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## FINANCIAL MANAGEMENT SOLUTIONS AND HUMAN CAPITAL MANAGEMENT AND PAYROLL SOLUTIONS AND RELATED SERVICES

### REQUEST FOR PROPOSALS # 2025-489

Request for Proposals Timetable	
Event	Time/Date
OECM's Issue Date of Request for Proposals:	June 4, 2025
Proponent's Information and Ontario Tenders Portal Demonstration Session:	2:00 pm on June 9, 2025
Proponent's Deadline to Submit Questions:	5:00 pm on June 11, 2025
OECM's Deadline for Issuing Answers:	June 19, 2025
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on June 23, 2025
OECM's Deadline for Issuing Final Documents:	June 30, 2025
Closing Date:	2:00:00 pm on July 8 <del>22</del> , 2025
Anticipated Master Agreement Start Date:	November 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 Financial Management Solutions and Human Capital Management and Payroll Solutions and Related Services (“Services”) as described in Part 2 – The Deliverables.

Categories of Services include:

- (a) Category A - Financial Management Solutions; and,
- (b) Category B - Human Capital Management and Payroll Solutions.

A Proponent may submit more than one (1) Proposal, provided that each Proposal is for a unique Solution within one (1) or both Categories. Each Proposal shall be evaluated, scored, and awarded independently.

OECM intends to enter into one (1) Master Agreement per Solution, per Category with an initial Term of the Master Agreement (“Term”) of seven (7) years with an option in favour of OECM to extend the Term on the same terms and conditions for up to five (5) years.

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) Establish Master Agreements with pre-qualified Suppliers, each with different ERP Original Equipment Manufacturer (“OEM”);
- (b) Ensure the Supplier fulfills all RFP Deliverables;
- (c) Ensure appropriate Privacy and Security measures are met;
- (d) Establish, through resulting Master Agreements, relationships with strategic Suppliers able to fulfill the RFP requirements and develop long-term relationships with Customers and OECM;
- (e) Ensure Customers have choice and can select an appropriate Supplier and Solution through a Second Stage Selection Process (“Second Stage”) that best meets their specific needs in a timely manner. Only Suppliers who are awarded Master Agreements will be eligible to participate in any such Second Stage. The Second Stage is further outlined in Part 4, Section 1.5.2;
- (f) Ensure the Supplier provides Solutions with a minimal number of disparate systems and integration points;
- (g) Ensure the Supplier recognizes and supports Customers, understanding Customers will be at different stages of ERP readiness, with budget, and resource capacity constraints;
- (h) Ensure Supplier recognizes Customers may implement the Solution in different manners;
- (i) Ensure the Supplier provides competent and capable Professional Services; and,
- (j) Ensure the Supplier provides excellent customer support and performance management.

## 1.2 Supplier Experience and Qualifications

The Supplier shall possess appropriate experience, qualifications, and demonstrated knowledge relative to the requirements in this RFP and OECM Customer's in Ontario including, but not limited to:

- (a) Protecting the confidentiality and privacy of information and records related to, obtained, generated, created, collected, and/or stored under the resulting Master Agreement;
- (b) Demonstrated experience, knowledge, and ability to identify, manage and provide Services according to Canadian Public Sector Accounting Standards ("PSAS") as established by the Public Sector Accounting Board ("PSAB") of the Chartered Professional Accountants of Canada ("CPA Canada"), and where applicable, the recommendations of the Accounting Standards Board of CPA Canada, other applicable standards and legislation with respect to matters of accounting in the public sector;
- (c) Demonstrated ability to provide knowledgeable, qualified resources well versed in the ERP industry, with the ability to provide professional and timely support to Customers;
- (d) Demonstrated experience with complex, decentralized and autonomous publicly funded organizations, with differing requirements;
- (e) Possessing, maintaining, and providing a five (5) year ERP Solution roadmap (e.g., for people, process/technology changes) to Customers and OECM;
- (f) Possessing robust audit and control processes; and,
- (g) Supporting and actively participating in an ERP Governance Structure and Framework.

## 1.3 Minimum Privacy and Security Requirements

The Proponent must possess/comply with the following minimum Privacy and Security requirements in order to submit a Proposal in response to this RFP.

The Proponent shall:

- (a) Comply with applicable Ontario/Canadian privacy and other applicable laws/legislation. Refer to Sections 2.1, and 4.6.12;
- (b) Only collect personal information as defined in the Master Agreement, the Customer-Supplier Agreement ("CSA") and authorized by the Customer;
- (c) Acknowledge that they are the trustees of the data; the data is owned by the Customer. All Customer data transmitted, processed or stored in the Supplier's Solution shall be deemed to be the Customer's data and treated as Customer Confidential Information;
- (d) Notify Customers/Users when cookies are used as part of the provided Service;
- (e) Only use the data for the purposes defined in the Master Agreement, CSA, and authorized by the Customer, and for no other purpose;
- (f) Ensure that all its third-party service providers (e.g., data processors and Supplier Subcontractors) only use data for the purpose of providing the service as defined in the Master Agreement, CSA and authorized by the Customer and for no other purpose;
- (g) Agree, where requested by the Customer, to the transfer of data upon request, or upon expiration or termination of the Master Agreement or the CSA to ensure there is no interruption of service.;
- (h) Retain data for a period as determined by the Customer (indefinite retention is not acceptable) and agrees to securely dispose of data at the end of the prescribed retention period as verified by a certificate of destruction;
- (i) Securely dispose of any devices that have accessed or contain Customer data, and ensure that the Supplier's Subcontractors follow the same practices;

- (j) Acknowledge that the Customer has ownership rights to any Intellectual Property created by Customer's staff;
- (k) Conduct internal and external (third-party) audits and/or maintains certifications to demonstrate they are maintaining effective and efficient internal controls related to financial information, and security and provides evidence of such to OEM and Customers on an annual basis;
- (l) Ensure OEM and/or Customers have the right to audit the Supplier's data security practices;
- (m) Possess a Privacy Breach Response Plan;
- (n) Possess a Cyber Security Incident Response Plan;
- (o) Possess a Disaster Recovery Plan;
- (p) Possess a Business Continuity Plan;
- (q) Immediately notify the Customer and OEM in the event there is any breach (e.g., Customer's data, cyber, privacy, security, suspected security);
- (r) Ensure Supplier Subcontractors immediately notify the Supplier in the event of a breach (e.g., Customer's data, cyber, privacy, security, suspected security);
- (s) Cooperate with the Customer in the event of a breach or regulatory investigation (e.g., breach investigation by the Information and Privacy Commissioner of Ontario ("IPC"));
- (t) Ensure the Supplier's Subcontractors possess equivalent or better security of the Supplier's to ensure the Customer's data is safeguarded;
- (u) Log and send all security incident events to a security log collector (e.g., Security Information and Event Management ("SIEM")) in industry standard format for all components (e.g., infrastructure, software and/or applications, services); and,
- (v) Notify the Customer and OEM in writing when material changes are made to the security controls/practices in place that affect how personal and confidential data is handled. This includes changes to Supplier's Subcontractors.

The above Privacy and Security requirements are set out in the Qualification Envelope on Ontario Tenders Portal Jaggaer ("OTP").

#### **1.4 Authorized Reseller**

The Proponent shall be the OEM or an Authorized OEM Reseller of the Deliverables, and provide the appropriate resources with associated skills, experience and knowledge to fulfill 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 of the Master Agreement ("Term"), with any changes of status to be communicated to OEM within thirty (30) days of such change.

Authorized Reseller means the OEM has authorized the Supplier to market, advertise, sell and maintain directly to Customers on the OEM's behalf as a provider.

The Proponent may represent only one (1) OEM per Proposal submission. If the Proponent has multiple OEM solutions to offer, the Proponent may submit more than one (1) Proposal submission. For example, if a Supplier offers Software Solution A and Software Solution B, they may submit two (2) Proposal submissions, one for Software Solution A and one for Software Solution B.

Each Proposal and Appendix G – OEM Undertaking/OEM Authorized Reseller Letter shall represent one (1) OEM only.

## 1.5 Award Strategy

OECM may, through this RFP process, enter into one (1) Master Agreement per OEM Solution within each Category for the provision of the Services for OEM Customers to use on an as-and-when required basis. Only one (1) Supplier will be awarded a Master Agreement per OEM for the same Solution in a given each Category, based on the evaluation results. For example, if Supplier Proponent A and Supplier Proponent B both propose OEM Solution X under Category A, only one (1) Supplier Preferred Proponent will be awarded the a Master Agreement for Category A – OEM Solution X. However, if Supplier Proponent A submits Proposals for different OEM Solutions—such as OEM Solution X and OEM Solution Y—within one (1) or both Categories, that Proponent may be awarded Master Agreements for each unique OEM Solution. A Supplier may therefore be awarded one (1) or more Master Agreements, provided each is for a distinct OEM Solution. Having one (1) Supplier per Solution per Category allows for greater value to Customer and services the diverse sectors OECM serves by providing differing levels of expertise and improves Customer Service by enabling Customers to select Suppliers that can meet their requirements. OECM Customers to use on an as-and-when required basis.

