assess the proposed Products/Services for relevancy to meet Customer's needs and may accept or reject it.

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.

A Proposal that passes Stage I is referred to as an Eligible Proposal.

3.3 Stage II – Technical Response

Stage II will consist of an evaluation and scoring of the submitted 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 proposed Products/Services. Only information contained within the Technical Response will be evaluated in Stage II.

An Eligible Proposal that meets or exceeds the overall minimum threshold of sixty (60) points will receive a **pass** in this stage and proceed to Stage III of the evaluation process.

Point allocations for the Technical Response sections are as follows:

Technical Response Sections	Available Points
1. Proponent's Profile	35
2. Proponent's Experience	30
3. Proponent's Customer Support	35
TOTAL POINTS:	100 (Minimum Threshold 60 Points)

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.

An Eligible 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.

An Eligible Proposal that passes Stage II will move to Stage III.

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 will invite all Proponents to negotiations.

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

3.5 Stage IV – Negotiations

The Proponent with an Eligible Proposal will be referred to as a Preferred Proponent.

Concurrent negotiations, with the Preferred Proponents, will be based on the proposed Products/Services, and the Proposals, understanding that OECM is seeking the best overall solution for Customers.

The negotiations may include:

- (a) Proposed Products/Services;
- (b) OEM Authorized Reseller Letter;
- (c) Master Agreement management (e.g., performance, KPIs, reporting);
- (d) Master Agreement terms and conditions; and,
- (e) 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.

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 OECEM's promotional marketing launch.

Other Master Agreements, if successfully negotiated with other Preferred Proponents would be added to OECEM'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 OECEM. Once the Master Agreement has been executed, Customers may execute a CSA.

OECEM 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 RFSQ:	July 17, 2025
Proponent's Deadline to Submit Questions:	5:00 pm on July 25, 2025
OECM's Deadline for Issuing Answers:	August 6, 2025
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on August 13, 2025
OECM's Deadline for Issuing Final Documents:	August 19, 2025
Closing Date:	2:00:00 pm on August 29, 2025
Anticipated Master Agreement Start Date:	September 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 Video

The Proponent should download and watch the prerecorded Proponent Information and OTP Demonstration information video, which will be available on the OTP Buyer Attachment area, located under the Folder 3. Proponent's Supplementary Information.

The video 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.

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

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 conduct of any due diligence on its part, including any information gathering activity;
- (c) The preparation of the Proponent's own questions; and,
- (d) 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 communication regarding any aspect of this RFSQ must be sent to OECM as,

- (a) A Message on OTP or;
- (b) An email to the RFSQ Contact at indigenous.engagement@oecm.ca.

If the Proponent fails to comply with the requirement to direct all communications to OECM using the above-mentioned methods, 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 OECM Customer engaged in this RFSQ;
- (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 OTP Message has delivered to OECM's OTP inbox or an email has been received at the RFSQ Contact at indigenous.engagement@oecm.ca.

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 an answer will be formally evidenced through the issue of a separate addendum for this purpose.

To ensure the Proponent clearly understands 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 or the designated email address, 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 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 or to the RFSQ Contact 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.

4.2.4 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 one (1) of the following methods:

- (a) 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 seek support about the use of OTP via:

- i. The form on the OTP at <https://jaggaer.my.site.com/SupplierSupportRequest/s/>;
- ii. By phone at 866-722-7390;
- iii. Accessing website information at https://ontariotenders.app.jaggaer.com/esop/nac-host/public/attach/eTendering_responding_to_tender_guide.pdf; or,

- (b) Email to the RFSQ Contact at indigenous.engagement@oecm.ca.

To be considered in the RFSQ process, a Proposal must be submitted on OTP or received in the RFSQ Contact email inbox **before** the Closing Date as set out in Section 4.1.1 and on OTP.

A Proposal sent by email other than to the RFSQ Contact, 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 or to the RFSQ Contact 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.

If submitting a Proposal via OTP, include:

Description	OTP Envelope
Qualification Response	Qualification
Technical Response	Technical

If submitting a Proposal via email to the RFSQ Contact, include:

Description
Form 1 – Qualification Response
Form 2 – Proposed Products and/or Services
Form 3 – Geographical Locations
Form 4 – Technical Response

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; and,
- (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

Each Proposal received will be received based on the date and time stamp recorded by OTP or the time the email is received at the designated email address.

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 the submission on OTP or by emailing the designated address any time before the Closing Date. After the Closing Date, withdrawal requests must be submitted via OTP Message or to the designated email address.

