



Savings | Choice | Service

FURNITURE, MATTRESSES, AND RELATED SERVICES

REQUEST FOR PROPOSALS #2025-470

Request for Proposals Timetable	
Event	Time/Date
OECM's Issue Date of Request for Proposals:	June 6, 2025
Proponent's Information and Ontario Tenders Portal Demonstration Session:	2:00 pm on June 12, 2025
Proponent's Deadline to Submit Questions:	5:00 pm on June 17, 2025
OECM's Deadline for Issuing Answers:	June 24, 2025
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on June 30, 2025
OECM's Deadline for Issuing Final Documents:	July 10, 2025
Proponent's Intent to Submit a Proposal:	July 10, 2025
Closing Date:	2:00:00 pm on July 21, 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 Proposals (“RFP”) is an invitation to obtain Proposals from qualified Proponents for Furniture, Mattresses, (“Products”) and Related Services (“Services”) as described in Part 2 – The Deliverables.

OECM intends to award one (1) or more Master Agreements per Category, with a fixed Term of the Master Agreement (“Term”) of six (6) years. Master Agreements will not be awarded by a particular Zone (refer to Appendix G). The Proponent will, however, identify the Ontario Zone where it is able to provide the Products and Services. This information will be shared with Customers, post award, to support their Second Stage Selection Process (“Second Stage”). Other Zones may be added to the Master Agreement during the Term.

The RFP has four (4) Categories:

- (a) Category A – Office Furniture and Related Services;
- (b) Category B – Education Furniture and Related Services;
- (c) Category C – Residence Furniture and Related Services; and,
- (d) Category D – Mattresses, Sleep Accessories and Related Services.

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

The Proponent must not be a U.S. Business (“U.S. Business”), where U.S. Business means a supplier, manufacturer, or distributor of any business structure (including a sole proprietorship, partnership, corporation, or other business structure) that: (i) has its headquarters or main office located in the U.S., and (ii) has fewer than two-hundred and fifty (250) full-time employees in Canada. If a Proponent is a subsidiary of another corporation, part (i) of the definition above is met if that Proponent is controlled by a corporation that has its headquarters or main office located in the U.S. Refer to Section 1A.2 for more information.

This RFP is issued by OECM.

1.1 Objective of this RFP

The objective of this RFP is to:

- (a) Ensure Product/Service quality, flexibility, and suitability;
- (b) Provide a broad range of new and high-quality furniture;
- (c) Have Suppliers who are Original Equipment Manufacturer (“OEM”) and/or authorized resellers with the capability to provide Products and Services;
- (d) Establish a strong, cooperative, and proactive relationship with the Supplier;
- (e) Provide Customers with professional and responsive design services, customer support, and account management;
- (f) Provide OECM Customers the ability to purchase Products/Services from qualified Suppliers to satisfy their requirements; and,
- (g) Reduce the costs of associated competitive procurement processes on an ongoing basis (i.e., fewer competitive procurement documents issued by Customers).

1.2 Supplier Experience and Qualifications

The Supplier should possess a combination of relevant experience, capacity, and qualifications in providing Products and Services within the Category being proposed as it relates to the requirements of the RFP including, but not limited to:

- (a) Industry Experience: The Supplier shall have a minimum of five (5) years of experience in the provision, delivery, and installation of commercial, Products to Customers of varying size and complexity;

- (b) The Proponent should demonstrate their capability to fulfill orders, deliver, and install furniture consistently within the selected zones, ensuring reliable service coverage and support for Customers across those regions;
- (c) Product and OEM Knowledge: Strong understanding of Product solutions offered by various OEMs, with the ability to source, recommend, and support a broad range of high-quality, fit-for-purpose Products suited to different environments and Customer needs;
- (d) Skilled Workforce: Access to qualified personnel with relevant expertise in furniture installation, configuration, logistics, and after-sales support. This includes the capacity to coordinate large-scale deliveries and manage complex installations in both urban and remote locations;
- (e) Customer-Centric Approach: The Supplier shall have proven experience in working collaboratively with Customers to understand needs, meet specifications, and provide responsive, tailored support throughout the lifecycle of the engagement, including warranty and Service claims management;
- (f) Regulatory Compliance: The Supplier shall adhere to all applicable laws, including but not limited to accessibility standards (e.g., Accessibility for Ontarians with Disabilities Act ("AODA")), environmental regulations, and health and safety requirements for on-site Service delivery; and,
- (g) Performance and Quality Assurance: The Supplier shall have a history of meeting or exceeding Service expectations, including delivery timelines, Product quality, and Customer satisfaction

By meeting this experience and qualifications, a Supplier will demonstrate its readiness to support the diverse and evolving needs of Customers seeking dependable, high-quality Products across office, educational, and residence settings.

1.3 Authorized Reseller

The Proponent shall be the OEM or an Authorized Reseller of the proposed OEM, and shall provide the appropriate resources with associated skills, experience, and knowledge to fulfill the RFP requirements.

Where components comprising the Deliverables are not provided directly 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 Contract.

The Supplier's reseller status shall be maintained throughout the Term, with any changes of status to be communicated to OEMC within thirty (30) days of such change.

The Proponent shall submit Appendix H - OEM Undertaking/OEM Authorized Reseller letter for each OEM they are proposing as part of their submission, if the Proponent is not the OEM.

1.4 Project Background and Historical Spend

OECM currently has the following three (3) Furniture and Related Services agreements in place:

- (a) Office Space Furniture and Related Services #2019-355, expiring in April 2026;
- (b) Educational Furniture and Related Services # 2022-410, expiring in March 2026; and,
- (c) Residence Furniture and Mattresses # 2023-432, expiring in May 2026.

There are presently four hundred and sixty-nine (469) Customer-Supplier Agreements (CSAs) executed under the agreements. There are two hundred and seventeen (217) unique Customers using these existing OECM agreements:

- (a) Sixty (60) School Boards;
- (b) Seventeen (17) Colleges;
- (c) Fifteen (15) Universities; and,
- (d) One hundred and twenty-five (125) other organizations.

To date, the approximate combined purchases through these existing agreements are over sixty-three million dollars (\$63 million).

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

1.4.1 Customer Engagement

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

- (a) Toronto Catholic District School Board;
- (b) Ottawa Carleton District School Board;
- (c) Kawartha Pine Ridge District School Board;
- (d) Western University;
- (e) Sheridan College; and,
- (f) Town of Bradford West Gwillimbury.

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

1.5 Award Strategy

OECM may, through this RFP process, enter into one (1) or more Master Agreements, per Category, with Suppliers for the provision of the Products and Services for OECM Customers to use on an as-and-when required basis.

The Term will be for six (6) years without an option for extension.

Master Agreements will not be awarded by a particular geographical area. The Proponent will, however, identify the Ontario Zone (refer to Appendix G) where it is able to provide the Products and Services. This information will be shared with Customers, post-award, to support their Second Stage.

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

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

1.5.1 No Contract until Execution of Written Master Agreement

This RFP process is intended to identify Proponents for the purpose of negotiation of potential Master Agreements. The negotiation process is further described in Part 3 – Evaluation of Proposals, Section 3.7 of this RFP.

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

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

1.5.2 Customer's Usage of Master Agreements

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

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

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

- (a) Select a Supplier, obtain Rates, and sign a CSA; or,
- (b) Seek Rates and other relevant Product and/or Service information specific to a Customer's organization (e.g., by issuing a non-binding request via a Second Stage tool (e.g., Quick Quote ("QQ"), or Customer's process (e.g., directly or via an online e-tendering platform)) from the Supplier for their specific Product and/or Service requirements. If selected by the Customer, the Supplier shall provide the Products and/or Services in accordance with the Master Agreement and in the Customer's CSA.

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

The Customer may negotiate their unique requirements (e.g., reporting, Rates, the length of time the Rates remain firm, invoicing) with the Supplier and mutually agree to additional terms and conditions ensuring the additional terms and conditions are not in any way inconsistent with the Master Agreement.

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

- (a) Proposed Products and/or Services;
- (b) Volumes;
- (c) Delivery locations;
- (d) Reporting,
- (e) Invoicing; and,
- (f) Final, net Rates. The Rates should be valid for a period of not less than ninety (90) days or as requested by the Customer. If applicable to the specific second-stage request, limited-time offer Rates and/or promotional Rates must be specified by the Supplier.

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

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

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

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

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

1.6 About OECM

OECM is a trusted not-for-profit partner for Ontario's educational entities (e.g., school boards or authorities, Provincial and Demonstration Schools Branch with the Ontario Ministry of Education, colleges, and

universities, and may also include Private Schools and Private Career Colleges), health and social service entities, hydro, Local Housing Corporations, the Legislative Assembly, Municipalities and related Service Organizations, not-for-profit organizations, Ontario Electricity Financial Corporation, Ontario Power Authority, provincially funded organizations ("PFO"), shared service organizations, utilities and local boards, and any other Ontario Broader Public Sector ("BPS") agency, Ontario Public Service ("OPS") ministry, agency, board or commission, Crown corporations, First Nations federal agencies, Indigenous Organizations and Communities, and other provincial, territorial and federal public sector entities/agencies or similar entities not mentioned here.

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

<https://oecm.ca>

Marketplace

Our Marketplace offers access to a wide range of products and services, available through OECM agreements across multiple categories.

Visit our Marketplace today. A free-of-charge tool, it enables you to explore agreements for products and services that are based on significant value and savings, quality of choice and consistent service for its Customers. In addition to the Marketplace, OECM offers contract management services, procurement advisory services, business analytics, and opportunities for knowledge sharing.

[Download Marketplace Guide](#)

Search Agreements Search Texts

Items Showing: Change to Item Information Technology/IT Hardware

All Categories

All Items

All Suppliers

End-User Computing Products and Related Services

End-user computing products, including mobile, desktop, and laptop computing, plus servers, storage, and system management systems – with a wide range of services.

Products & Services: Laptops

Products & Services: Servers

Products & Services: Storage

Products & Services: System Management

Office Supplies and Fine Copy Paper

Gain access to an expanded line of office products, paper and toners, supplies from well-known brands, and other flexible pricing.