The Term, for all Master Agreements, is intended to be for seven (7) years, with an option in favour of OECM to extend the Term on the same terms and conditions for up to five (5) additional years. Performance as set out in Appendix E – Supplier Performance Management Scorecard and, if applicable, Supplier Recognition Program evaluation results will be considered when contemplating a Master Agreement extension.

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

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 Services shall be created between the Proponent and OECM by this RFP process until the successful completion of negotiation and execution of a written Master Agreement for the provision of the Services has occurred.

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

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

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

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

The Customer may negotiate their unique requirements (e.g., 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.

Suppliers must respond to a Second Stage Selection Process from Customers. A Supplier has the option to withdraw from participating in the Second Stage Selection Process, upon reviewing the Customer's requirements, and subsequently notifying the Customer of their intent to withdraw from the opportunity.

If a Supplier chooses to participate in the Second Stage request (i.e. has not notified the Customer of their intent to withdraw), the response, at minimum, should set out the following:

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

### **1.5.3 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**

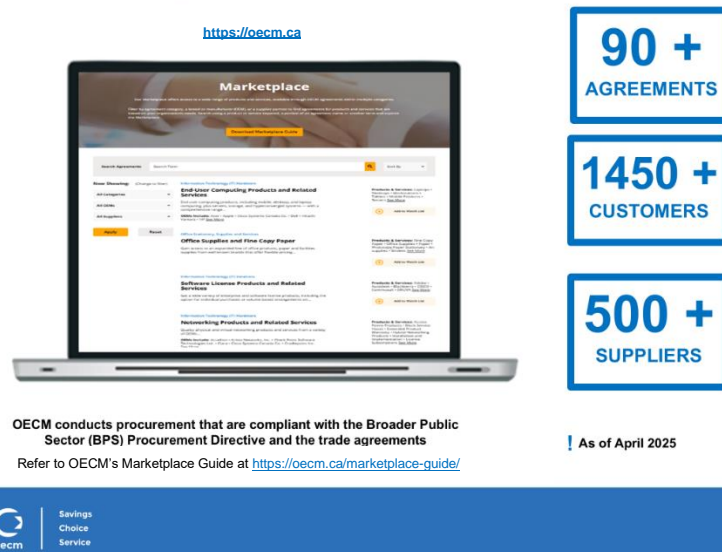
OECM is a trusted not-for-profit partner for Ontario's educational entities (e.g., school boards or authorities, Provincial and Demonstration Schools Branch with the Ontario Ministry of Education, colleges, and universities, and may also include Private Schools and Private Career Colleges), health and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

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

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

## A Marketplace of Choice



### 1.6.1 Use of OECM Master Agreements

As of April 2025, one thousand four hundred fifty (1,450) plus Customers were using one (1) or more OECM agreements with a cumulative spend of more than five (5) billion dollars since 2006.

# OECD Customers

## NON-EDUCATION SECTOR

Municipalities and related services (Library Boards, Police Boards, Conservation Groups and more), Indigenous organizations, independent and community schools, children's aid societies, government, healthcare, and not-for-profit organizations



Including:

- 390+ Municipalities and Related Services
- 200+ Public Healthcare
- 360+ Community & Social Services
- 50+ Indigenous organizations

100% of Colleges, School Boards and Universities



More information about OECD is available on our website - <https://oecd.ca/>.

### 1.6.2 The Ontario Broader Public Sector Procurement Directive

OECD, and the BPS Customers they service, follow the Ontario BPS Procurement Directive. The directive sets out rules for designated BPS entities on the purchase of goods and services using public funds.

The Procurement Directive is available here

[Broader Public Sector Procurement Directive \(ontario.ca\)](https://www.ontario.ca/government/bps-procurement-directive)

### 1.6.3 Trade Agreements

OECD procurements are undertaken within the scope of Chapter 5 of the Canadian Free Trade Agreement ("CFTA"), Chapter 19 of the Comprehensive Economic and Trade Agreement ("CETA"), and within the scope of the Trade and Cooperation Agreement between Quebec and Ontario and are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP. For more information, refer to the Section 4.6.11.

## 1.7 Authorized Reseller

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

Where components comprising the Deliverables are not provide 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 of the Master Agreement, with any changes of status to be communicated to OECD within thirty (3) days of such change.

Authorized Reseller means the ERP OEM has authorized the Supplier to market, advertise, sell, maintain, and distribute directly to Customers on the OEM's behalf as a provider, or systems integrator. Refer to Appendix G.

[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 OEM or the Supplier, such terms shall be construed and interpreted as synonymous and shall be construed to read “OEM shall” or the “Supplier shall”, as the case may be;
  - ii. The term “should” relates to a requirement that OEM 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.

**“Acceptance Testing”** means any and all tests of all or part of the Deliverables to be carried out in accordance with the acceptance process set out in the Master Agreement and/or the Customer-Supplier Agreement to determine if such Deliverables conform to the requirements, specifications, warranties and standards set out in or incorporated into the Contract;

**“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 Person that is authorized by the OEM to market, advertise, sell and distribute the Services;

**“Best and Final Offer”** or **“BAFO”** means a process during the negotiation stage in which a Preferred Proponent may be invited by OEM 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 OECM, as specified in the Customer's CSA, or agreed to by the parties in writing, except when such a day is a public holiday, as defined in the *Employment Standards Act* (Ontario);

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

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

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

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

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

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

- (a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to (i) having or having access to

information in the preparation of its Proposal that is confidential to OECM and not available to other respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process; or (iii) engaging in conduct that compromises or could reasonably be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or,

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

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

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

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

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

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

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

**“End User”** means a day-to-day operational User who interacts directly with the ERP system to input, update, or process transactions (e.g., entering invoices, managing inventory, or processing payroll). This group represents the primary functional workforce using the system across departments;

**“ERP”** means Enterprise Resource Planning;

**“Exit Plan”** means a detailed plan setting out the specific tasks to be performed by the Supplier as part of the Transition Out Services, which shall, at a minimum, include the description of the Services described in the Contract;

**“Go-Live”** means the Solutions have been configured to the Customers' satisfaction, passed the Acceptance Testing, and is available for use by Users without material deficiencies as per the agreed to Acceptance Testing criteria;

**“Hypercare Support Services”** means a Service (e.g., an elevated level of Support Services post implementation) provided by the Supplier for a minimum of sixty (60) days immediately following a Customer's Go-Live date to ensure seamless adoption of the new ERP Solutions/Modules. Hypercare Support Services shall address all issues related to both functional and technical, and all issues as experienced by the Customer

(e.g., User experience, bug fixes, system performance related issues, timely responses to service tickets raised);

**“Implementation Date”** means the date the Customer’s Solution, which is the actual date on which the Customer begins to receive the Deliverables, or such other date as may be determined by the Customer;

**“Implementation Plan”** means the plan for the implementing the Deliverables, which plan shall include, at a minimum, the information (such as the project plan, the proposed implementation approach, Acceptance Testing and training Services) and strategies (such as a data migration strategy and integration strategy) outlined in the Contract;

**“Inquiry User”** means a User with read-only access, primary allowed to view reports, dashboards, or data without the ability to modify or input transactions. Often used for management, auditors, or analysts who need visibility into ERP data but don’t interact with core processes;

**“Integration Services”** means the range of services required to integrate the Customer system files or systems with the ERP Solution;

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

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

**“MEDU”** means Ontario Ministry of Education;

**“Module”** means one (1) or more applications that together provide the functionalities related to the Finance Solutions or other Solutions as described in this RFP;

**“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](https://www.ontario.ca/government/list-of-ontario-municipalities)) and related Service Organizations;

**“OECM”** means the Ontario Education Collaborative Marketplace;

**“OECM’s Deadline for Issuing Final Addenda”** means the date and time as set out in Section 4.1.1 of this RFP and may be amended from time to time in accordance with the terms of this RFP;

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

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

**“Per-Diem Rate”** means the maximum amount which the Supplier may charge for Services performed by an individual Professional Service resource on one (1) calendar day (based on seven and a half (7.5) working hours per day), which includes all labour and material costs, insurance costs, and other overhead, including any fees or other charges required by law, but excludes HST;

**“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;

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

**“Production”** means a Solution, Module (or application) is implemented and accepted by the Customer for use by Users and processes actual business information or transactions for the Customer;

**“Professional Services”** means the Supplier’s expert resources who fulfills Customer’s Service requirements as described in Part 2 of this RFP and/or the Customer’s CSA;

**“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 Services as set out in the Proponent’s submitted Appendix B - Commercial Response;

**“Release”** means any upgrades, updates, patch installations, modifications, refreshes, enhancements, additions, substitutions, workaround or fixes to software or equipment, or new versions of new or modified software components, which are tested and implemented by the Supplier and/or OEM for which the Supplier represents;

**“Request for Proposals”** or **“RFP”** means this Request for Proposals #2025-489 issued by OECM, including all appendices and addenda thereto;

**“Second Stage Selection Process”** or **“Second Stage”** means a request from one (1) or more Suppliers via a Second Stage tool (e.g., Request for Services (“RFS”), or Customer’s process (e.g., directly or via an online e.tendering platform) from a Customer or from OECM on behalf of a Customer, seeking Rates and relevant Services specific to a Customer’s organization;