4.3.7 Amendment of Proposal

A Proponent may amend its Proposal after submission through OTP or sending the amended Proposal to the designated email address, 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 Products and/or 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 RFSQ Incorporated into Proposal

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

4.3.16 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.

4.3.17 Substantial Compliance

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

4.3.18 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 and 3.6, be at liberty to extend the timeline, terminate discussions/negotiations with the Preferred Proponent, or publish one (1) or some of the Suppliers, who have executed Master Agreements within OECM's promotional marketing launch. Other Master Agreements, if successfully negotiated with other Preferred Proponents would be added to OECM's website at a later date.

4.4.2 Failure to Execute a Master Agreement

When the Preferred Proponent successfully reaches an agreement with OECM at the end of the negotiation process in accordance with the evaluation set out in this 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 Master 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 Law, 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 Products and/or Services unless specifically requested. OECM shall maintain the information for a period of seven (7) years from the time of collection. Should OECM request such information, OECM will treat this information in accordance with the provisions of this Section;
- (b) Use – Any personal information as defined in the *Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5* that is requested from a Proponent by OECM shall only be used to select the qualified individuals to undertake the Products and/or 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 prior agreements with OECM and/or Customers;
 - 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 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 CRF to OECM);
- (j) 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.
- (k) Disqualify the Proponent who has been charged or convicted of an offence in respect of an agreement with OECM, or who has, in the opinion of OECM, engaged in any illegal business practices, including activities such as bid-rigging, bribery, fraud, coercion or collusion, unethical conduct, including lobbying as described above or other forms of deceitfulness, or other inappropriate communications offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of OECM, or where the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM;
- (l) Disqualify any Proposal of any Proponent who has breached any Applicable Law 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;

- (m) 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;
- (n) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (o) Reject a Subcontractor proposed by a Proponent within a Consortium;
- (p) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;
- (q) Cancel this 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;
 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 supplier qualifications, sole source, or do nothing;
- (r) Discuss with any Proponent different or additional terms to those contained in this RFSQ or in any Proposal;
- (s) Accept any Proposal in whole or in part; or,
- (t) 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 Products and/or 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 Reservation of Copyright

This work, including all addenda, schedules, appendices, and attachments hereto, is protected by copyright law. OECM, as the copyright holder, hereby reserves all rights, including but not limited to the rights of reproduction, distribution, display, performance, adaptation, and translation. No part of this work may be reproduced, distributed, or used in any form or by any means, electronic or mechanical, in whole or in part, without the prior written permission of OECM. This includes, without limitation, the right to create derivative works, to authorize others to exercise these rights, and to enforce these rights. Any unauthorized use, reproduction, distribution of this work, in whole or in part, will constitute a violation of the OECM's copyright and will be pursued to the fullest extent permitted by law, including legal prosecution.

4.6.7 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.

4.6.8 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.

4.6.9 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.

4.6.10 Cancellation

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

4.6.11 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.

4.6.12 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 OECM for the Term. Reports shall be submitted via email in Microsoft Excel format according to the frequency set out below.

Supplier Reporting Requirements		
Sales Reporting	Frequency	Due Date
Sales Reporting Requirements will be determined during negotiations.	Quarterly	8th Business Day following each Calendar Quarter
Performance Reporting	Frequency	Due Date
(a) Key Performance Indicators reporting - as set out in Appendix C – Supplier Performance Management Scorecard; and, (b) Performance results specific to Customer's KPIs.	Quarterly	8th Business Day of every Calendar Quarter
CSA Reporting	Due Date	
(a) Provide a copy of each fully executed CSA.	Within thirty (30) days of CSA execution	
Other Reporting		
Other reporting requirements may include:		
(a) Sales Forecasting Reports; i. By November 15 – for the next calendar year; ii. By March 15 – for April to December, if the forecast in (a) above has changed; and, iii. By July 15 – for August to December, if the forecast in (b) above has changed.		
(b) Specific Customer Reports, as requested (e.g., purchase orders and invoices).		
(c) OECM Ad Hoc Reports - As requested and mutually agreed upon.		

Final reporting requirements will be determined during negotiations.

APPENDIX C – SUPPLIER PERFORMANCE MANAGEMENT SCORECARD

Master Agreement performance means the Supplier aligns with OECM's three (3) pillars of Savings, Choice and Service, supporting the growth of the Master Agreement among Customers, and providing quality products and services at competitive rates.