Products & Services: Fine Copy Paper

Products & Services: Office Supplies

Products & Services: Toner

OECM conducts procurements that are compliant with the Broader Public Sector (BPS) Procurement Directive and the Trade Agreements

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

91 AGREEMENTS

1501 CUSTOMERS

533 SUPPLIERS

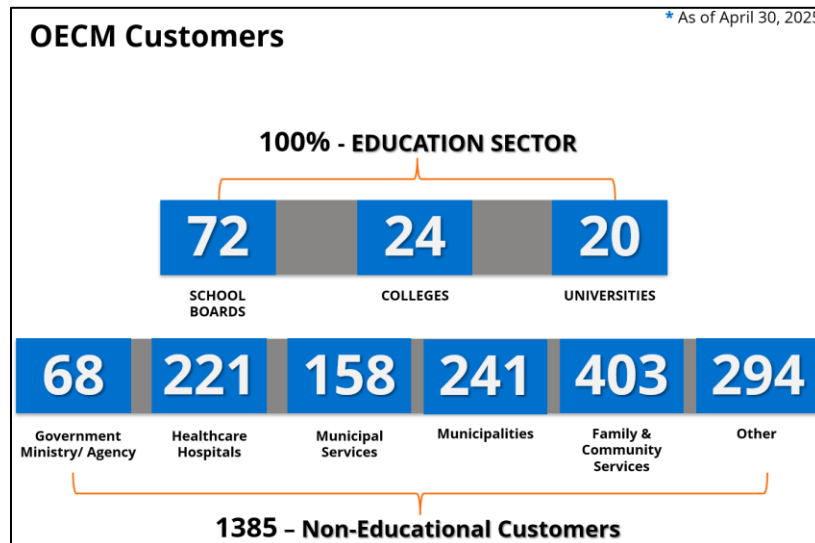
As of April 30, 2025

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

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

1.6.1 Use of OECM Master Agreements

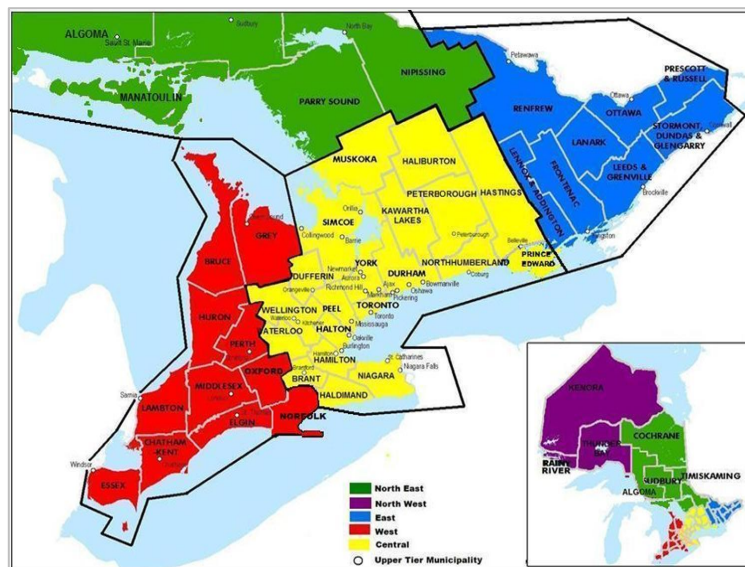
As of April 2025, over fifteen hundred (1500) Customers were using one (1) or more OECM agreements with a cumulative spend of more than five (5) billion dollars over the last ten (10) years.



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

1.6.2 Ontario Customer Geographical Locations

OECM Customers are located in five (5) geographical Zones throughout the Province of Ontario, refer to Appendix G.



Also refer to Appendix F – OECM School Board, University and College Customers in Ontario illustrating OECM's educational Customers by Zone.

1.6.3 The Ontario Broader Public Sector Procurement Directive

OECM, and the BPS Customers they service, follow the Ontario BPS Procurement Directive, and any other governmental policies regulating the procurement practices of the BPS Customers. The Directive sets out rules for designated BPS entities on the purchase of goods and services using public funds.

The Procurement Directive is available here.

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

1.6.4 Trade Agreements

OECM procurements are undertaken within the scope of Chapter 5 of the Canadian Free Trade Agreement ("CFTA"), Chapter 19 of the Comprehensive Economic and Trade Agreement ("CETA"), and within the scope of the Trade and Cooperation Agreement between Quebec and Ontario and are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP. For more information, refer to the Section 4.6.12.

[End of Part 1]

PART 1A – RULES OF INTERPRETATION AND DEFINITIONS

1A.1 Rules of Interpretation

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

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

1A.2 Definitions

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

“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;

“Authorized Reseller” means a supplier that is authorized by the OEM of the proposed Products and/or Services to market, advertise, sell, maintain and distribute the Products/Services;

“Best and Final Offer” or **“BAFO”** means a process during the negotiation stage in which OECM may invite a Preferred Proponent to submit a best and final offer on a process or section of the RFP to improve on their original Proposal submission. BAFO cannot be requested by a Proponent;

“Broader Public Sector” or **“BPS”** means:

- (a) every hospital (i.e., public hospital, private hospital that received public funds in the previous fiscal year of the Government of Ontario, a community health facility within the meaning of the Oversight of Health Facilities and Devices Act that was formerly licensed under the Private Hospitals Act and that received public funds in the previous fiscal year of the Government of Ontario, and the University of Ottawa Heart Institute);
- (b) every school board,
- (c) every university in Ontario;
- (d) every college of applied arts and technology and post-secondary institution;

- (e) every agency designated as a children's aid society under subsection 34 (1) of Part III of the *Child, Youth and Family Services Act, 2017*;
- (f) every corporation controlled by one (1) or more designated Broader Public Sector organizations that exists solely or primarily for the purpose of purchasing goods or services for the designated Broader Public Sector organizations;
- (g) every publicly funded organization that received public funds of 10 million dollars or more in the previous fiscal year of the Government of Ontario; and,
- (h) every organization that is prescribed for the purposes of this definition;

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

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

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

"Business Day" means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m. for OEMC, as specified in the Customer's Customer-Supplier Agreements, or agreed to by the parties in writing, except when such a day is a public holiday, as defined in the *Employment Standards Act* (Ontario);

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

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

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

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

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

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

- (a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to (i) having or having access to information in the preparation of its Proposal that is confidential to OEMC and not available to other respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process; or (iii) engaging in conduct that compromises or could reasonably be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or,

- (b) in relation to the performance of its contractual obligations in an OEM contract, the Proponent's other commitments, relationships or financial interests (i) could or could reasonably be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could reasonably be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

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

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

"Customer" means an organization such as educational entities (e.g., school boards or authorities, Provincial and Demonstration Schools Branch with the Ontario Ministry of Education, colleges, and universities, and may also include Private Schools and Private Career Colleges), health and social service entities, hydro, Local Housing Corporations, the Legislative Assembly, Municipalities and related Service Organizations, not-for-profit organizations, Ontario Electricity Financial Corporation, Ontario Power Authority, provincially funded organizations ("PFO"), shared service organizations, utilities and local boards, and any other Ontario Broader Public Sector ("BPS") agency, Ontario Public Service ("OPS") ministry, agency, board or commission, Crown corporations, First Nations federal agencies, Indigenous Organizations and Communities, and other provincial, territorial and federal public sector entities/agencies or similar entities not mentioned here;

"Customer-Supplier Agreement" or "CSA" means a schedule attached to the Master Agreement, which is executed between Customers and a Supplier for the provision of any Deliverables in this RFP specific to their organization;

"DDP" means Delivered Duty Paid;

"Deliverable" means all Products and related Services to be provided or performed by the Supplier, under the Master Agreement, and includes everything that is necessary to be supplied, provided or delivered by the Supplier within scope of the resulting Master Agreement;

"Master Agreement" means the agreement to be made between the Preferred Proponent and OEM 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 OEM and the Supplier;

"Municipalities" means municipalities in Ontario under the *Municipal Act*, the *City of Toronto Act* (for the City of Toronto), *District Municipality of Muskoka Act* (for the District of Muskoka), *Regional Municipalities Act* (for the regional municipalities of Durham, Halton, Niagara, Peel, Waterloo and York), every local board in Ontario as defined in the *Municipal Affairs Act and the Municipal Act* ([List of Ontario municipalities | Ontario.ca](#)) and related service organizations;

"OEM" means the Ontario Education Collaborative Marketplace;

"OEM's Deadline for Issuing Final Addenda" means the date and time as set out in Section 4.1.1 of this RFP and may be amended from time to time in accordance with the terms of this RFP;

"OEM" means Original Equipment Manufacturer;

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

"Ontario Tenders Portal" or "OTP" means the electronic tendering platform <https://ontariotenders.app.jaggaer.com/esop/nac-host/public/web/login.html> through which a Proponent's Proposal must be submitted by the Closing Date;

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

“PFO” means a provincially funded organization;

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

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

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

“Purchasing Card” or **“P-Card”** means the corporate charge cards used by the Customer, as may be changed from time to time;

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

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

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

“Request for Proposals” or **“RFP”** means this Request for Proposals #2025-470 issued by OECM, including all appendices and addenda thereto;

“Second Stage Selection Process” or **“Second Stage”** means a request from one (1) or more Suppliers via a Second Stage tool (e.g., Quick Quote (“QQ”), 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 would complete its Technical Response;

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

“Term” has the meaning set out in Section 1.5 of this RFP;

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

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

office located in the United States of America (U.S."), and (ii) has fewer than two hundred and fifty (250) full-time employees in Canada prior to the Closing Date. A supplier, manufacturer, or distributor that is a subsidiary of another corporation, part (i) of the definition above is met if that supplier, manufacturer, or distributor is controlled by a corporation that has its headquarters or main office located in the U.S.; and,

"Zone" means the OEM geographical boundaries within the Province of Ontario as identified in Appendix G – Ontario Customer Geographical Locations.

[End of Part 1A]

PART 2 – THE DELIVERABLES

This Part of the RFP describes the Furniture, Mattress (“Product”) and Related Service (“Service”) Deliverables, per Category, which will be incorporated into the final Master Agreement.

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

There are four (4) Categories in this RFP. The Proponent, when submitting a Proposal, should consider which Category best aligns with their business model. The Proponent may submit a Proposal for one (1) or more Categories.

The Supplier shall carry out Deliverables and perform all of its obligations in a professional manner, according to the best standards of practice of the industry, including any applicable standards of professional conduct.

The Supplier shall provide all RFP Deliverables for the Category awarded.