**“Self-Service User”** means a User with limited, role-specific access to perform basic, predefined tasks such as updating personal information, submitting time sheets, expense claims, or leave requests — typically through a web portal or mobile interface. These Users do not require full transactional capabilities and interact with the system in a controlled, simplified manner;

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

**“Solution”** means a distinct commercially available Software as a Solution (SaaS) Cloud based application or Service, in this case, a Financial Management Solutions and/or Human Capital Management and Payroll Solutions and other applications that can be scaled across the enterprise and include 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;

**“Third-Party Applications”** or **“Third Party”** means any software/application other than the Supplier’s ERP Solution, including systems developed by external vendors and/or by the Customers themselves;

**“Transition Out Period”** means the period of time prior to and/or after the Term during which the Supplier provides Transition Out Services;

**“Transition Out Services”** means the services provided by the Supplier to the Customer, and to any designated replacement service provider or Supplier Subcontractor, to transition out of the Deliverables from the Supplier to the Customer;

**“User”** means a variety of Customer technical and functional staff person or contractor User (e.g., administrative, management, inquiry, employee self-service, Super User) who is licensed to use the ERP Solution in accordance with the role and permission assigned to them;

**“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 OECD 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; and,

**“U.S. Business”** means a supplier, manufacturer, or distributor of any business structure (includes a sole proprietorship, partnership, corporation, or other business structure) that: (i) has its headquarters or main office located in the United States of America (U.S.), and (ii) has fewer than two hundred and fifty (250) full-time employees in Canada prior to the Closing Date. A supplier, manufacturer, or distributor that is a subsidiary of another corporation, part (i) of the definition above is met if that supplier, manufacturer, or distributor is controlled by a corporation that has its headquarters or main office located in the U.S.

[End of Part 1A]

## PART 2 – THE DELIVERABLES

This Part of the RFP, and Appendix C – ERP Solution Functional Requirements describes the Financial Management Solutions and/or the Human Capital Management and Payroll Solutions and Related Services Deliverables per Category, which will be incorporated into the final Master Agreement.

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

The Supplier shall provide the Service(s) that meet the requirements as set out in the Deliverables. The requirements are set out in two (2) Categories as described below:

Category	Category Title	RFP Section References
Category A	Financial Management Solutions	2.5
Category B	Human Capital Management and Payroll Solutions	2.6

Deliverables in Sections 2.1 to 2.4 and 2.7 to 2.28 are applicable to all Categories. A Proponent may submit more than one (1) Proposal, provided that each Proposal is for a unique Solution within one (1) or both Categories. Each Proposal shall be evaluated, scored, and awarded independently for each Solution by Category.

The Supplier shall provide **all** RFP Deliverables for one (1) or both Categories.

In performing the Services, the Supplier shall provide and exercise the standard of care, skill and diligence required by customarily accepted professional practice and procedures in the performance of the Services at the time when and the location in which the Services are provided.

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

The followings are out-of-scope Solutions for this RFP:

- (a) Any on-premise solution;
- (b) Edsembl;
- (c) Oracle Fusion;
- (d) Sparkrock 365; and ,
- (e) Unit 4

The above-named Solutions are out of scope for this RFP as they have already been awarded under OECM's Enterprise Resource Planning (ERP) Solutions and Related Services agreement.

### 2.1 Compliance

The Supplier shall, for the Term of the Master Agreement, be in compliance with all applicable Ontario and federal laws/regulations of Canada including, but not limited to:

- (a) *Accessibility for Ontarians with Disabilities Act* ("AODA");

- (b) *Freedom of Information and Protection of Privacy Act* ("FIPPA");
- (c) General Data Protection Regulation;
- (d) *Health and Information Protection Act, 2016* (HIPA);
- (e) *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA");
- (f) *Occupational Health and Safety Act* (Ontario);
- (g) *Ontarians with Disabilities Act, 2001* ("ODA")
- (h) *Ontario Human Rights Code* ("HRC");
- (i) *Pay Equity Act* (Ontario);
- (j) *Personal Health Information Protection Act* ("PHIPA");
- (k) *Personal Information Protection and Electronic Documents Act* ("PIPEDA");
- (l) Security Alliance Security Trust and Assurance Registry ("STAR") or any web-based compliance; and,
- (m) Web Content Accessibility Guidelines ("WCAG") 2.0 and 2.1.

Refer to Section 4.6.13 for more information related to Governing Law.

A Customer will, when negotiating a CSA with a Supplier and throughout the CSA Term, ensure that the Supplier will also comply with the Customer's established information security policies and controls for protecting sensitive data, without the need for significant workarounds or complexity. As part of that process, the Customer may request a copy of the Supplier's most recent third party audit results/certifications and/or a Threat Risk Assessment ("TRA") report.

### **2.1.1 Cybersecurity Policy Framework**

The Supplier shall ensure it has an established cybersecurity policy framework that conforms to industry practices such as:

- (a) National Institute of Standards and Technology ("NIST");
- (b) International Standards Organization ("ISO") 27001/27002 27002 Information Security Management System/Information Security Controls;
- (c) Control Objectives for Information and Related Technologies ("COBIT") Cybersecurity Framework;
- (d) Center for Internet Security ("CIS"); or,
- (e) Information Security Forum ("ISF").

## **2.2 Data Residency and Tenancy Solution**

The Supplier shall ensure servers and backup servers are located on ~~Canadian soil or a country that is a party to the Comprehensive Economic and Trade Agreement ("CETA")~~ in North America in a secure data centre. The Supplier shall follow the PIPEDA requirements and adhere to encryption standards in that Act.

The Supplier should provide advice and recommendations to Customers (e.g., the use of a single or multi-tenant solution) for their Solution. As such, the Supplier shall ensure the Solution has the ability to support both a single and multi-tenant architecture.

## **2.3 Privacy and Security**

The Supplier shall meet privacy and security requirements, in addition to those set out in Part 1, including, but not limited to:

- (a) Having an individual responsible for privacy and security compliance within its organization;

- (b) Providing to Customer, upon request, applicable policies and plans:
  - i. Privacy Policy (e.g., detailing the collection, use, disclosure, and retention of data);
  - ii. Disaster Recovery Plan (e.g., people, roles/responsibilities, backups, recovery infrastructure, steps involved, stakeholder communication, plan testing, version control, executive signoff);
  - iii. Business Continuity Plan (e.g., people, roles/responsibilities, backups, steps involved, stakeholder support and communication, plan testing, version control, executive signoff);
  - iv. Cyber Security Incident Response Plan (e.g., people, roles/responsibilities, backups, steps involved, stakeholder support and communication, plan testing, version control, executive signoff); and,
  - v. Privacy Breach Response Plan (e.g., people, roles/responsibilities, backups, steps involved, stakeholder support and communication, plan testing, version control, executive signoff).
- (c) Providing to Customer, upon request, a copy of the Supplier's most recent Privacy Impact Assessment ("PIA");
- (d) Providing evidence that Customer requested data has been destructed appropriately;
- (e) Providing security log capabilities and maintaining such logs for at least one (1) year; and,
- (f) Ensuring the Supplier's staff are appropriately trained.

## 2.4 Base ERP Solution

The Supplier shall provide and support Financial Management Solutions and/or Human Capital Management and Payroll Solutions in the base ERP Solution.

The Supplier shall ensure the base ERP Solution provides integrated business functionalities related to the Financial Management Solutions and Human Capital Management and Payroll Solutions and provides common information technology (i.e., common architectural, non-functional) requirements allowing Customers to perform lifecycle business activities in a seamless manner.

Most individual Customers will use a single instance of the Solution; however, the Supplier shall ensure the Solution has the ability to allow multiple Customers to use a single instance if required by the Customer.

Appendix C – ERP Solution Functional Requirements contains the base ERP Solution functional requirements, some of which are critical from the Customer's perspective, while others are desired.

The Supplier shall ensure the base ERP Solution is delivered as a SaaS subscription hosted on a cloud infrastructure including, but not limited to:

- (a) Service delivery management (e.g., monitoring performance, availability (e.g., 99.99%), critical issues resolution, escalation, breaches (e.g., data, cyber, privacy, security, suspected security);
- (b) Product and change management to provide the most current Solutions/Modules available on the market (e.g., including ongoing support and maintenance, fixes, patches, development and enhancements, upgrades, updates, new features, releases);
- (c) Proactive infrastructure maintenance, updates and upgrades that ensures all infrastructure, application environments and supporting elements are maintained at a current ("n") or, at minimum, n-1 level;
- (d) Implementation of infrastructure changes made necessary by Solution changes;
- (e) Support, deployment and refreshes of the required environments including, but not limited to production environment (PROD), user acceptance testing environment (UAT), development environment (DEV), and other environments established by the Customer;
- (f) Hosting facilities should hold an Uptime Institute certification or other industry data centre recognition; and,

- (g) Ability to provide full access to the database schema documentation for Customer data extraction and reporting purposes.

The Supplier shall ensure the base ERP Solution provides Human Capital Management and Payroll Solution functionalities to allow the Customer's business functional activities, processes and tasks described below.