Supplier performance means the Supplier meets or exceeds the performance requirements described below and adheres to all the other contractual requirements.

As part of OECM's efforts to provide greater value to Customers, OECM has implemented a Supplier Recognition Program. Through the Supplier Recognition Program, OECM will objectively assess Supplier's performance using an open, fair and transparent framework to recognize and reward top-performing suppliers on an annual basis.

To ensure Master Agreement requirements are met, the Supplier's performance will be measured and tracked by OECM to ensure:

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

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

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

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

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

- (a) The approval or rejection of the Supplier's request to add other related Products and/or 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 OECM and Customer KPIs.

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

Supplier Provided Customer Performance Measures		
Key Performance Indicator	Performance Measurement	Performance Goal
Customer Issues – Number of Customer Complaints	Total Customer complaints annually out of total Customer requests	Less than 2% of total annual Customer requests
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 executed CSA submissions	Within 30 days of execution	98% of the time
On time and completed KPI Report submissions	8th Business Day following each Calendar Quarter	98% of the time
On time and completed Sales Report submissions	8th Business Day following each Calendar Quarter	98% of the time
On time CRF Remittance	Within 30 days of invoice, due on May 15, August 15, November 15, February 15	98% of the time
Response Time to OECM Inquiries	One (1) Business Day	98% of the time

Other or additional KPIs, as mutually agreed upon between the Supplier and OECM, shall be finalized during negotiations.

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 Products and/or 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 Products and/or 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 Law. 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 Products and/or 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 Law are met, and not engage in any form of corrupt practices including extortion, fraud or bribery;
- (e) Ensure that any outsourcing and/or subcontracting used to fulfill Products and/or 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 Products and/or Services by the Supplier to OEM 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 OEM's SCC;
- (b) Report violations of the SCC or identify any Customer requests that might constitute violations; and,
- (c) Cooperate and collaborate with OEM and bring about the resolution of SCC compliance issues.

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

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

For more information, visit OEM's website at <https://oecm.ca/oecm-advantage/our-Supplier-partners/Supplier-code-of-conduct>.

APPENDIX E – ONTARIO COUNTY, DISTRICT, REGION, AND SINGLE-TIER LOCATIONS

Counties	Districts	Regions	Single-Tier
Bruce	Algoma	Durham	Brant
Dufferin	Cochrane	Halton	Chatham-Kent
Elgin	Kenora	Niagara	Haldimand
Essex	Manitoulin	Peel	Hamilton
Frontenac	Muskoka	Waterloo	Kawartha Lakes
Grey	Nipissing District	York	Norfolk
Haliburton	Parry Sound		Ottawa
Hastings	Rainy River		Prince Edward
Huron	Sudbury		Toronto
Lambton	Thunder Bay		
Lanark	Timiskaming		
Leeds and Grenville			
Lennox and Addington			
Middlesex			
Northumberland			
Oxford			
Perth			
Peterborough			
Prescott and Russell, United Counties			
Renfrew			
Simcoe			
Stormont, Dundas and Glengarry			
Wellington			
https://www.amo.on.ca/about-us/municipal-101/ontario-municipalities			

APPENDIX F – OEM AUTHORIZED RESELLER LETTER FOR EACH OEM

This Appendix must be completed, signed, dated and submitted during Stage IV – Negotiations if the Preferred Proponent is **not** the OEM of the proposed Product and/or Service. Therefore, if the Preferred Proponent is the OEM of the proposed Product and/or Service, this form is **not** required.

To: OEM and the Preferred Proponent

Proponent's Name: _____

OEM's Name: _____

Re: Proponent's Proposal in response to OEM's RFSQ #2025-491

The OEM agrees and confirms that:

- (a) The named Proponent is an Authorized Reseller of the proposed Product and/or Service OEM;
- (b) The Proponent will be eligible and authorized to fulfill the requirements to supply Product and/or Service from the OEM;
- (c) The OEM warranty period is for Insert (e.g., one (1) year); and,
- (d) The Proponent has maintained its status as an Authorized Reseller in good standing with the OEM for at least the past one (1) year.

This Appendix must be signed by an authorized representative from the OEM.

OECM may, at its sole discretion, contact the OEM to validate information proposed prior to the award of this RFSQ and/or at any during the Term of the Master Agreement.