2.1 Description of Deliverables

The requirements are set out in the following four (4) Categories of Product and Services:

	Deliverables and RFP requirements apply to each Category unless otherwise noted.	
Category	Category Description	RFP Section Reference
Category A	Office Furniture and Related Services	2.2.1
Category B	Education Furniture and Related Services	2.2.2
Category C	Residence Furniture and Related Services	2.2.3
Category D	Mattresses, Sleep Accessories and Related Services	2.2.4
All	Common Deliverables	2.3 to 2.20

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

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

The Proponent may submit a Proposal for one (1) or more Categories.

2.2 Product Categories

The Supplier shall provide a range of furniture Products (i.e., Product groups) and Services for the following Categories, including, but not limited to:

2.2.1 Category A – Office Furniture and Related Services

- (a) Casegoods (e.g., desks, chairs, tables, credenzas, bookcases, filing/storage cabinets, workstations);
- (b) Task and Lounge Seating (e.g., office chairs, height-adjustable stools/chairs, modular soft seating, reception furniture);

- (c) Meeting and Collaboration (e.g., meeting room tables, occasional tables, lunchroom furniture);
- (d) Moveable Walls and Systems (e.g., walls that function and appear like a traditional constructed wall but are considered a furniture Product that are moveable, made of fabric, or glass);
- (e) Systems furniture (e.g., desks, panels, partitions, pedestals, workstations, surfaces, filing, storage);
- (f) Office Accessories (e.g., privacy panels, keyboard trays); and,
- (g) Miscellaneous Products.

2.2.2 Category B – Education Furniture and Related Services

- (a) Seating (e.g., chairs with tablet arm, stackable chairs, bistro, stools, swivel, task chair, lounge, soft seating);
- (b) Desks (e.g., combination, lectern stand, open front, sit-stand, standing, teachers desk, study carrels);
- (c) Tables (e.g., activity, café, collaborative, cafeteria, computer, folding, nesting , occasional);
- (d) Storage and accessories (e.g., filing cabinets, lockers, moveable cabinets with lockers, picture book display, shelving, whiteboards);
- (e) Early learning (e.g., stools, wooden and rocking chairs, activity and folding tables); and,
- (f) Miscellaneous Products.

2.2.3 Category C – Residence Furniture and Related Services

- (a) Beds (with or without drawers);
- (b) Seating (e.g., desk/study, dining, side, ottoman, sofa, and sectionals);
- (c) Tables (e.g., coffee, end, nightstand, study desks – with or without hutch);
- (d) Storage (e.g., wardrobe, dresser/storage units, bookshelves);
- (e) Lamps (e.g., desk, floor, and table);
- (f) Mirrors; and,
- (g) Miscellaneous Products.

2.2.4 Category D – Mattresses, Sleep Accessories

- (a) Foam mattress;
- (b) Innerspring mattress (coil/wire);
- (c) Mattress covers and protectors;
- (d) Mattress encasements; and,
- (e) Miscellaneous Products.

2.3 Product Requirements – Applicable to all Categories

2.3.1 Industry Standards

The Supplier shall provide Products that meet or exceed all applicable standards including, but not limited to the following:

- (a) *Canada Consumer Product Safety Act*;

- (b) American Society for Testing and Materials ("ASTM") (e.g., D117, D751, E96 Procedure B), as applicable;
- (c) Canadian General Standards Board ("CGSB");
- (d) Flammability requirements (e.g., Ontario Regulation 7210-9 large scale fire test, National Fire Protection Association ("NFPA") 701 and 99, California Technical Bulletin 117), as applicable;
- (e) GREENGUARD Indoor Air Quality requirements, or equivalent;
- (f) American National Standards Institute/ Business & Institutional Furniture Manufacturer's Association ("ANSI"/"BIFMA") or others, or equivalent, as applicable;
- (g) Occupational Health and Safety Standards;
- (h) Province of Ontario building and Ontario Electrical Safety Code ("OESC") where applicable to the installation and hook-up of all electric requirements;
- (i) Workplace Hazardous Materials Information System ("WHIMS") requirements, as applicable; and,
- (j) CSA Group (previously known as the Canadian Standards Association) Z412-17 Office Ergonomics Standard.

2.3.2 Performance Requirements

The Supplier shall provide new commercial grade (e.g., contract grade) Products ensuring they meet performance requirements including, but not limited to:

2.3.2.1 Durability

- (a) Products should maintain their original appearance over the expected life, with normal wear and tear as mutually agreed upon by the Customer and the Supplier;
- (b) Finishes and construction of the Products should have the ability to take impact from normal move, disassemble, reassemble without reducing the expected life, if applicable;
- (c) Finishes for Products used in laboratories should be containment level ("CL") 2 compliant with non-porous and chemical resistant finishes (non-fabric), if requested by the Customer; and,
- (d) Product should be designed to prevent parts from being removed without the aid of required tools.

2.3.2.2 Ease of Use

- (a) Products, where appropriate, should be flexible to allow for easy changeability within the room, building, or Customer locations within a variety of applications, over the expected life;
- (b) Where possible, Products should be easy to move (e.g., easy roll casters, light weight); and,
- (c) Products should be easily reconfigured, if applicable.

2.3.2.3 Ease of Maintenance

- (a) Products should be easily maintained during its expected life;
- (b) Features such as moisture resistance, or a moisture barrier, antimicrobial properties, and/or bacterial resistance may be requested by the Customer, where appropriate; and,

- (c) Replacement parts should be available to Customers as required during the warranty period, post warranty and for discontinued Products for a period of no less than one (1) year from the notice of discontinuation.

2.3.3 Ergonomic Considerations

If required by the Customer, the Supplier should provide a variety of ergonomic Products with adjustment features for a broad range of users with different needs and physical requirements. Ergonomic Products may include arms/holders/supports, footrests, height-adjustable requirements, and monitor risers.

2.3.4 Product Samples

The Supplier should provide the Customer with Product samples, as requested, including fabric swatches and material samples for testing and evaluation to ensure the Product meets the Customer's requirements and is suitable for their purpose. Product samples may also be required when evaluating new Products, substitutions or alternatives. These Product samples shall be provided to Customers at no cost. The duration of any testing will be mutually agreed upon by the Customer and the Supplier.

The Supplier shall:

- (a) Ensure adequate Product information is provided to the Customer;
- (b) Ensure the Product sample will function well within the Customer's environment; and,
- (c) Work directly with the Customer to ensure that the Product sample meets the proper specifications and features.

At the end of the Product evaluation, Customers are under no obligation to purchase these Product samples. Customers may, however, choose to purchase the Product sample at a Rate that is mutually agreed upon between the Customer and the Supplier.

2.3.5 Sustainability

- (a) Products should incorporate sustainable materials (e.g., recycled content, certified wood, low-emission finishes) and be manufactured using environmentally responsible practices where possible.
- (b) Packaging should be minimal, recyclable, and free from single-use plastics. Suppliers are expected to remove and recycle all packaging from the Customer site and ensure it is properly recycled or reused in accordance with local regulations.
- (c) Suppliers are encouraged to align with recognized environmental certifications or standards (e.g., GREENGUARD, FSC, BIFMA)
- (d) Preference may be given to Suppliers that demonstrate environmentally responsible logistics practices, such as route optimization or use of fuel-efficient delivery methods.

2.3.6 Accessibility and Inclusivity

- (a) All Product shall comply with AODA where applicable.

2.4 Warranty Coverage

The Supplier shall ensure that all Products are covered by the original OEM warranty for a minimum of five (5) years for Products in Categories A, B and C; and ten (10) years for mattresses in Category D, unless agreed upon with Customer.

The Supplier shall warrant all Products from the date of Customer receipt and acceptance against conditions including, but not limited to the following conditions:

- (a) Structure failure or instability;

- (b) Premature wear or degradation of materials under normal use;
- (c) Malfunctioning or defect components (e.g., hardware, mechanisms);
- (d) Deficiencies in finish, upholstery, or fabrication; and,
- (e) Any failure to perform as intended due to poor manufacturing or quality control.

In addition, the following warranty shall be applicable:

- (a) A minimum of five (5) years non-prorated OEM warranty against wear and tear for Products in Categories A, B and C;
- (b) A minimum of five (5) years non-prorated OEM warranty against defects, sagging of the mattress foam, and seam stitching for mattress Products in Category D, except mattress covers, protectors, or encasements; and,
- (c) A minimum of ten (10) years OEM warranty on Category D.

Non-prorated OEM warranty is defined as an OEM warranty which provides full replacement costs for the Product(s) covered during the full term of the warranty.

The Supplier shall acknowledge warranty claims within two (2) Business Days and initiate corrective action within a reasonable timeframe agreed upon with the Customer.

The Supplier shall be responsible for facilitating and managing all warranty claims on behalf of the Customer and ensuring that the OEM warranty terms are fulfilled.

Where a OEM warranty applies to a Product, the Supplier shall be responsible for facilitating and managing all warranty claims on behalf of the Customer and ensuring that the Manufacturer's warranty terms are fulfilled. All shipping costs, labour costs, and additional costs (including travel time) related to the approved warranty exchanges and repairs shall be executed at no additional cost to the Customers.

Where repair is not feasible, the Supplier shall provide a replacement of equal or greater value, at no additional cost to the Customer.

Where installation Services are provided, the Supplier should provide a warranty on Services completed for a minimum of one (1) year. All labour and travel costs related to repairs shall be completed free of charge to Customers.

The Supplier shall provide post-warranty repairs on an as-and-when-required basis. The Supplier should provide the Customer with the option of purchasing Product parts (e.g., glides, heavy duty casters, tabletops) after warranty has expired at a Rate to be mutually agreed upon by the Customer and the Supplier.

2.5 Electrical Requirements

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

2.6 Workplace Hazardous Material Information System

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

2.7 Disaster Recovery and Business Continuity

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

2.8 Licences, Permits, Right to Use and Approvals

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

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

2.9 Services for all Categories

The Supplier shall provide a variety of Services including, but not limited to:

2.9.1 Consultation, Education and Training Services

The Supplier shall provide Consultation, Education and Training Services as required (e.g., assistance with Product selection, quantity, placement, use).

The Supplier may supply the Customer with in-person consultation, information packages, video links, webinars, and/or training sessions, or other training material and options as appropriate at no additional cost to the Customer.