## **2.5 Category A - Finance Solution**

The Supplier shall ensure the Finance Solution Module/functionality includes, but is not limited to:

- (a) Budget Planning and Forecasting – Allows Customers (e.g., Manager, Administrators, Directors, Superintendents) to develop a budget management process to incorporate all departments. MEDU announces funding allocations in early spring each year. Department managers provide input into department budgets, and trustees approve a budget to present to the MEDU by June 30. The budget is an ongoing process (e.g., planning, forecasting), reflecting decisions made throughout the year;
- (b) General Ledger – Also known as Record to Report. Activities that support the creation and maintenance of a structure that organizes the Customer's financial data by accounts and categories in order to facilitate effective accounting and reporting processes in conformance with the MEDU's Uniform Code of Accounts;
- (c) Accounts Payable – Also known as Procure to Pay. The recordkeeping and processing of financial transactions that represent money owed by the Customer;
- (d) Accounts Receivable – Also known as Order to Cash. The recordkeeping and processing of financial transactions that represent money owed to or collected by the Customer;
- (e) Procurement – The strategic process of sourcing a product or service for the Customer. Purchasing focuses on how goods and services are acquired, ordered, and paid for;
- (f) Tax Reporting - The fulfillment of legislated reporting requirements to the Canada Revenue Agency ("CRA") from the Customer as a charitable organization and as an employer, providing employee-level reporting of income earned, tax deductions and pension values. In addition, the remittance of aggregated statutory federal payroll deductions including Canada Pension Plan ("CPP"), Employment Insurance ("EI"), Employer Health Tax ("EHT"), Harmonized Sales Tax ("HST"), and income tax deductions;
- (g) Financial Reporting – Creating reports that will be used to support internal departmental tasks such as monitoring, controlling and reconciliation as well as to represent data that will be exchanged with external parties;
- (h) Fixed Asset Management – The recordkeeping of financial transactions related to the following:
  - i. Fixed Asset Management – Also known as Acquire to Retire. Assets are defined as facilities, land or portables. Information on assets is maintained and reported to the MEDU;
  - ii. Fleet Management – Organize and manage vehicle and driver information to track costs and maintenance and provide compliance; and,
  - iii. Equipment/Inventory Management – The processes related to ordering, storing, and managing the Customer's inventory. This includes the management of furniture, musical instruments, tools, IT equipment and vehicles, as well as storing and cataloguing these items; and,
- (i) Expense Reimbursement – The management of recording, submitting, approving, and payment of eligible business expenses claimed by authorized employees related to incurring approved travel and related costs in performing approved business activities and functions.

### **2.5.1 Finance Solution Functionality**

The Supplier shall ensure the Finance Solution possesses functionality that offers a highly integrated set of processes to effectively manage Customer's operations including, but not limited to:

- (a) Capability of facilitating seamless and efficient integration between the various Finance Solution Modules to allow for real-time and timely insight into operational costs incurred versus budget;

- (b) Functionality that increases efficiencies that allows for automated online workflow requests and approval processes, enables attachment of supporting documentation in the Solution/Module and other enhanced workflows to ensure proper oversight;
- (c) Facilitates and simplifies collection of data and information from various sources to satisfy Customer reporting requirements (e.g., MEDU, trustees, internal stakeholders); and,
- (d) Robust integration functionality and architecture where information can easily and efficiently be exchanged with third-party and/or internally developed applications.

Refer to Appendix C – ERP Solution Functional Requirements for more information.

## 2.6 Category B - Human Capital Management and Payroll Solutions

The Supplier shall ensure the Human Capital Management and Payroll Solutions Module/functionality includes, but is not limited to:

- (a) Position Management – The administrative tasks of maintaining position structures and the reporting and analysis of this position-level data;
- (b) Employee Record Management – The set up and maintenance of historical and current employee level data including employment status, demographic data, qualifications/certification, seniority, position details and entitlements;
- (c) Payroll and Benefits Management – Includes the accurate and timely calculation and reporting of compensation to employees and remittances, while ensuring compliance with government legislation and organizational policies;
- (d) Attendance and Absence Management – The management of employee attendance records, which includes, tracking of positive time (time present), negative time (time absent), replacement of staff and specialized administration of employees who are on leave or disability;
- (e) Appraisal Management – The administration, planning, recording, tracking and status reporting of staff performance appraisals;
- (f) Human Capital Management Reporting – Creating reports that will be used to support internal departmental tasks such as monitoring, controlling and validation as well as to represent data that will be exchanged with external parties; and,
- (g) Year-end Processing – Periodically, Human Capital Management timetables for calculation of various banks are re-set for a new year. This may occur at different times, depending on the definition of the year (calendar, fiscal, or other) and shall include seniority/experience calculations, salary grid increases, vacation days, and all absence banks (e.g. sick days, lieu days, bereavement days).

### 2.6.1 Human Capital Management and Payroll Solutions Functionality

The Supplier shall ensure the Human Capital Management and Payroll Solutions possesses functionality that offers a highly integrated set of processes to effectively manage Customer's operations including, but not limited to:

- (a) Capability of handling complex salary situations, including differences between earned pay and actual payroll, benefit programs and entitlement credits and ensuring the accuracy and completeness of the allocation of methodologies, with minimal manual interventions and calculations;
- (b) Payroll functionality that is integrated with employee data records to allow for retroactive and future dated Human Capital Management Payroll events simultaneously, without the need for a blackout period (i.e., a time period when no, or very limited, access to Human Capital Management and Payroll systems are available to Users to process standard transactions);
- (c) Compliance monitoring (e.g., annual offence declaration, continuing employee education);
- (d) Robust integration functionality and architecture where information can easily and efficiently be exchanged with third-party and/or internally developed applications;

- (e) Robust reporting and Customer data extraction capabilities, such as absence and sick leave, salaries and benefits for various internal and external stakeholder reporting; and,
- (f) ~~Seamless integration with Customer's Finance Solution (e.g., General Ledger).~~

Refer to Appendix C – ERP Solution Functional Requirements for more information.

## 2.7 Other ERP Solutions/Modules

The Supplier should provide, if required by Customers, other ERP Solutions/Modules including, but not limited to:

- (a) Financial Auditing – Investigations of financial transactions, statements, processes and procedures that are performed by internal and/or external parties for the purpose of ensuring accuracy and integrity of Customer's financial data and practices;
- (b) Recruiting – Allows sourcing, screening, selection and onboarding of an employee for a vacant position;
- (c) Human Capital Management Strategic Planning, Reporting and Analytics – The collection and analysis of Customer data on employee behaviour such as productivity and engagement, which leads to conclusions on the effectiveness of current Human Capital Management policies and practices. These conclusions inform decisions on strategies for future improvements; and,
- (d) Employee Training and Development – The organization of staff training requirements and the administration of training courses for employees for the purpose of job training and/or self-development or compliance objectives.

## 2.8 Users

The Supplier shall ensure the ERP Solution supports various Users including, but not limited to:

- (a) End User – A Customer's technical or functional staff member or contractor who is licensed to use the ERP Solution in accordance with the role and permission assigned to them. An End User could include someone that has access to the ERP Solution, which could be in a managerial or administrative role;
- (b) Super User – A functional or technical End User who will be responsible for learning and understanding the ERP Solution from the Supplier's implementation team and gains deep knowledge and expertise on every aspect of the ERP Solution's operations and who becomes the conduit between the Supplier's Implementation Team and the Customer's Users.
- (c) Inquiry User – Any Customer staff member or contractor who is licensed to use the ERP Solution for inquiries and has read only access rights that allow that individual to only view, run queries or reports against the ERP Solution permission assigned to them; and,
- (d) Employee Self-service User – is a Customer staff member who is licensed to use the ERP Solution for accessing one's own employee information from work or home.

## 2.9 Information Technology Deliverables

### Managed Service

The Supplier will provide a managed Service (i.e., a Supplier managed and hosted ERP Solution consistent with Ontario laws, and Privacy and Security directives and orders of the Information and Privacy Commissioner of Ontario), which will be available to OECM Customers.

### Privacy Impact and Threat Risk Assessments

The Supplier shall conduct a PIA and TRA for each Customer deploying the ERP Solution at no additional cost to the Customer and within the time agreed to by the Customer (e.g., annually).

Customers shall have the right to conduct their own PIA and TRA at any time during the Term of the Master Agreement or engage an independent third party to conduct such assessments. In the event of a privacy breach or threat, the Supplier will be responsible for resolution at no additional cost to the Customer.

Data sensitivity will be ranked and have the appropriate security and controls implemented relative to the type of data as per the Customer's information security and privacy classification policy.

### **2.9.1 Deployment**

#### **(a) General Deployment**

The Supplier shall work with the Customer to develop a mutually agreed to project plan including, but not limited to:

- i. The project scope;
- ii. Timelines;
- iii. Tasks; and,
- iv. Rates based on defined Deliverable milestones and project penalties as agreed to by the Customer.

The Supplier shall provide automated or scripted deployment for all components of the ERP Solution, applicable to the initial deployment of the ERP Solution and all its subsequent updates. The Supplier should avoid manual installation or configuration of components except where it is necessary, all the steps shall be well documented.

Supplier shall provide notification to Customers on:

- i. Any new releases (e.g., major and minor updates);
- ii. Fixes/patches at minimum sixty (60) days prior to release, except where there is a high-risk vulnerability to the ERP Solution and unless otherwise agreed to by the Customer in writing. Supplier shall provide Customers at least three (3) weeks to test any new releases prior to sign-off and shall seek Customer sign-off before updating the production environment.