OEM Name

OEM's Representative's Name

I have authority to bind the OEM

OEM's Representative's Title

OEM's Representative's Telephone Number

OEM's Representative's Email Number

Date

APPENDIX G – PRODUCTS AND SERVICES PER OECM PORTFOLIOS

OECM Portfolio	Products and Services per OECM Portfolio
Educational/ Recreational Supplies	(a) Apparel and Related Products and Services; (b) Marketing and Promotional Products; (c) Sports and Special Needs Products; (d) Systematic and Explicit Evidence-Based Reading Programs and Interventions; and, (e) Performance Appraisal Consulting Services.
Facilities and Operations	(a) Commercial Air Treatment Technology Related Products and Optional Services; (b) Commercial Ductwork Sealing and Related Services; (c) Cooling and Heating System Water Testing and Treatment Program; (d) Custodial and Janitorial Supplies Equipment and Related Services; (e) Electrical Products; (f) Environmental Professional Services; (g) Facilities Condition Assessment Services; (h) Facilities Maintenance Repair and Operations Products and Related Services; (i) Facility Project Management Services; (j) Fire Extinguisher Hose and Hydrant Inspection and Preventative Maintenance Services; (k) Foodservice Consulting and Design Services; (l) General Contractors for Construction Services; (m) General Hand Tools; (n) HVAC Commissioning, Recommissioning/Retrocommissioning and Related Services; (o) HVAC System Air Filter and HEPA Air Filtration Units and Related Products; (p) Integrated Workplace Management System (“IWMS”) and Related Services; (q) Life Safety System Services; (r) Lighting Consulting Services; (s) Lighting Contractor Services; (t) Modular Buildings and Portable Classrooms; (u) Pest Control and Related Services; (v) Plumbing and Heating Ventilation and Air Conditioning (“HVAC”) Products; (w) Portable Classroom Demolition; (x) Professional Engineering Services – Mechanical and Electrical; (y) Professional Security Guard Services; (z) Roofing Consulting Services; (aa) Roofing Contractor Services; (bb) Security Systems Access and Control Products and Related Services; (cc) Signage Products and Related Services; (dd) Solar PV Systems and Services; and, (ee) Unit Ventilators.

OECM Portfolio	Products and Services per OECM Portfolio
Finance	(a) Audit Related Services; (b) Collection Agency Services; (c) Credit and Debit Card Processing Devices and Services; (d) Insurance Broker Services; (e) Insurance Consulting Services; and, (f) Payment Recovery and Advisory Services.
Furniture/ Furnishings	(a) Educational Furniture and Related Services; (b) Office Space Furniture and Related Services; and, (c) Residence Furniture and Mattresses.
IT Hardware	(a) Chrome and Cloudbook Devices and Services; (b) End-User Computing Products and Related Services; (c) Networking Products and Related Services; (d) Toner Cartridges and Related Services; (e) Multi-Function Devices and A4 Printers; and, (f) Supply/Installation of Digital Signage Digital Scoreboards & Audio-Visual System Solutions.
IT Professional Services	(a) Audio Video Captioning and Transcription Services; (b) IT Project-Based Professional Services; (c) Vulnerability Assessment and Penetration Testing Services; and, (d) IT Technical Support Services.
IT Solutions	(a) Broadband Internet and Related Services; (b) Cloud Technology and Related Professional Services; (c) Electronic Device Disposal and Recycling Services; (d) Electronic Document and Records Management Solutions; (e) Electronic Research Administration Systems and Related Services; (f) Enterprise Resource Planning (“ERP”) Solutions and Related Services; (g) IT Help Desk Support Services; (h) IT Software Platform and Related Services (for ITSM and ESM); (i) Learning Management System; (j) Online Marketplace Platform Services; (k) Onsite Print and Logistic Services; (l) Software Defined Wide Area Network; (m) Software License Products and Related Services; and, (n) Student Information System and Related Services (for School Boards).

OECM Portfolio	Products and Services per OECM Portfolio
Miscellaneous Professional Services	(a) Dental Supplies Small Equipment and Related Services; (b) Professional Security Guard Services; (c) Recruitment and Staffing Services; and, (d) Translation Interpretation and American Sign Language ("ASL") Services.
Office Stationery, Supplies and Services	(a) Office Supplies and Fine Copy Paper; (b) Print Products Signage and Related Services; and, (c) Toner Cartridges and Related Services.
Transportation/ Courier	(a) Chartered Transportation Services; (b) Courier Services; (c) Fleet Management and Related Services; (d) Retail Fuel Purchase Program; and, (e) Vehicle Rental and Related Services.