2.9.2 Regular Installation, On-Site Assembly and Set in Place Services

The Supplier shall deliver, unpack, install, and/or assemble Products at the Customer's locations as required including, but not limited to the following:

- (a) Follow Customer's instruction and procedures to coordinate delivery and/or installation in accordance with the Customer's site-specific requirements, and scheduling protocols;
- (b) Provide one (1) point of contact for all installations;
- (c) Schedule deliveries within Business Days. Delivery windows must be confirmed in advanced and may not exceed four (4) hours unless otherwise agreed to with the Customer;
- (d) If required by the Customer, ensure delivery of all Products to the specified final point of use within the facility (e.g., specific classrooms or offices);
- (e) Transport Products to approximately five (5) separate rooms within the same location;
- (f) Transport Products up or down approximately two (2) flights of stairs;
- (g) Accommodate locations with no elevator access;
- (h) Assemble Products as per Customer's request, following OEM's instructions;
- (i) Remove, dispose of and/or recycle all packaging materials in an environmentally friendly manner;
- (j) Ensure minimal disruption to Customer;
- (k) Comply with general labour requirements (e.g., applicable collective agreement)
- (l) Comply with the requirements of codes, by-laws and regulations (e.g., WSIB, the Ontario Electrical Code); and,

- (m) Be responsible for costs or delays resulting from failure to deliver and install Products in accordance with these requirements.

If any of the Products are found to be damaged or not ready for use during installation, on-site assembly or after the packaging material has been removed, the Supplier shall inform the Customer's designated contact (e.g., the person who placed the order, the project manager) immediately for arranging returns and delivery of new Products at no additional cost to the Customer.

2.9.3 Deficiencies

Upon the completion of installation and/or other related Services, the Supplier and Customer will conduct a final inspection and identify any deficiencies to be repaired.

The Supplier should provide a deficiency list within twenty-four (24) to forty-eight (48) hours after the final inspection together with a work plan to repair or resolve the deficiencies with timelines to Customer, if required, at no additional cost to Customer.

The Supplier shall provide a temporary solution to Customer at no additional cost to the Customer, if required by Customer.

2.9.4 Product Adjustment Services

Customer may require Products to be adjusted prior to delivery or at the time of installation. The Customer will advise the Supplier, at time of placing the order, if this Service is required.

2.9.5 After Hours Installation Services

In situations where the Supplier is required to accommodate the Customer's schedule (e.g., schedule to meet project deadline, class schedule) to carry out installation Services outside of a Business Day (i.e., evening, weekend, and/or holiday), the associated cost, if any, must be provided to the Customer for prior approval.

2.9.6 Site Clean Up Services

The Supplier shall clean up the site and restore the impacted area completely to the Customer's satisfaction before the completion of installation and/or other related Services.

All packing and crating refuse shall be either reused or disposed of in an appropriate, environmentally sound manner (e.g., dispose of at a Ministry of Environment approved recycling facility) at the expense of the Supplier.

2.9.7 Product Storage Services

To accommodate a Customer's project schedule, the Supplier should provide storage (i.e., on-site container, at Supplier's facility, or other facility) for the Customer as required.

Grace period refers to the length of time (i.e., calendar days) where storage is provided at no additional cost to Customers.

In situations where storage cost will occur on top of the proposed grace period, the Supplier shall provide cost to Customer for prior approval. The Supplier is expected to support Customer's project schedule, at the best of its ability under reasonable and extenuating circumstances.

2.9.8 Site Planning and Design Services

The Supplier shall provide space planning and design Services at Customer's request. Services required will depend on Customer specific needs and include, but are not limited to:

- (a) Conducting site measurements (which may include site visits) and providing drawings in at least 2D and 3D views, in an acceptable format (i.e., CAD) as required;
- (b) Product selections that ensure Customer's needs are met. Considerations include, but are not limited to:

- i. Customer Product standards that may exist;
 - ii. Usage of space;
 - iii. Aesthetics;
 - iv. Integrating new furniture types and technology, as requested; and,
 - v. Budget constraints.
- (c) Consultative approach ensuring Customer's input is integrated in all areas of design and Product selection; and,
 - (d) Providing detailed Product lists that include Product description, Rates and any other related costs (i.e., taxes), and all revisions, as required by Customer.

Resulting space designs shall be approved by the Customer and should be optimally functional, comfortable and visually pleasing. At a minimum, the designs shall meet accessibility requirements, fire codes, building requirements and any other regulations required by provincial law.

2.9.9 Project Management Services

Supplier shall provide full-service design and project management Services to assist Customers with medium to large projects such as renovations and new builds. Services required will depend on Customer specific needs and may include, but are not limited to:

- (a) Designating a qualified, single representative who shall act as the project coordinator for the duration of the project;
- (b) Space planning and design Services;
- (c) Project management Services;
- (d) Installation, on-site assembly and set in place Services;
- (e) Site cleanup Services;
- (f) Deficiencies Services; and,
- (g) Product storage Services.

2.10 Quick Ship Programme

The Supplier may make some Products available to Customers with a reduced lead time or for immediate delivery. Lead times for quick ship programs must be seven (7) or fewer Business or Days.

2.11 Assembly Services

The Supplier shall ensure assembled Product are delivered to Customer site fully assembled and ready to use.

Unassembled and partially assembled Product shall be delivered to the Customers site for final assembly. The Customer may or may not request onsite installation Services from the Supplier as more fully described in Section 2.9.2 - Regular Installation, On-Site Assembly and Set in Place Services.

2.12 Environmental, Social, and Governance

Furniture production and disposal present significant environmental and ethical risks, including excessive material waste, deforestation, exposure to hazardous chemicals, greenhouse gas emissions, and supply chain labour issues. These impacts can negatively affect biodiversity, indoor air quality, and human rights conditions. OECD expects Suppliers to ensure their Products, Services and practices reduce these risks through sustainable design, ethical sourcing, transparent operations, and continuous improvement.

The Supplier shall have and provide information, if requested by OEM or the Customer, of a robust Environmental, Social and Governance (“ESG”) business framework.

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

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

2.12.1 Environmental and Sustainability Considerations

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

Wherever practical and without compromising quality, the Supplier are to promote:

- (a) Environmental design principles as required by the Customer (e.g., environmental sustainability, data security and privacy, lean construction practices, waste management, decarbonization, indoor air quality, comfort). The Supplier should work with their OEM partners to identify and promote Products/Services that meet these principles, including those that minimize the use of hazardous substances such as formaldehyde, flame retardants and volatile organic compounds (“VOCs”);
- (b) Fair-trade practices in sourcing raw materials and finished products, ensuring ethical treatment of workers and environmental responsibility. Although the Supplier may not directly control manufacturing practices, they are expected to exercise due diligence by selecting OEMs with responsible sourcing, sustainable forestry certifications, and ethical supply chain practices;
- (c) Environmental initiatives and associated implementation timelines for execution and goals, as applicable. The Supplier should share information provided by OEMs regarding carbon reduction targets, low-emission manufacturing, or product lifecycle certifications, where available;
- (d) Any environmental considerations such as increased energy savings and greenhouse gas reductions. This may include promoting Products/Service with lower embodied carbon or those that reduce emissions during delivery, installation, or end-of-life disposal;
- (e) Any waste reductions (e.g., container and/or skid return for reuse or recycling and recycling or re-deployment for end-of-service life Products). The Supplier should coordinate with logistics and OEM partners to support returnable packaging, reduced shipping waste, and Product recycling programs; and,
- (f) At the request of OEM and/or the Customer provide a report that summarizes the expenditure details of environmentally friendly Products (sustainable and/or green) procured by the Customer. The Supplier should also maintain documentation from OEMs that validates environmental claims (e.g., FSC, GREENGUARD, BIFMA LEVEL), and be able to provide third-party certifications upon request.

2.12.2 Social Procurement

OEM and its Customers are committed to social procurement and fostering positive social impacts. The Supplier should keep OEM, and Customers informed about their efforts in social procurement processes including but not limited to:

- (a) Supporting local community initiatives (e.g., Donations, volunteering, and/or community support projects) the Supplier is encouraged to participate in initiatives that positively impact the communities in which they operate, including school programs, local events, or charitable partnerships;
- (b) Promoting the supply chain diversification (e.g., Engaging Indigenous businesses, and buying from local manufacturers) Where the Supplier has discretion over sourcing, they should prioritize relationships with diverse or equity-seeking businesses, including Indigenous-owned firms, certified diverse suppliers, and small local manufacturers or service providers;

- (c) How your organization recruits, retains and supports the employment of diverse groups (e.g., indigenous people, women, recent immigrants, persons with disabilities, and LGBTQ+ individuals) the Supplier should describe their hiring policies, training programs, mentorship efforts, or other internal initiatives that contribute to workforce equity; and,
- (d) Relevant social responsibility plan and/or initiatives with implementation timelines, as applicable. This may include formal diversity, equity, and inclusion (DEI) strategies, supplier diversity commitments, community impact tracking, or ESG-linked corporate objectives.

2.12.3 The Governance

The Supplier should keep OECM and the Customers informed of their Governance practices to enhance positive impact to the Customer including, but not limited to:

- (a) Clear governance frameworks, corporate oversight, and risk management strategies that ensure ethical operations and compliance with regulations. This includes maintaining policies that cover ethical conduct, conflict of interests, data privacy, and compliance monitoring across the organization;
- (b) Practices related to leadership development, staff retention, and overall staff management that contribute to a positive work environment and sustainable business growth; and,
- (c) Commitment to anti-corruption, transparency in reporting, and adherence to laws and regulations related to corporate governance. Suppliers are expected to have mechanisms in place to identify and prevent unethical business conduct such as bribery, fraud, or conflicts of interest.

2.13 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/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.

2.14 Order Management

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

- (a) Electronic Data Interchange ("EDI");
- (b) Email to a Supplier representative or central ordering centre;
- (c) Fax;
- (d) Supplier's online ordering process.
- (e) Toll free phone; and/or,

- (f) Via purchase order through the Customer's system;

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

2.14.1 Electronic Commerce

Customers currently use a variety of Enterprise Resource Planning ("ERP"), E-Procurement (e.g., cXML Punchout, PeopleSoft, Jaggaer) for processing orders and payments. To support these processes, the Supplier will provide reasonable technology and implementation support, during the Business Day for the Term of the Agreement, at no additional cost to the Customer.