The online system shall enable the deployment of individual software tiers on separate hardware platforms as may be required to support scalability.

#### **(b) Release Deployment**

The Supplier shall ensure the ERP Solution release deployment Services are provided to transfer releases from development to production and shall include, but not be limited to:

- i. Package code for deployment;
- ii. Install code in non-production environment for System Integration Testing ("SIT") and Quality Assurance ("QA");
- iii. Plan, coordinate and communicate for the production and non-production outage window;
- iv. Create a Request for Change ("RFC") for the planned outage window;
- v. Transfer code to the production environment;
- vi. Install code in the production environment;
- vii. Verify that the newly released code is correctly deployed; and,
- viii. Consideration for the impact on the Customer's business when scheduling the frequency of releases.

#### **(c) Patch Deployment**

The Supplier shall ensure the ERP Solution's patch deployment Services provide the processes to make periodic updates to the application including, but not limited to:

- i. Scheduling periodic (e.g., normally bi-weekly) patches, and allowing time as agreed to with Customers to test;
- ii. Emergency patches to fix critical business or security issues;
- iii. Communicating the schedule to the Customer;
- iv. Packaging code for deployment;
- v. Install code in non-production environment for SIT and QA;
- vi. Transferring code to the production environment; and,
- vii. Verifying that the newly deployed code is correctly deployed.

### **2.9.2 Importing Customer Data**

The Supplier shall ensure the ERP Solution allows for easy importing of Customer's data in various file formats (e.g., doc, .docx, .ppt, .pptx, .xls, .xlsx, .csv, .pdf, .htm, .html, .xml, .tiff, .png, .jpg, .txt) and through Optical Character Recognition ("OCR") to support Customer's needs.

### **2.9.3 Integrity**

The Supplier shall ensure the ERP Solution:

- (a) Deploys with no functional defects and minimal non-functional defects and ensure data accuracy, the data shall be correct, accurate and shall represent the value in a consistent form. Referential integrity shall be enforced in the database, to prevent orphaned data. Data rules shall be enforced by the ERP Solution including, but not limited to:

- i. Enforce uniqueness for data that are required to be unique as per Customer requirements;
- ii. Ensure data is entered for mandatory data items; and,
- iii. Validate data at point of data entry, based on validation rules specified by Customer.

Once a data item or record is saved by the User, it shall remain available in the Solution (data durability).

- (b) The Supplier shall ensure the ERP Solution supports a commercial relational Database Management System that includes the following functionality:

- i. Supports structured and non-structured data;
- ii. Supports all data types;
- iii. Supports referential integrity;
- iv. Supports data persistence;
- v. Supports two-phase commit;
- vi. Provides access control (create, read, update and delete) to database tables;
- vii. Provides utilities for database backup, restore and reorganization;
- viii. Can restore databases back to a point in time; and,
- ix. Provides an automatic rollback for uncommitted database changes.

- (c) The Supplier shall ensure the ERP Solution adheres to the following requirements:

- i. No data stored by the application can be in an inconsistent state;
- ii. All data written to the database will be available after a restart;

- iii. A User cannot create orphaned row(s) when adding, changing or deleting data; and,
- iv. Database Referential Integrity has to be maintained. A User cannot add a record to a table that contains a foreign key unless there is a corresponding record in the linked table.

## **2.10 ERP Reporting**

The Supplier shall ensure the ERP Solution provides reporting capabilities:

- (a) Within the ERP Solution; and,
- (b) Exporting functionality to support Customers other reporting needs.

### **2.10.1 Reporting Within the ERP Solution**

The Supplier's shall ensure the ERP Solution possesses robust reporting/analytics functionality including, but not limited to:

- (a) Ability for Customers to configure/customize various reports;
- (b) Sharing reports to a central repository;
- (c) Specifying or defining recipient groups for reports;
- (d) Reporting at a User level and Customer departmental level;
- (e) Providing standard reporting;
- (f) Providing integrated analytics and data visualization with flexible configuration to provide standard and ad-hoc reporting;
- (g) Providing robust management reporting capabilities (e.g., slicing data and presenting it in many different ways) based on Customer defined indicators;
- (h) Producing standard Finance regulatory reports;
- (i) Producing transaction audit reports to facilitate compliance processes; and,
- (j) Integrating with industry standard report writers for User-defined reports and queries and supports Customer's existing reporting tools including but not limited to Cognos, Qlik, Power BI, and Microsoft Reporting Services.

### **2.10.2 Exporting Customer Data**

The Supplier shall ensure the ERP Solution allows for easy exporting of Customer's data in various file formats (e.g., doc, .docx, .ppt, .pptx, .xls, .xlsx, .csv, .pdf, .htm, .html, .xml, .tiff, .png, jpg, .txt) to support Customer's needs.

While Customers preference is integration, currently reports are used until such integration capabilities are available. Therefore, the Supplier shall ensure Customers are able to fulfill reporting requirements including, but not limited to:

- (a) Court Offices (e.g., Family Responsibility Office ("FRO"), Support and Custody Orders Enforcement Office, other local court offices);
- (b) Income Tax reporting; and,
- (c) Payroll and Benefits tax reporting.

## **2.11 Professional Services**

The Customer may require the Supplier to provide the Services off-site (i.e., remote) and/or on-site (e.g., at the Customers' premises).

The Supplier shall ensure sufficient dedicated Professional Services resources are available for key Professional Service roles to deliver the Services for multiple implementations occurring during the same period of time by different Customers.

The Supplier shall not arbitrarily replace a Professional Service resource without the Customer's prior approval. The Supplier shall offer the Customer another resource replacement if the resource is deemed unacceptable to the Customer. In the event a Supplier's resource does not fulfill the requirements during the project, the Supplier shall recommend a replacement resource and shall receive the Customer's approval prior to the effective date of such change. Any resource replacement shall have the same level of knowledge, experience and skills, or greater, as described in this RFP and shall be provided at the same Rate.

The Customer may conduct interviews with the proposed resources, to verify the resources' skills and competencies to meet the expectations for the project/assignment requirement. The Customer reserves the right to terminate the project if the Supplier's resource does not achieve the goals established for a project.

The Supplier's Professional Services resources shall provide to the Customer knowledge transfer (i.e. transmission of knowledge (e.g., organize, create, capture and share) from Supplier to Customer) during and after each project/assignment and provide information and documentation relevant to the project/assignment at no additional cost to the Customer.

#### **2.11.1 Professional Service Resources**

The Supplier shall provide adequate expert Professional Service resources, to ensure the successful achievement of the Customer's Service needs, such as:

- (a) Project Managers;
- (b) Finance SME; and,
- (c) ERP Technical SME.

Depending on the Customer's specific requirements the Supplier shall provide one (1) or more professional Service resources to fulfill the requirements. The Supplier shall work in collaboration with the Customer and/or the Customer's third-party provider to deliver the Services on time and on budget.

#### **2.11.2 Professional Service – Skills and Knowledge**

The Supplier shall ensure the Professional Service resources are highly skilled, have applicable technical knowledge, expertise and qualifications in order to perform the Services including, but not limited to:

- (a) Possessing full project lifecycle experience;
- (b) Requirements gathering;
- (c) Fit/gap analysis;
- (d) Functional design;
- (e) Conversion and data mapping;
- (f) UAT;
- (g) Training and deployment; and,
- (h) Have previously completed a minimum of two (2) full lifecycle implementations for that respective Solution/Module.

#### **2.11.3 Project Manager**

The Supplier shall ensure the Project Manager resource is capable of managing the full project lifecycle with minimum of five (5) years of experience including, but not limited to:

- (a) Having an excellent understanding of a full end-to-end ERP Solution project management lifecycle employing best practice implementation methodologies;
- (b) Ensuring effective execution of activities within the various stages (e.g. planning, initiation, execution, monitoring, delivery) of the ERP Solution; and,
- (c) Ensures that the ERP Solution will be delivered within the established budget and timelines agreed to with the Customer.

#### **2.11.4 Subject Matter Experts (“SMEs”)**

The SMEs may involve multiple resources.

The Supplier shall ensure every resource in this role has a minimum of three (3) years of relevant experience providing expertise and comprehensive knowledge of the Financial Management Solutions and/or Human Capital Management and Payroll Solution functionalities in order to fulfill the Services (e.g., implementation, training and support Services).

#### **2.11.5 ERP Technical SME**

The ERP Technical SME may involve multiple resources.

The Supplier shall ensure every resource in this role has a minimum of three (3) years of relevant experience providing expertise and comprehensive knowledge of the underlying technical architecture of the Supplier’s ERP Solutions/Modules in order to fulfill the Services (e.g., implementation, training and support Services) including, but not limited to:

- (a) Working closely with Customers, Finance functional resources, to understand the requirements and undertake technical design to meet the Customer’s functional design requirements;
- (b) Being proficient in the Supplier’s ERP Solution’s prescribed underlying coding languages in order to develop and test interfaces, both inbound and outbound, between the Supplier’s ERP Solution and Customer’s internally developed and/or third-party external systems and assist in validating that the results are as expected;
- (c) Producing unit test plans, documenting the results, and reporting progress and issues;
- (d) Providing expert database management Service (e.g., patching, tuning) acting as a trusted technical advisor for the technical design and implementation of the ERP Solution; and,
- (e) Having expert experience with privacy and security.

### **2.12 Implementation Services**

The Supplier shall provide Implementation Services in accordance with the mutually agreed upon Implementation Plan covering all project phases (e.g., initiation, planning, execution, closure, Acceptance Testing, training) including, but not limited to:

- (a) Project scope;
- (b) Data migration plan (i.e., importing and exporting);
- (c) Timelines;
- (d) Service Level Agreement (“SLA”) ;
- (e) Acceptance Test Plan;
- (f) Tasks/milestones; and,
- (g) Professional Service requirements.

All Deliverables (including Professional Service resources) delivered and performed by the Supplier under the Implementation Plan shall be included in the cost of fulfilling the Implementation Plan. No additional amount may be charged to the Customer for those Services.

The Supplier shall ensure Acceptance Testing is complete prior to the Go-Live date. The Solution, accepted in accordance with the Acceptance Test, shall be accessible and available for use by Users by no later than the Go-Live date.

In the event the Deliverables are not accepted, accessible, and available by the Customer by the Go-Live date, the Customer shall have the right to terminate the CSA upon providing written notice to the Supplier without cost to, and without liability on the part of, the Customer, provided the Supplier's failure to have the Deliverables accepted, accessible and available for use by the Go-Live date was not caused solely by the Customer.

#### **2.12.1 Implementation Services**

The Supplier, recognizing Customers will be at different stages of ERP readiness, with budget, and resource capacity constraints, shall provide Implementation Services including, but not limited to:

- (a) Discussing and agreeing with the Customer's Implementation Plan well in advance of the Customer's Go-Live date;
- (b) Providing project management Services based on best practice implementation methodologies;
- (c) Advising and providing strategic transformation services (e.g., assisting with defining the future state vision related to people, process and technology);
- (d) Providing expert Professional Services resources by leading Customers through the entire implementation lifecycle for all related Solutions/Modules;
- (e) Leading and supporting the Customer during all phases (e.g., analysis, design, build, testing, conversion, Acceptance Testing, production cutover and post Go-Live) activities;
- (f) Leading business process functional workshops and advising Customers of options, risks, risk mitigation strategies, and impacts on other business processes or systems based on requirements gathering;
- (g) Providing recommendations on Customer's as-is/current state versus future state business process changes;
- (h) Performing fit/gap analysis and impact assessments and provide recommendations where gaps are identified, as required;
- (i) Providing functional and technical testing activities (e.g., creation of test scripts and scenarios (to verify and test the system requirements, provide a sandbox environment for testing purposes, work in conjunction with Customer related to UAT cycles) to confirm the ERP Solution meets the Customer's requirements;
- (j) Providing Users functional and technical training and configuration Services including, but not limited to:
  - i. Setup of various environments;
  - ii. Functional and technical Solution/Module setup;
  - iii. Security access setup (e.g., roles);
  - iv. System design;
  - v. Development;
  - vi. Stabilization; and,
  - vii. System optimization.
- (k) Providing data migration and conversion Services (e.g., documentation of Customer's end-to-end conversion process (e.g., data migration strategy plan) including, but not limited to:

- i. Activities/tasks related to the extraction, cleansing, transformation, loading of conversion data; and,
  - ii. Pre and post validation of Customer's data source and target (e.g., source and target can be both internal or external parties).
- (l) Providing customized coding (e.g., business procedures and functions). Customized coding created for one (1) Customer shall be made available to all other Customers at no additional cost to subsequent Customers;
- (m) Creating future state business process documentation (e.g., compare current to future state changes, and create business process workflow documents and any associated forms as required);
- (n) Conducting PIA and TRA;
- (o) Providing data integration and validation Services (e.g., related to the integration of Customer's legacy systems and integration to target Solution/Module for both inbound and outbound interfaces, with other third-party systems and data warehouse reporting environments);
- (p) Providing change management and communication plans;
- (q) Providing communication Services and a communication plan associated with impact of change management (e.g., creating content for End Users and/or third-party organizations);
- (r) Providing regular (e.g., weekly) status reports on progress, issues (e.g., high risk), changes to base line timelines; and,
- (s) Providing Hypercare Support Services.

## **2.13 Acceptance Testing**

The Supplier shall ensure Acceptance Testing means any and all tests of all, or part of, the Deliverables to be carried out to determine if such Deliverables conform to the Implementation Plan (e.g., requirements, specifications, warranties and standards) as agreed to by the Customer and Supplier in writing. Acceptance Testing may include, but not be limited to:

- (a) Customers' right to test;
- (b) The development of a preliminary Acceptance Test plan (e.g. test cases scenarios, pass/fail criteria); and,
- (c) Customers' confirmation of Acceptance Testing, and identification of deficiencies (e.g. acceptable Deliverables/requirements and unacceptable Deliverables/requirements).

Where the Customers' testing results reveal an inability to Go-Live with the Deliverable the Customer shall not be required to accept the Deliverables or provide payment to the Supplier until a resolution is reached to satisfy the Customer's requirements of the Deliverables.

### **2.13.1 Customer's Acceptance Testing**

In addition to the above, a Customer's Acceptance Testing may include, but not be limited to:

- (a) Definition of Issues and Risk Prioritization (e.g. high, medium, low and appropriate risk mitigation strategies)
- (b) Default Acceptance Testing Process;
- (c) Acceptance Testing Requirement;
- (d) Preliminary Acceptance Test Plan;
- (e) Acceptance Test Plan Review;
- (f) Conduct of Acceptance Testing;

- (g) Certification of Acceptance, and Notices of Deficiencies;
- (h) Conditional Acceptance;
- (i) Corrections; and,
- (j) Unacceptable Resources.

## **2.14 Training Services**

The Supplier shall provide Customer's post Go-Live training Services/demonstrations for Users, in accordance to the Customer's needs and within a timeframe agreed upon between the Customer and Supplier including, but not limited to:

- (a) Conducting/leading training Services on the Solutions/Modules functionalities (e.g., how to use each Solution/Module functionality) for all Users;
- (b) Conducting functional training (e.g., on set-up of the Finance Solutions);
- (c) Conducting technical training on relevant backend functionality including, but not limited to:
  - i. Table structures;
  - ii. Reporting;
  - iii. Integration; and,
  - iv. Extraction.
- (d) Creating and providing User training materials including, but not limited to:
  - i. Manuals;
  - ii. Tools;
  - iii. Frequently Asked Questions ("FAQ"); and,
  - iv. Other related training materials.
- (e) Providing multiple options for training tailored to different experience levels (expert versus non-expert User).
- (f) Providing a variety of training formats including, but not limited to:
  - i. Accessible training;
  - ii. Computer-based training;
  - iii. Instructor-led training;
  - iv. Remote training;
  - v. Onsite training;
  - vi. Online training videos; and,
  - vii. Other training formats.

## **2.15 Support Services**

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

- (a) Help Desk Services;
- (b) Post Go-Live Services;

- (c) Supplier Account Representative Services;
- (d) Transition In and Transition Out Services; and,
- (e) Maintenance Services.

#### 2.15.1 Help Desk Services

The Supplier shall provide Help Desk Support Services as required by the Customer, during times as mutually agreed upon by the Customer (e.g., 8am to 8pm) except where a Customer reported an issue that is identified to be a high severity issue in nature (e.g., severely impacting functionality, business process, security risks). Such high severity issues should be handled in a manner commensurate with the risk and impact to the Customer's ability to perform its activities.

The Supplier shall provide Help Desk Support Services including, but not limited to:

- (a) Complying with agreed upon escalation processes to resolve outstanding issues;
- (b) Establishing an incident reporting system, that provides a tiered structure based on severity levels and escalation for resolution to Customer satisfaction; and,
- (c) Managing issue resolution in a timely manner.

The Supplier shall meet the Help Desk Support Service maximum response and resolution times, as mutually agreed upon between the Customer and Suppliers, based on severity levels, such as:

Severity Level	Severity Level Description	Maximum Response and Resolution Time
1	High Risk means a mission critical issue that has high impact on the Customer's business operations or has the potential to stop operations entirely (e.g., an issue that results in complete loss of functionality).	Within 30 minutes
2	Medium Risk means a severe issue with noticeable impact, that won't prevent the Customer from continuing business operations but needs to be resolved (e.g., severe downgrade in system performance).	Within 1 hour
3	Low Risk means a minor issue with minimal impact, that does not prevent the Customer from continuing with business operations, but needs to be resolved (e.g., when performing a function, system provides message where it would not normally do so).	Within 2 hours

Note, in above table, maximum response time means the time to assign an incident ticket to the Supplier's operational team from the time the Customer has opened the ticket.

#### 2.15.2 Post Go-live

The Supplier shall provide functional and technical Support Services post Go-Live in accordance to the Customer's needs (e.g., configuration changes, integrations, customizations).