2.14.2 Online Ordering

Customers may use the Supplier's website to place orders where available. The Supplier's online ordering website is expected to meet the following requirements at the minimum:

- (a) Be secure and user-friendly;
- (b) Be accessible from a standard web browser;
- (c) Allow generic individual or custom user login ID and password;
- (d) Contains Product offerings;
- (e) Feature a search function to allow easy Product/Service lookup by category, description, manufacturer, and Product/Service code;
- (f) Contain real-time inventory information (i.e., in stock and out of stock); back-ordered Products and expected shipping time shall be clearly marked at time of order checkout; an option to cancel the back-ordered Products shall also be provided at time of order check out;
- (g) Suggest alternatives (e.g., economic, ergonomic and green Products) as available;
- (h) Allow for Customer internal approval for purchases as required;
- (i) Allow for various payment methods (e.g., use of P-Card or budget codes (G/Ls));
- (j) Provide information related to website maintenance, warehouse closing and other situations where orders will be impacted; and,
- (k) Does not store Customer payment-related (e.g., P-card) information without the Customer's consent.

Upon request, the Supplier shall provide Customers with a two (2) staged ordering process (i.e., order and approval) for all ordering methods.

The Supplier shall provide OECM access to their online website for auditing purposes.

2.14.2.1 Website Testing

Customers may need to perform testing on the Supplier's online ordering system to ensure it is compatible with the Customers' systems, policies and procedures before executing a CSA to ensure the website meets Customer's specific requirements.

The Supplier will be expected to provide Customers with the following for a test account, at no additional cost to the Customer:

- i. URL/Website address;
- ii. Login ID;
- iii. Password; and,
- iv. Provide an Order Confirmation for the Test Order.

Customers may test from beginning to end of the order process, including submitting the order. Customers will not be responsible for any live orders that go through during the testing period.

2.14.2.2 Website Security

All Customer's data shall be encrypted when it is moved across the Supplier's network and/or between the Supplier's data centre locations.

The Supplier shall support Customer's established information security policies and controls for protecting sensitive data.

The Supplier and the Customer shall mutually agree to website security requirements when executing a CSA.

The Supplier will support the Customers federal and provincial compliance requirements on an ongoing basis and stay current on those requirements.

2.14.3 Minimum Order

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

2.14.4 Order Acknowledgement

The Supplier shall acknowledge the receipt of an order by Customer immediately or within one (1) Business Day upon receipt. In addition, the Supplier shall confirm all relevant ordering information with Customer prior to the shipment of any order including, but not limited to the following:

- (a) Order number;
- (b) Order date;
- (c) Customer number (if applicable);
- (d) Product/Service information (e.g., Product description, catalogue number, quantity ordered; Rate);
- (e) Sales tax (as a separate line item) and total sum; and,
- (f) Estimated delivery date (including back orders).

2.14.5 Order Changes and/or Cancellation

The Supplier shall accept new orders, order changes, and/or cancellations as may be required, within timelines mutually agreed upon between the Customer and the Supplier, at no additional cost to the Customer.

2.14.5.1 Back Orders

The Supplier shall ensure back orders, if any, are confirmed at the time of the order confirmation with an estimated delivery date. The Customer, at its sole discretion and at no additional cost to the Customer, will have the option to:

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

The Supplier should consider the peak ordering periods in late spring and summertime and ensure sufficient inventory to minimize backorders.

2.14.5.2 Product Substitution

The Supplier should only substitute Products with prior approval from the Customer. The Supplier shall substitute Products with equivalent or greater Products at no additional cost to the Customer. Customers may wish to test substituted Products prior to approval at no additional costs.

2.14.6 Discontinued Products and/or Replacement Parts

When discontinuing Products and/or replacement parts that Customers have purchased, the Supplier shall provide a OEM's supporting letter, where applicable, to OEM and the Customer a minimum of thirty (30) calendar days prior to the discontinuation.

Discontinued Products should be available for a period of no less than one (1) year from the notification of discontinuation.

2.14.7 Coordinating Bulk Purchases

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

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

The Supplier should consider the peak ordering season in spring and ensure sufficient inventory to minimize back orders.

2.15 Delivery

All Products shall be **Delivered Duty Paid ("DDP")** to inside the door or the dock of the Customer's location as requested by the Customer. In some instances, Customer may not have loading docks and/or elevators and may require delivery to individual residence rooms, where charges may apply. Customers may have more than one (1) DDP location within their organization.

The Supplier shall deliver orders with correct Products and quantities within the agreed-upon lead time.

Products will be packaged appropriately to ensure safe delivery. All deliveries must include a packing slip specifying the Customer's required information (e.g., the name of the employee who placed the order, the purchase order number, the Products and quantities ordered/shipped/back ordered (if any), the catalogue and/or model number if applicable, the product and quantities shipped, and the weight of the shipment where possible).

All Products delivered shall be subject to the Customer's inspection and approval following delivery and may be rejected and returned in whole or in part, at the Supplier's expense, if non-conforming (e.g., to the order, quantity or quality). Payment by the Customer shall not constitute or be deemed to be acceptance or approval of any delivery, in whole or in part.

Deliveries must be made by the Supplier's own transportation fleet or a reputable transportation company that allows for tracking of the shipments.

2.15.1 Delivery Lead Time

The Supplier shall consider lead time as the timeframe between order acknowledgement by the Supplier and the Product arrival at the Customer site. The Supplier shall adhere to its quoted lead time and make efforts to ensure Customers receive Products on time, whenever possible.

The Supplier shall proactively communicate the status of all orders and provide timely written updates, including shipment tracking and estimated delivery dates. If any delay or deviation from the agreed lead time is anticipated, the Supplier shall notify the Customer in writing within two (2) Business Days of becoming aware of the delay. This notification shall include:

- (a) The reason for the delay
- (b) The revised estimated delivery date
- (c) The corrective actions being taken to mitigate the delay

The Supplier shall ensure that a designated representative is available during regular business hours to respond to Customer inquiries related to order status and delivery timelines. The Supplier shall also establish an escalation process for time sensitive or unresolved delivery issues.

The Supplier should be aware that Customers from the School Board sector typically place Product orders between May and July each year and will require delivery by the last week of August of the same year. The Supplier should make all necessary efforts to fulfill these delivery timeframes.

The Customer and Supplier may agree to other lead times that are mutually beneficial to both parties. These lead times may include blanket purchase orders with scheduled release dates, bulk or large orders with special delivery requirements (e.g., specific hours), and/or project-specific orders.

The Supplier shall coordinate directly with the Customer regarding the status of orders and delivery.

2.15.1.1 Lead Time for Custom and/or Project-Specific Orders

When Customers order custom-made and/or project-specific Products, the Supplier shall provide estimated lead time when quoting Rates or prior to order confirmation, as appropriate, for the Customer's approval. Once the lead time is mutually agreed upon between the Customer and the Supplier at order confirmation, the expectation is that the Supplier will deliver Products within the quoted lead time.

2.15.2 Damaged or Defective Shipment

The Supplier is responsible for ensuring that all Products are shipped free of damage or defects. The Customer may not accept the delivery of the Products if they are:

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

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

2.15.3 Recalled Products

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

The Supplier shall immediately report recalled Products to OECM and Customers advising applicable details (e.g., model number, serial number). Supplier shall comply with the requirements of any Applicable Law in respect to recalled Products and repair or replace the Product at no additional cost to Customer.

2.15.4 Returns

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

After thirty (30) days and within ninety (90) days, the Supplier may accept the return of Products without defect and in original packaging with proper notification of Supplier by Customer. Restocking fees and shipping costs may apply in these cases.

The Supplier should accept the return of all damaged and/or defective Products within ninety (90) calendar days of receipt of shipment at no additional cost to the Customer.

For Products that have minor damage or defects, the Customer can either return the Product at no additional cost to the Customer, or the Supplier shall offer a mutually agreed upon discounted Rate for the Product.

As required, the Supplier shall refund, provide credit or replace the returned Product to the Customer as agreed to by the Customer.

2.16 Replacement Parts

The Supplier shall ensure replacement parts, including but not limited to chair wheels, glides, drawer gliders, and bed feet, should be available to Customers as required during the warranty and post-warranty period.

2.17 Invoicing

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

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

The Supplier shall, for Customers using Jaggaer, support cXML and/or portal invoicing functionality.

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

- (a) Customer name and location;
- (b) Invoice date and number;
- (c) Customer purchase order number (if applicable) and order date;
- (d) Description of Products and Services provided, quantities;
- (e) Rate breakdown, including the MSRP Rate, percentage (%) discount, and net Rate; and,
- (f) Harmonized Sales Tax ("HST") and total cost.

2.17.1 Payment Terms and Methods

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

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

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

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

2.17.2 Electronic Fund Transfer

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

- (a) A void cheque;
- (b) Financial institution's name;
- (c) Financial institution's transit number;
- (d) Financial institution's account number; and,

- (e) Email address for notification purposes.

2.18 Rates

The proposed Product and Service Rates shall be firm Rates, applicable to all Categories for Customers located in Ontario and shall be:

- (a) Product Rates – Minimum percentage (%) discount off Canadian Manufacturer's Suggested Retail Price ("MSRP") or Supplier Canadian Price List shall be firm for the entire Term of Agreement;
- (b) Service Rates – Maximum hourly Rate, firm for the first twelve (12) months of the Master Agreement;
- (c) 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 inside the Customer's premises, office support, profit, permits, licences, labour, insurance, and Workplace Safety Insurance Board costs and all other overhead, office support, profit, licenses including any fees or other charges required by law; and,
- (d) Exclusive of the HST, or other similar taxes.

The Supplier may, however, lower its Rates for specific Customer Products and/or Services when the Customer and Supplier mutually agree without affecting the Rates in the Master Agreement.

The Supplier may provide volume discounts for Products.

The Customer and Supplier will mutually agree on Rates and the process and timing for refreshing those Rates based on the Customer's Product/Service needs.

While this RFP and resulting Master Agreements are primarily intended for use by OEM Customers located in Ontario, OEM encourages Suppliers to extend their Products and/or Services to eligible Customers across Canada. Any such Customer-Supplier Agreement ("CSA") must be conducted under the same terms and conditions set out in the Master Agreement.

Rates, delivery fees and related logistical arrangements for Customers located outside Ontario shall be mutually agreed upon between the Supplier and the Customer when executing a CSA or when placing an order after a CSA has been executed. Such Products, Services or Rates shall not conflict with the Master Agreement, which shall remain in full force and effect for all Customers, regardless of location.