#### 2.15.3 Supplier Account Representative

The Supplier shall provide Customers with Account Representative Support Services including, but not limited to:

- (a) Providing a responsive account executive (with applicable back-up) assigned to the Customer to support their needs by providing day-to-day and ongoing administrative support, and operational support (e.g., resolution of Solution performance/availability, functionality issues);

- (b) Addressing any licensing and/or subscription and software related queries;
- (c) Addressing privacy and security related queries;
- (d) Establishing a community of practise and participate to share best practice information, share information on Customer suggested improvements to the ERP Solution;
- (e) Managing issue resolution in a timely manner;
- (f) Responding to Customer's inquiries (e.g., to day-to-day activities) within one (1) Business Day;
- (g) Providing easy access to the Supplier (e.g., telephone number, email, voicemail,);
- (h) Providing no-cost educational events (e.g., webinars), if available;
- (i) Establishing an ongoing communications program with the Customer (e.g., new initiatives, innovation, sustainability);
- (j) Adhering to the Customer's confidentiality and privacy policies (e.g., related to staff's private information);
- (k) Providing written notice to Customers on any scheduled shut down that would impact Supplier Services (e.g., website maintenance);
- (l) Providing Customer reporting; and,
- (m) Attending meetings with Customers, as requested.

#### **2.15.4 Transition in and Transition Out Support Services**

Each Customer owns their own data. As such, upon termination of the ERP Solution Master Agreement and/or CSA, the Supplier shall as required by the Customer and at no additional cost to the Customer return and/or destroy all Customer data and provide the Customers with seamless transition support (e.g., integrating, communicating, data transfers) with minimal service disruption.

The Supplier shall have a documented and tested process to repatriate the data upon conclusion of the ERP Solution Master Agreement and/or CSA and shall at minimum have a schedule in place for testing the process every two (2) to three (3) years or as agreed to with the Customer.

Additionally, when the Master Agreement expires at the end of the Term, a CSA may be extended by the Customer for a period of up to six (6) months in order to permit the Customer to transition to a new agreement for an ERP solution. In such case, all the terms and conditions of the Master Agreement shall apply in respect of the above-noted extension periods. The CSA shall be amended accordingly.

The Supplier shall provide an Exit Plan not less than twelve (12) months prior to the termination and/or expiry of the Master Agreement and/or the CSA. The Exit Plan shall include exit tasks and activities at no additional cost to the Customer to ensure a seamless transition and termination assistance including, but not limited to:

- (a) Securely migrating of Customer data in a mutually agreed upon data format and consisting of the transfer of any existing service history and Customer specific technical data. The Supplier shall permanently delete (i.e., total deletion of physical and logical data from servers) all such data, and any associated references, links and attachments, upon the successful transfer of such data to each Customer and provide a certificate of destruction;
- (b) Transferring of any existing Customer specific policies and procedures documentation including any Customer specific manuals, history of changes, operational procedures and standards;
- (c) Extraction of the legacy data from the time of initial Solution's implementation, validation of the data and integrating the data with the new solution;
- (d) The provision of the ERP Solution, including online tools, until a new provider has implemented a new solution; and,

- (e) Additional termination assistance that may be mutually agreed upon at the time of termination.

### **2.15.5 Maintenance Services**

The Supplier shall ensure that it communicates, in advance to Customers, its intentions to perform scheduled maintenance activities in order to minimize disruptions to the Customers' activities. These maintenance activities include, but is not limited to, the following;

- (a) Application maintenance activities (e.g., for new features, fixes and other improvements);
- (b) Core system maintenance activities (e.g., for infrastructure, network, storage, security patching and other reasons); and,
- (c) Other scheduled activities that that will impact Customers' ability to perform their expected activities.

The Supplier shall ensure that prior to any migration to any Solution and/or core system, that activities are thoroughly tested to ensure no impact to the Customer's business processes and activities.

## **2.16 Service Level Agreement**

The Supplier shall execute a Service Level Agreement ("SLA") as agreed to with the Customer once a CSA has been executed.

The SLA may include, but will not be limited to:

- (a) Documented Support Service delivery monitoring (e.g., service availability, time to restore, scheduled and unscheduled Solution downtime, disaster recovery, Solution integrity);
- (b) Regular Service delivery reporting;
- (c) Documented approach to Service delivery performance and continuous improvement;
- (d) Mutually agreed-upon Service measures to reduce risk of failure and encourage User acceptance, operational compliance and ongoing support, including a Customer defined training plan that minimizes Customer disruption;
- (e) Metrics guaranteeing a minimum response time (e.g., service levels, ticket maintenance and support, severity levels, timing, escalation (e.g., payroll run)) including the identification of monitoring tools to ensure verification;
- (f) Change request management;
- (g) Timely and advance notifications to the Customers for any changes or disruptions to the Solution as mutually agreed upon (e.g., backup, software updates, version releases, release deployment, patch deployment); and,
- (h) Documented consequences (e.g., monetary penalties, service credits) in case of Supplier's failure to meet the agreed upon performance standards.

### **2.16.1 Customer's SLA Requirements**

In addition to the above, a Customer's SLA may include, but not be limited to:

- (a) Service Credits – the Customer may have the right to receive service credits for missed SLA service levels in the amounts agreed upon between the Customer and the Supplier. The amount of any service credit shall be applied to the invoice in the month following the service level miss giving rise to the service credit. In the event there are any service credits not applied prior to the effective date of termination of the CSA, the Supplier shall pay the amount of the unapplied service credits to the Customer;
- (b) Consistent or Frequent Missed Service Levels – the Customer shall have the right to terminate the CSA if, in the Customer's opinion, the Supplier consistently or frequently fails to meet SLA service levels or fails to implement measures required by the Customer to address the Supplier's failure to meet service levels; and,

- (c) Review of Service Levels – the Customer and the Supplier will review the SLA service levels required and make any changes to them as mutually agreed to by the Supplier and the Customer. For certainty, if the Supplier and the Customer cannot agree to a change to a particular service level, the then current service level shall continue to apply.

## **2.17 Continuous Improvement and Future Feature Enhancements**

The Supplier shall work towards continuous improvements, feature enhancements and adding new functionality to the ERP Solution over the Term of the Master Agreement.

The Supplier shall provide and maintain throughout the Term of the Master Agreement a five (5) year detailed roadmap for the Solutions and Services that is regularly updated and communicated with the Customer showing progress to completion.

In the event that new technologies become available, which may enhance the Solution, or which may otherwise be provided as an additional Service under the Master Agreement, the Supplier may provide such Service opportunities to the Customer. The Customer reserves the right to incorporate such changes, if deemed to be in the best interest of the Customer, at no or a reasonable additional cost as mutually agreed between the Customer and Supplier.

The Supplier shall invest in emerging technologies and make a commitment to ongoing modernization and development efficiencies, as identified by Customers through various channels (e.g., User communities/forums). In the event that the Customer identifies a new and/or material improvement functionality that will benefit the Supplier's Solution and other Supplier clients, then the Customer and the Supplier shall mutually determine appropriate actions recognizing the value the Customer has brought.

## **2.18 Incentive to Customers**

The Supplier should offer incentives to Customers to promote additional savings resulting from better operational efficiencies that may include, but not be limited to:

- (a) Early payment discount for Customers (e.g., a Customer purchases three (3) years of subscription to be paid at the beginning of the CSA may receive a specific percentage discount for the three (3) years);
- (b) Discounts for Customers who make a commitment to a multi-year CSA, with payments made annually over the CSA Term;
- (c) Higher volumes;
- (d) Overall growth;
- (e) Purchase of other Solutions/Modules; and,
- (f) Configuration and/or customization of the Solution (e.g. workflow enhancements, integrations) completed by the Supplier for a Customer, which other Customers can leverage at no additional cost.

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

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 Supplier's sales reporting.

## **2.19 Change Requests**

The Supplier and Customer will mutually agree on how new orders, change requests and conditional sign-offs on work performed and/or cancellation Services will be performed. The Supplier shall receive Customer's prior written approval before any such Service occurs.

## **2.20 Invoicing and Payment Process**

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

- (a) Annual Subscription and Support Service Rates, such as:

- Annual Payment – The annual subscription Rate may be paid by Customer annually in advance, subject to year-end reconciliation as described below, commencing on the Customer's Go-Live date. The invoicing process for each annual subscription Rate may be as follows:
  - Year 1 - On or after the Customer's Go-Live date, the Supplier may invoice Customer for the annual subscription Rate based on the anticipated number of Users up to a certain date (e.g., January 1<sup>st</sup> of the following year);
  - After Year 1 – Except as provided for above for Year 1, on January 1<sup>st</sup> of each year of the Term of the CSA, the Supplier may invoice the Customer for the annual subscription Rate based on the anticipated number of Users from January 1<sup>st</sup> of the then current year up to December 31<sup>st</sup> of the following year.
- Year-End Reconciliation – On December 31<sup>st</sup>, or as agreed upon between the Customer and the Supplier, of each year of the Term of the CSA, the Supplier shall reconcile:
  - The subscription Rate based on the actual number of Users; with,
  - The subscription Rate paid by the Customer for the anticipated number of Users.

For certainty, the Supplier shall pro-rate the subscription Rate for a User whose use of the ERP Solution either starts after January 1<sup>st</sup> of the then-current year or ends prior to December 31<sup>st</sup> of the following year.

- a. Exceeding anticipated number of Users - If the subscription Rate based on the actual number of Users exceeds the subscription Rate paid by Customer for the anticipated number of Users, the Supplier may invoice Customer for the difference;
- b. Less than anticipated number of Users – If the subscription Rate based on the actual number of Users is less than the subscription Rate paid by Customer for the anticipated number of Users, the Supplier shall, at Customer's option:
  - Credit Customer for the amount overpaid on future invoices; or,
  - Refund Customer for the amount overpaid.