2.18.1 Verified MSRP Policy

To ensure pricing transparency, consistency, and auditability throughout the Term of the Agreement, OEM has established the following Verified MSRP Policy:

- (a) Verification Requirements – The Supplier shall provide verifiable supporting documentation for all MSRP Rates submitted under the Master Agreement. Acceptable documentation includes, but is not limited to, official OEM price lists, OEM-published catalogues with pricing, signed OEM letters, or direct links to OEM-hosted MSRP publications.
- (b) Customer Access – The Supplier shall ensure Customers have access to current MSRP catalogues for all Products available under the Master Agreement. When an OEM updates its MSRP catalogue, the Supplier shall promptly provide the updated version to both OEM (upon request) and Customers.
- (c) Change Management – The Supplier shall notify OEM in writing of any proposed changes to MSRP Rates and provide supporting documentation from the OEM. MSRP changes that are not supported by valid documentation will not be recognized.
- (d) Audit Rights – OEM reserves the right to audit MSRP submissions and related documentation at any time during the Term of the Agreement. Suppliers are expected to cooperate fully and promptly with any such audit requests.

2.18.2 Incentives for Customers

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

- (a) Early payment discount for Customers; and,
- (b) Higher volumes.

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

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

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

2.18.3 Travel Expenses

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

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

- (a) Meals, snacks and beverages;
- (b) Gratuities;
- (c) Dependent care;
- (d) Home management; and,
- (e) Personal telephone calls.

2.18.4 OECM Cost Recovery Fee

As a not-for-profit/non-share capital corporation, OECM recovers its operating costs from its agreements through a Cost Recovery Fee ("CRF"). CRFs from the resulting Master Agreement from this RFP and other OECM agreements are structured to support OECM's financial model, while providing savings to Customers.

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

CRF will be calculated as follows:

<u>EXAMPLE OF HOW CRF WILL BE CALCULATED WITH A CRF = 2%</u>				
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	\$260	\$2,260
If Supplier has \$200,000 total sales in second quarter	\$200,000 x 2% CRF	\$4,000	\$520	\$4,520
If Supplier has \$50,000 total sales in third quarter	\$50,000 x 2% CRF	\$1,000	\$130	\$1,130

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 \$50,000 total sales in fourth quarter	\$50,000 x 2% CRF	\$1,000	\$130	\$1,130
Total CRF Payment to OEM for <u>first year of the Master Agreement</u>:				\$9,040

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.

2.19 Supplier Support to Customers

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

- Providing a responsive account executive (with applicable back-up) assigned to the Customer to support their needs by providing day-to-day and ongoing administrative support, and operational support;
- Managing issue resolution in a timely manner;
- Complying with agreed upon escalation processes to resolve outstanding issues;
- Ensuring minimal disruption to the Customer;
- Providing easy access to the Supplier (e.g., online, toll free telephone number, email, voicemail, chat or fax);
- Providing training/demonstrations, knowledge transfer, and no-cost educational events (e.g., webinars), if available;
- Establishing an ongoing communications program with the Customer (e.g., new initiatives, innovation, sustainability);
- Adhering to the Customer's confidentiality and privacy policies (e.g., related to student's private information);
- Providing written notice to Customers on any scheduled shut down that would impact services (e.g., inventory count, relocation of warehouse, website maintenance);

- (j) Provide Customer reporting; and,
- (k) Attending meetings with Customers, as requested.

2.19.1 Product Catalogues

The Supplier shall provide the following Product catalogue(s), in print and/or electronic version, to Customers including, but not limited to:

- (a) Canadian MSRP published catalogue with Product details, images, and finishes;
- (b) Ergonomic Products and/or features;
- (c) Fabric swatches, as requested; and,
- (d) Material samples, as requested.

Suppliers shall provide Customers and OEM with up-to-date MSRP catalogues. Whenever an OEM releases an updated catalogue, the Supplier is responsible for ensuring the revised version is promptly shared with Customers and OEM.

2.19.2 Product Catalogues for Customers

The Supplier should assist Customers as they assemble Customer-specific Product lists. The Supplier shall provide the following at a minimum:

- (a) An electronic list of all Products in its published standard catalogue with details; and,
- (b) Customer specific Product net price, in compliance with the Agreement.

2.19.3 Transition Support

The Supplier should, at no additional cost to the Customer, provide Customers transition support including, but not limited to account setup, ensuring a seamless transition with minimum Service disruption.

2.19.4 Customer Reporting Requirements

Upon Customer request, the Supplier shall provide Customers with periodic spend reports with the following information at a minimum:

- (a) Product description (including OEM, model number, and subcategory);
- (b) Service description;
- (c) Quantity ordered;
- (d) MSRP, percentage (%) discount, net rates per Product, and total order value; and,
- (e) Order and delivery dates

The Supplier shall also provide Customers with other reports as requested when executing a CSA.

2.20 Supplier Management Support to OEM

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

- (a) Assigning to OEM a Supplier Account Executive and team responsible for supporting and overseeing all aspects of the Master Agreement;
- (b) Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- (c) Promoting the Master Agreement within the Customer community;

- (d) Maintaining OEM's and Customer's confidentiality by not disclosing Confidential Information without the prior written consent of OEM and/or the Customer, as the case may be, as further described in Appendix A – Form of Master Agreement;
- (e) Attending business review meetings with OEM to review such information as:
 - i. CSAs and upcoming opportunities;
 - ii. Authorized Reseller status; and,
 - iii. Review and monitor performance management compliance;
- (f) Complying with Appendix E – OEM's Supplier Code of Conduct requirements as described on the OEM website at <https://oecm.ca/suppliers/#code-of-conduct>;
- (g) Managing issue resolution in a timely manner;
- (h) Complying with agreed upon escalation processes to resolve outstanding issues;
- (i) Timely submission of reports as described in Appendix C – Supplier Reporting Requirements; and,
- (j) Complying with Master Agreement close out processes (e.g., ensuring all Master Agreement obligations have been fulfilled, such as submission of final reporting and CRF payments to OEM).

2.20.1 Master Agreement Award and Launch

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

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

2.20.2 Promoting OEM Master Agreements

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

The Supplier will actively promote the Master Agreement to Customers which may include, but not be limited to:

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

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

- (a) Using online communication tools to inform and educate;
- (b) Holding information sessions and webinars, as required;

- (c) Attending, where appropriate, Customer and Supplier events;
- (d) Facilitating CSA execution, where appropriate;
- (e) Facilitating Second Stage requests, as required;
- (f) Providing effective business relationship management;
- (g) Managing and monitoring Supplier performance;
- (h) Facilitating issue resolution; and,
- (i) Marketing Supplier promotions.

2.20.3 Supplier Performance Management Scorecard

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

2.20.4 Rate Refresh

OEMC's goal is to keep Rates as low as possible for Customers. However, the Supplier may request a Rate refresh for the Services on the anniversary date of the Master Agreement and every anniversary thereafter. The Product Rates shall not increase during the Term.

The Supplier shall provide a written notice with supporting documentation to OEMC at least one - hundred-and-twenty (120) days prior to the Master Agreements' anniversary date annually if requesting a Service Rate refresh.

As part of any review OEMC will consider Service Rate adjustments that reflect changes in operation, adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, and fluctuations in foreign exchange rates as published by the Bank of Canada, tariffs, or ordinances. Any Service Rate refresh request from a Supplier must be accompanied by supporting documentation (e.g., detailed calculations and individual Customer impact analysis) to support any Service Rate adjustment. OEMC may use a third-party index (e.g., Consumer Price Index) in its Service Rates review. OEMC will not consider any fixed costs or overhead adjustments in its review.

Volumes and Supplier performance (i.e., Supplier Performance Management Scorecard and/or Supplier Recognition Program evaluation results) will be considered when contemplating a Service Rate refresh.

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

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

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

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

2.20.5 Additional Products and Services

During the Term of the Master Agreement, if mutually agreed upon by OEMC and the Supplier, other OEMs, Products and Services may be added to the Master Agreement to align with Customer needs.

The Master Agreement will be updated accordingly to include the added Products and/or Services.

Rates for such Products and Services will be mutually agreed upon between the Supplier and OEMC.

2.20.6 Saving Calculation

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

The Supplier shall report Customer savings (e.g., Master Agreement Rate versus Rate invoiced to Customer, cost avoidance and/or other savings).

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

Further details will be provided to the Suppliers.

2.20.8 Reporting to OECM

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

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

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation per Category

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

Stage	Description	Refer to RFP Section	Scoring Methodology and Maximum Points (if applicable)	Minimum Percentage Threshold Requirement (if any)
Stage I	Qualification Response	3.2	Pass/Fail	Pass
Stage II	Technical Response	3.3	700	65%
Stage III	Commercial Response	3.4	300	Not Applicable
Stage IV	Cumulative Score	3.5	1000	60%
Stage V	Tie Break Process	3.6	Not Applicable	Not Applicable
Stage VI	Negotiations	3.7	Not Applicable	Not Applicable
Stage VII	Master Agreement Finalization	3.8	Not Applicable	Not Applicable

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

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

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

Title	OTP Envelope
Qualification Response	Qualification
Appendix B – Commercial Response (in Microsoft Excel format only) relative to proposed Category/Categories	Commercial
Appendix H – OEM Undertaking/OEM Authorized Reseller Letter relative to the proposed Category/Categories	Qualification

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

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

A Proposal may **not** be evaluated further if the Proponent is a U.S. Business. A Proponent shall represent and warrant in its Proposal that it is not a U.S. Business.

3.3 Stage II – Technical Response per Category

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

Each Category will be evaluated and scored independently, and those scores will be used when determining the cumulative score as described below in Section 3.5.

If submitting a Proposal for more than one (1) Category, the Technical Response questions must be answered and submitted for each Category.

The Technical Response includes a series of questions the Proponent is required to respond to in order to demonstrate the Proponent's ability to fulfill the RFP Deliverables. Only information contained within the Technical Response will be evaluated in Stage II.

Only Proposals that meet or exceed the below Technical Response minimum thresholds will receive a **pass** in this stage and proceed to Stage III of the evaluation process.

Point allocations and minimum thresholds for the Technical Response sections are as follows:

Technical Response Sections	Available Points	Minimum Percent (%) Threshold (if any)
1. Proponent's Experience and Capabilities	120	N/A
2. Product Range and Related Services	170	65%
3. Delivery, Installation, and Logistics	115	60%
4. Product Catalogues, Order Management and Tracking	90	60%
5. Customer Support and Account Management	70	N/A
6. Environmental, Social, and Governance	135	N/A
TOTAL POINTS:	700	65%

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

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

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

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

3.4 Stage III – Commercial Response per Category

The proposed Rates shall be applicable to Ontario Customers only. Other Customers shall negotiate and mutually agree upon Rates applicable to their organization with the Supplier.

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

Point allocations for the Commercial Response sections are as follows per Category:

Commercial Response Sections	Available Points
1. Products	150
2. Services	150
TOTAL POINTS:	300

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

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

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR OFFICE FURNITURE PRODUCTS		
Proposed Minimum Percentage Discount Off Canadian MSRP or Supplier's Canadian Price List	Calculation	Resulting Points
If Proponent 1 proposes the highest percentage discount of 50%, that Proponent would receive 100% of the points allocated.	$50\% \div 50\% \times 150 \text{ Points}$	150
If Proponent 2 proposes the next highest percentage discount of 30%, that Proponent would receive 90 points.	$30\% \div 50\% \times 150 \text{ Points}$	90
If Proponent 3 proposes the next highest percentage discount of 15%, that Proponent would receive 45 points.	$15\% \div 50\% \times 150 \text{ Points}$	45

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

EXAMPLE – WHERE FIVE (5) PROPOSALS WERE RECEIVED		
Number of Proposals with a proposed Rate of 100% for a particular Product	The number of remaining Proposals	The percentage (%) of the Product sub-point allocation for the remaining Proposals will be:
1	4	80%
2	3	60%
3	2	40%
4	1	20%

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

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

3.5 Stage IV – Cumulative Score per Category

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

Subject to the express and implied rights of OECM, the Proponents with the highest scoring Eligible Proposal per Category or all Proponents per Category may become the Preferred Proponents and be invited 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.

3.6 Stage V – Tie Break Process

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

3.7 Stage VI – Negotiations

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

The negotiations may include:

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

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

OECM intends to complete negotiations within fifteen (15) calendar days after notification. If, for any reason, OECM and a Preferred Proponent fail to reach an agreement within the aforementioned timeframe, OECM may:

- i. Request the Preferred Proponent to submit its Best and Final Offer;
- ii. Terminate negotiations with that particular Preferred Proponent; or,
- iii. Extend the negotiation timeline.

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

3.8 Stage VII – Master Agreement Finalization

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

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

[End of Part 3]

PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

Procurement Process Non-Binding

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

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

Non-Binding Rates

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

4.1.1 RFP Timetable

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

RFP Timetable	
Event	Time/Date
OECM's Issue Date of RFP:	June 6, 2025
Proponent's Information and OTP Demonstration Session:	2:00 pm on June 12, 2025
Proponent's Deadline to Submit Questions:	5:00 pm on June 17, 2025
OECM's Deadline for Issuing Answers:	June 24, 2025
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on June 30, 2025
OECM's Deadline for Issuing Final Documents:	July 10, 2025
Proponent's Intent to Submit a Proposal:	July 10, 2025
Closing Date:	2:00:00 pm on July 21, 2025
Anticipated Master Agreement Start Date:	September 2025

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

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

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

4.1.2 Proponent's Information and OTP Demonstration Session

The Proponent should participate in the Proponent's Information and OTP Demonstration Session, which will take place at the time set out in Section 4.1.1.

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

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

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

Information provided during this session will be posted on OTP.

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

The Proponent can contact OTP technical support directly for further assistance, using the contact details set out in Section 4.3.1.

4.1.3 Proponent to Follow Instructions

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

4.1.4 OECM's Information in RFP Only an Estimate

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

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

4.1.5 Proponent's Costs

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

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

4.2 Communication after RFP Issuance

4.2.1 Communication with OECM

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

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

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

4.2.2 Proponent to Review RFP

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

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

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

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

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

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

To ensure the Proponent clearly understand issued addenda, OECM allows Proponents to ask questions related to addenda, and question and answer documents. Refer to Section 4.1.1 for timelines.

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

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

4.2.3 Proponent's Intent to Submit Proposal

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

4.2.4 Proponent to Notify

In the event the Proponent has any reason to believe that an error, omission, uncertainty or ambiguity, as set out in Section 4.2.2 exists, the Proponent must notify OECM through OTP prior to submitting a Proposal.

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

The Proponent shall not:

- (a) After submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in Section 4.2.2 were present with respect to the RFP; and,
- (b) Claim that OECM is responsible for any of the circumstances listed in Section 4.2.2 of this RFP.

4.2.5 All New Information to Proponents by way of Addenda

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

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

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

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

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

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

4.3 Proposal Submission Requirements

4.3.1 General

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

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

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

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

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

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

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

4.3.2 Proposal in English

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

4.3.3 Proposal Submission Requirements

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

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

Description	OTP Envelope	Complete within OTP	Complete and Upload to OTP
Qualification Response	Qualification	√	
Technical Response relative to the proposed Category/Categories	Technical	√	
Appendix B – Commercial Response (in Microsoft Excel format only) relative to the proposed Category/Categories	Commercial		√
APPENDIX H – OEM Undertaking/OEM Authorized Reseller Letter relative to the proposed Category/Categories	Qualification		√

4.3.4 Other Proposal Considerations

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

- (a) Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored;
- (b) Completely address, on a point-by-point basis, each Technical Response question in Technical Response. Technical Responses left blank and/or unanswered will receive a score of zero (0). Refer to Section 3.3;
- (c) Information attached as part of the Commercial Envelope in OTP will not be considered as part of the evaluation of Stage II - Technical Response. Refer to Section 3.3; and,
- (d) The Proposal should be complete in all respects. Proposal evaluation and scoring applies only to the information contained in the Proposal, or accepted clarifications as set out in Section 4.3.13 Clarification of Proposals.

4.3.5 Proposal Receipt by OECM

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

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

4.3.6 Withdrawal of Proposal

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

4.3.7 Amendment of Proposal on OTP

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

4.3.8 Completeness of Proposal

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

Closing Date or subsequent to signing the Master Agreement shall be provided at the Proponent's expense.

4.3.9 Proposals Retained by OECM

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

4.3.10 Acceptance of RFP

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

4.3.11 Amendments to RFP

Subject to Section 4.1.1 and Section 4.2.4, OECM shall have the right to amend or supplement this RFP in writing prior to the Closing Date. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all addenda.

4.3.12 Proposals will not be Opened Publicly

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

4.3.13 Clarification of Proposals

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

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

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

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

4.3.14 Verification of Information

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

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

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

4.3.15 Proposal Acceptance

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

4.3.16 RFP Incorporated into Proposal

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

4.3.17 Exclusivity of Contract

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

4.3.18 Substantial Compliance

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

4.3.19 No Publicity or Promotion

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

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

4.4 Negotiations, Timelines, Notification and Debriefing

4.4.1 Negotiations with Preferred Proponent

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

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

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

4.4.2 Failure to Execute a Master Agreement

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

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

In accordance with the process rules in this Part 4 – Terms and Conditions of the RFP Process, there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement.

4.4.3 Master Agreement

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

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

4.4.4 Notification to Other Proponents

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

4.4.5 Debriefing

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

4.4.6 Bid Dispute Resolution

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

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

A protest in writing should include the following:

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

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

4.5 Prohibited Communications, and Confidential Information

4.5.1 Confidential Information of OECM

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

- (a) Remains the property of OECM and shall be removed from OECM's premises only with the prior written consent of OECM;
- (b) Must be treated as confidential and shall not be disclosed except with the prior written consent of OECM;

- (c) Must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement; and,
- (d) Must be returned to OECM upon request.

4.5.2 Confidential Information of the Proponent

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

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

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

4.5.3 Proponent's Submission

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

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

4.5.4 Personal Information

Personal Information shall be treated as follows:

- (a) Submission of information – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide Products/[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/[Services](#) and to confirm that the work performed is consistent with these qualifications; and,
- (c) Consent – It is the responsibility of the Proponent to obtain the consent of such individuals prior to providing the information to OECM. OECM will consider that the appropriate consents have been obtained for the disclosure to and use by OECM of the requested information for the purposes described.

4.5.5 Non-Disclosure Agreement

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

4.5.6 Freedom of Information and Protection of Privacy Act

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

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

4.5.7 Municipal Freedom of Information and Protection of Privacy Act

The the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M. 56 applies to information provided by the Proponent. A Proponent should identify any information in its Proposal, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by OECM and its Customers. The confidentiality of such information will be maintained by OECM, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

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

4.5.8 Intellectual Property

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

4.6 Reserved Rights and Governing Law of OECM

4.6.1 General

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

- (a) Make public the names of any or all Proponents;
- (b) Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information, if accepted, into the Proposal, at OECM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- (c) Waive formalities and accept Proposals that substantially comply with the requirements of this RFP;
- (d) Verify with any Proponent or with a third party any information set out in a Proposal;
- (e) Check references other than those provided by Proponents;
- (f) With supporting evidence, disqualify any Proponent on grounds such as:
 - i. Bankruptcy or insolvency;
 - ii. False declarations;
 - iii. Significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior agreement or agreements;
 - iv. Final judgments in respect of serious crimes or other serious offence; or,
 - v. Professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent;
- (g) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- (h) Disqualify any Proponent whose Proposal is determined by OECM to be non-compliant with the requirements of this RFP;
- (i) Disqualify any Proponent that is, or at anytime becomes prior to the award of the Master Agreement, a U.S. Business;

- (j) Disqualify a Proposal based upon the past performance or on inappropriate conduct in a prior procurement process, or where the Proponent has or the principals of a Proponent have previously breached an agreement with OECM, or has otherwise failed to perform such agreement to the reasonable satisfaction of OECM (i.e., has not submitted required reporting and/or Cost Recovery Fees to OECM);
- (k) Disqualify any Proponent, who, in relation to this RFP or the evaluation and selection process, has engaged directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the Supplier.
- (l) Disqualify the Proponent who has been charged or convicted of an offence in respect of an agreement with OECM, or who has, in the opinion of OECM, engaged in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion, unethical conduct, including lobbying as described above or other forms of deceitfulness, or other inappropriate communications offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of OECM, or where the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM;
- (m) Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal;
- (n) Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (o) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (p) Reject a Subcontractor proposed by a Proponent within a Consortium;
- (q) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;
- (r) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
 - i. OECM determines it would be in the best interest of OECM not to award a Master Agreement,
 - ii. the Proposal prices exceed the bid prices received by OECM for Products/Services acquired of a similar nature and previously done work,
 - iii. the Proposal prices exceed the costs OECM or its Customers would incur by doing the work, or most of the work, with its own resources,
 - iv. the Proposal prices exceed the funds available for the Products/Services, or,
 - v. the funding for the acquisition of the proposed Products/Services has been revoked, modified, or has not been approved,

and where OECM cancels this RFP, OECM may do so without providing reasons, and OECM may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing;
- (s) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal;
- (t) Accept any Proposal in whole or in part;
- (u) If OECM receives a Proposal from a Proponent with Rates that are abnormally lower than the Rates in other Proposals, OECM may verify with the Proponent that the Proponent satisfies the conditions for participation and is capable of fulfilling the Master Agreement; or,

- (v) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM and/or its Customers or is otherwise engaged in a dispute with OECM and/or its Customers;

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

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

4.6.2 Rights of OECM – Proponent

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

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

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

4.6.3 No Liability

The Proponent agrees that:

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

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

4.6.4 Assignment

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

4.6.5 Entire RFP

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

4.6.6 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 RFP and the Appendices, the RFP shall prevail over the Appendices during this RFP 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 RFP 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 Trade Agreements

The Proponent should note that procurements coming within the scope of either Chapter 5 of the Canadian Free Trade Agreement, Chapter 19 of the Comprehensive Economic and Trade Agreement ("CETA") or within the scope of the Trade and Cooperation Agreement between Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP.

For more information, refer to the following:

- (a) Canadian Free Trade Agreement website at <https://www.cfta-alec.ca/>;
- (b) Trade and Cooperation Agreement between Quebec and Ontario at <https://www.cfta-alec.ca/agreement/trade-and-cooperation-agreement-between-quebec-and-ontario>; and,
- (c) Comprehensive Economic and Trade Agreement at <http://www.international.gc.ca/gac-amc/campaign-campagne/ceta-aecg/index.aspx?lang=eng>.

4.6.13 Governing Law

The terms and conditions in this Part 4:

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

[End of Part 4]

APPENDIX A – FORM OF MASTER AGREEMENT

This Appendix is posted as a separate PDF document.

APPENDIX B – COMMERCIAL RESPONSE

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

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

APPENDIX C – SUPPLIER REPORTING REQUIREMENTS

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

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

Final reporting requirements will be determined during negotiations.

APPENDIX D – SUPPLIER PERFORMANCE MANAGEMENT SCORECARD

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

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

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

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

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

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

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

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

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

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

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

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

Supplier Provided Customer Performance Measures			
Key Performance Indicator	Performance Measurement	Performance Goal	Penalties
On-Time Delivery	% of orders delivered within agreed lead time	≥ 95%	Service credit or escalation to corrective action
Damage-Free Delivery	% of Product delivered without damage	≥ 97%	Replacement or repair within 10 business days
Warranty Response Time	Time to acknowledge warranty request	≤ 2 business days	Escalation to account manager; potential penalty
Customer Service Responsiveness	Time to respond to inquiries or service requests	≤ 2 business days	Negative impact on performance evaluation
Backorder Communication	% of backorders communicated to Customer in advance	100%	Formal performance review
Reporting Accuracy and Timeliness	Timely submission of complete, accurate reports	100% on agreed schedule	Negative impact on performance evaluation

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

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

Customer may, when executing a CSA, seek other KPIs.

Penalties and Rewards

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

APPENDIX E – OEMC'S SUPPLIER CODE OF CONDUCT

The Supplier will take every measure to comply with OEMC's Supplier Code of Conduct ("SCC") principles set out below and to adopt behaviours and practices that are in alignment with these principles or those of OEMC's Customers as mutually agreed upon between the Customer and Supplier. OEMC's core values of collaboration, responsiveness, integrity, innovation and respect are in alignment with and entrenched within the key principles of the SCC. The SCC applies to the Supplier's owners, employees, agents, partners and subcontractors who provide Products and 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/Services provided to OEMC and its Customers;
- (e) Never place an OEMC employee in a situation that could compromise his/her ethical behaviour or integrity or create a conflict of interest;
- (f) Divulge all actual and potential conflicts of interest to OEMC; and,
- (g) Disclose to OEMC any behaviour deemed unethical on the part of an OEMC employee.

Also, the Supplier shall:

- (a) Comply with all foreign and domestic applicable federal/provincial/municipal laws and regulations including, but not limited to the environment, health and safety, labour and employment, human rights and product safety and anti-corruption laws, trade agreements, conventions, standards, and guidelines, where the products or services are provided to OEMC Customers. Fair competition is to be practised in accordance with applicable laws. All business activities and commercial decisions that restrict competition or may be deemed to be uncompetitive are to be avoided;
- (b) Not try to gain improper advantage or engage in preferential treatment with OEMC employees and Customers. The Supplier must avoid situations that may adversely influence their business relationship with OEMC or can be directly or indirectly perceived as a conflict of interest and interfere with the provision of the Products/Services to OEMC or its Customers. The Supplier must disclose any actual or potential conflicts of interest promptly to OEMC;
- (c) Never offer to OEMC staff bribes, payments, gifts of entertainment or any type of transactions, inducements, services, discounts and/or benefits that may compromise or appear to compromise an OEMC's employees' ability to make business decisions in the best interest of OEMC and its Customers. If a Supplier is unsure whether a gift or entertainment offer to an OEMC employee complies with OEMC's SCC, the Supplier should consult with the intended recipient's manager;
- (d) Not engage in any improper conduct to gain influence or competitive advantage especially that which would put OEMC or its Customers at risk of violating anti-bribery and/or anti-corruption laws. The Supplier must ensure that the requirements of all these applicable laws are met, and not engage in any form of corrupt practices including extortion, fraud or bribery;
- (e) Ensure that any outsourcing and/or subcontracting used to fulfill Products/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/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.

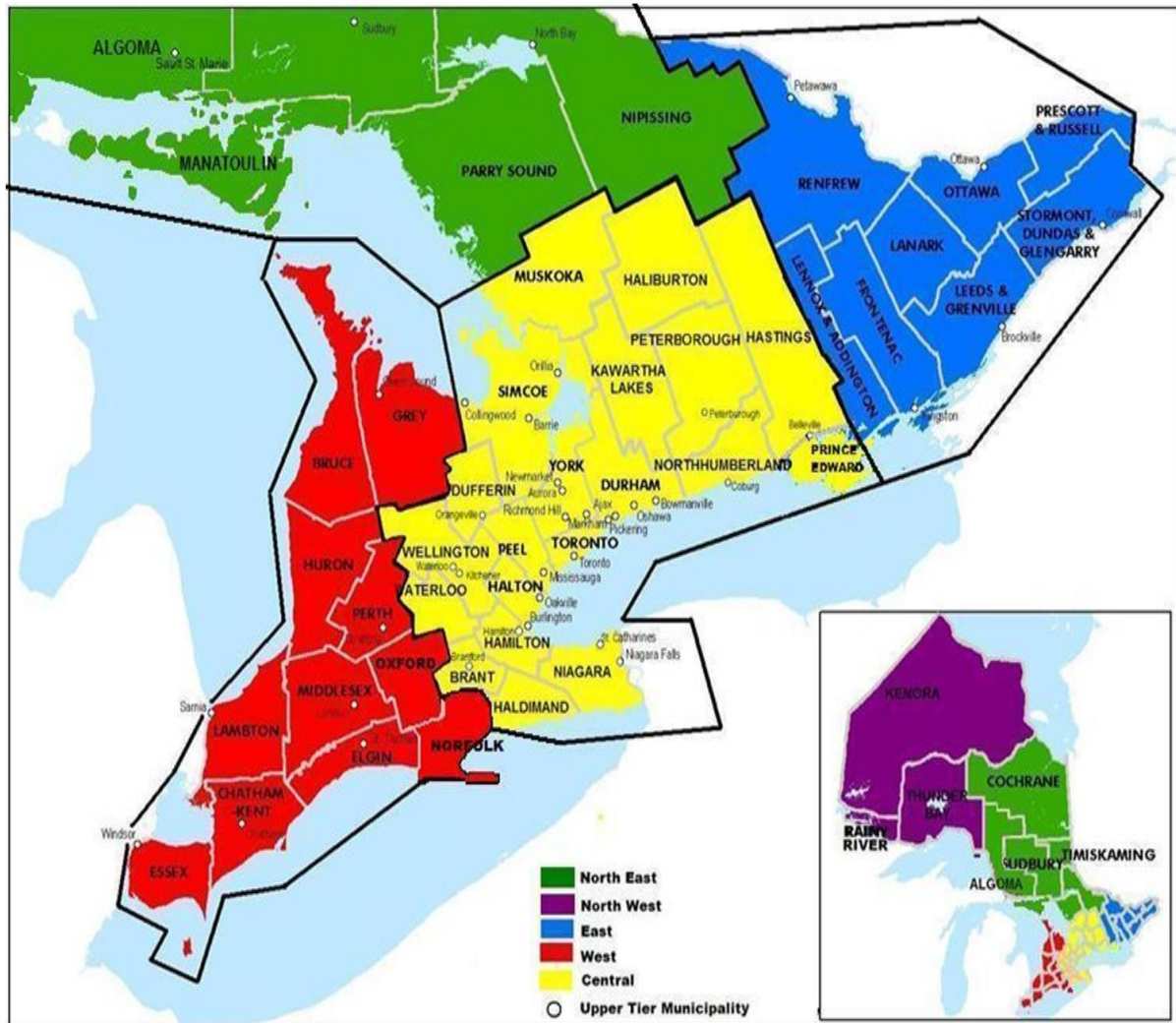
For more information, visit OEM's website at <https://oem.ca/suppliers/#code-of-conduct>.

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

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

APPENDIX G – ONTARIO CUSTOMER GEOGRAPHICAL LOCATIONS

Customers supported by OEM Agreements are located in the following five (5) geographical Zones in the Province of Ontario.



APPENDIX H – OEM UNDERTAKING/OEM AUTHORIZED RESELLER LETTER

This Appendix is posted as a separate PDF document.

Addendum Number 1

Date: June 24, 2025
Subject: Furniture, Mattresses and Related Services RFP #2025-470
RFP Issue Date: June 6, 2025
Closing Date: 2:00:00 pm on July 21, 2025, local time in Toronto, Ontario, Canada

This RFP is amended as noted below in red font:

1. APPENDIX B – COMMERCIAL RESPONSE

For all Categories A, B, C, and D.

Instruction Tab – The Proponent must complete this Appendix B – Commercial Response and upload it into OTP as part of its Proposal Submission.

2. APPENDIX H – OEM UNDERTAKING

Other than adjustments made by the terms of this addendum, all the terms and conditions of the RFP remain the same and in full force and effect.

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