(b) Hosting Rates;

(c) On-Going Support Service Rates – The annual on-going Support Service Rate will be paid by Customer in twelve (12) equal monthly payments commencing after the Go-Live date. The Supplier may invoice Customer for the monthly payment at the end of each month.

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

#### **2.20.1 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.

#### **2.21 Disaster Recovery and Business Continuity**

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

## **2.22 Licences, Permits, Right to Use and Approvals**

The Supplier shall obtain all licences, permits, right to use and approvals required in connection with the supply of the Services and provide them at Customer and OEM 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 OEM shall be considered an approval by OEM for the Supplier to carry on such activity without the requisite licence, right to use or approval.

## **2.23 Environmental, Social, and Governance**

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

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

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

- (a) Environmental design principles as required by the Customer (e.g., environmental sustainability, data security and privacy, lean construction practices, waste management, decarbonization, indoor air quality, comfort);
- (b) Sustainable social design principles as required by the Customer (e.g., social equity and equality, diversity, inclusive, accessibility, economic, and cultural impacts that achieve overarching Customer goals that helps shape healthy, diverse and inclusive environments); and,
- (c) Governance practices to enhance positive impact to the Customer (e.g., corporate oversight, risk management, staff retention and management, and leadership).

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

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

## **2.24 Financial Administration Act Section 28**

In accordance with the requirements of the *Financial Administration Act* ("FAA"), notwithstanding anything else in the CSA, or in any other agreement between the Customer and the Supplier executed to carry out the Services provided for herein, the remedies, recourse or rights of the Supplier shall be limited to the Customer and to the right, title and interest owned by the Customer in and to all of its real or personal property, whether now existing or hereinafter arising or acquired from time to time. The Supplier unconditionally and irrevocably waives and releases all other claims, remedies, recourse or rights against the Crown in right of Ontario in respect of the CSA, and agrees that it shall have no remedies, recourse or rights in respect of the CSA against the Crown in right of Ontario, any Ontario Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or representative of a Crown agency or a corporation in which the Crown holds a majority of the shares or appoints a majority of the directors or members, other than against the Customer and its assets.

If the Supplier and the Customer agree that a CSA is exempt from the application of subsection 28(1) of the *Financial Administration Act* pursuant to Ontario Regulation 376/18: Section 28 Exemptions – Colleges, the Customer represents and warrants that the CSA (i) complies with all applicable policies of the Customer; (ii) complies with all applicable laws and Ontario government directives applicable to it; and, (iii) relates to activities of the Customer that are permitted under its objects and that are undertaken within Canada. The Supplier represents and warrants that the CSA complies with all Applicable Laws and Ontario government directives applicable to it.

## **2.25 Rates**

The proposed Rates shall be firm Rates for the first two (2) year of the Master Agreement and shall be:

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

The Customer and Supplier will mutually agree on Rates and the process and timing for refreshing those Rates based on the Customer's Service needs. However, the Rates, for Ontario Customers, shall not exceed the Master Agreement Rates.

While this RFP and resulting Master Agreement are primarily intended for use by OEMC Customers located in Ontario, OEMC 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 negotiated and agreed upon between the Supplier and the Customer when executing a CSA or placing an order after a CSA has been executed. These negotiated terms shall not conflict with the provisions of the Master Agreement, which shall remain in full force and effect for all Customers, regardless of location.

#### **2.25.1 Travel Expenses**

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

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

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

#### **2.25.2 OEMC Cost Recovery Fee**

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

The Supplier shall pay to OEMC a maximum CRF of two-point-nine five percent (2.95%) on all Services invoiced by the Supplier to the Customers throughout the Term.

CRF will be calculated as follows:

<b>EXAMPLE OF HOW CRF WILL BE CALCULATED WITH A CRF = 2.95%</b>				
<b>Sales per Quarter</b>	<b>Calculation</b>	<b>CRF</b>	<b>HST</b>	<b>Total CRF Payment to OECM</b>
If Supplier has \$100,000 total sales in first quarter	\$100,000 x 2.95% CRF	\$2,950	\$383.50	\$3,333.50
If Supplier has \$200,000 total sales in second quarter	\$200,000 x 2.95% CRF	\$5,900	\$767	\$6,667
If Supplier has \$50,000 total sales in third quarter	\$50,000 x 2.95% CRF	\$1,475	\$191.75	\$1,666.75
If Supplier has \$50,000 total sales in fourth quarter	\$50,000 x 2.95% CRF	\$1,475	\$191.75	\$1,666.75
<b>Total CRF Payment to OECM for <u>first year of the Master Agreement</u>:</b>				<b>\$13,334</b>

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

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

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

The Supplier shall be responsible for paying interest, as specified in Article 4.08 of the Master Agreement, for late CRF payments.

Upon termination or expiry of the Master Agreement, the Supplier will submit all outstanding CRF payments within thirty (30) days of the Master Agreement termination or expiry date.

## **2.26 Supplier Support to Customers**

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

- (a) Providing a responsive account executive (with applicable back-up) assigned to the Customer to support their needs by providing day-to-day and ongoing administrative support, and operational support;
- (b) Managing issue resolution in a timely manner;
- (c) Complying with agreed upon escalation processes to resolve outstanding issues;
- (a) Responding to Customer's inquiries (e.g., to day-to-day activities) within one (1) Business Day;
- (b) Ensuring minimal disruption to the Customer;
- (c) Providing easy access to the Supplier (e.g., online, toll free telephone number, email, voicemail, chat or fax);

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

#### **2.26.1 Transition Support**

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

#### **2.27 ERP Governance Structure and Framework**

As requested and required, the Supplier shall actively participate in a Governance Structure and Framework in collaboration with Customer stakeholders (ERP Executive Committees and Similar) . As part of this Governance Structure and Framework, the Supplier will actively participate as a member of various ERP oversight, implementation, and operational committees where Supplier representation is, or may be required.

The Supplier may also be required to participate in supporting projects related to the development of a Change Management Framework and Implementation Framework.

#### **2.28 Supplier Management Support to OECM**

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

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

- (j) Complying with Master Agreement close out processes (e.g., ensuring all Master Agreement obligations have been fulfilled, such as submission of final reporting and CRF payments to OECM).

#### **2.28.1 Master Agreement Award and Launch**

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

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

#### **2.28.2 Promoting OECM Master Agreements**

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

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

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

OECM 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.

#### **2.28.3 Supplier Performance Management Scorecard**

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

#### **2.28.4 Rate Refresh**

OECM's goal is to keep Rates as low as possible for Customers. However, the Supplier may request a Rate refresh on the second anniversary date of the Master Agreement (e.g. in November 2027) and every anniversary thereafter.

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

As part of any review OECM will consider 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 Rate refresh request from a Supplier must be accompanied by supporting documentation (e.g., detailed calculations and individual Customer impact analysis, letter from OEM) to support any Rate adjustment. OECM may use a third-party index (e.g., Consumer Price Index) in its Rates review. OECM 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 Rate refresh.

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

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

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

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

#### **2.28.5 Process to Add Other Services**

During the Term, the Supplier may request adding other ERP SaaS Solutions/Modules, Services and/or functional requirement to the Master Agreement to align with Customer needs, for the Solution that they are awarded, for each category. OECM will review and assess the request and may accept or reject based on Services in the current Master Agreement and Customer needs.

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

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

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

Rates, for newly added requirements, will be negotiated at the time ensuring Rates alignment with similar requirements currently available on the Master Agreement.

The Supplier must remit a Cost Recovery Fee for any ERP SaaS Solutions/Modules, Service, and/or functional requirements that may be added to the Master Agreement during the Term.

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

#### **2.28.6 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, total cost of ownership, cost avoidance and/or other savings).

#### **2.28.7 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.

#### **2.28.8 Reporting to OECM**

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

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

[End of Part 2]

## PART 3 – EVALUATION OF PROPOSALS

### 3.1 Stages of Proposal Evaluation

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

Stage	Description	Refer to RFP Section	Scoring Methodology and Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	3.2	Pass/Fail	Pass
Stage II	Technical Response	3.3	4,500	65%
Stage III	Commercial Response	3.4	5,500	Not Applicable
Stage IV	Cumulative Score	3.5	10,000	Not Applicable
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
Attestation – Meets Minimum Privacy and Security Requirements	Qualification
Compliance with Form of Master Agreement	Qualification
Appendix B – Commercial Response (in Microsoft Excel format only)	Commercial
Appendix G – OEM Undertaking/OEM Authorized Reseller Letter	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.

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 for the Category being proposed. Only information contained within the Technical Response will be evaluated in Stage II.

Only Proposals per Category that meet or exceed the minimum thresholds will receive a **pass** in this stage and proceed to Stage III of the evaluation process. While the overall threshold for the Technical Response is sixty-five percent (65%), some subsections within the Technical Response may also contain minimum thresholds of sixty-five (65%) percent.

Point allocations for the Technical Response sections, for each Category, are as follows:

Technical Response Sections for each Category	Available Points	Minimum Threshold (if any)
1. Proponent's Knowledge and Experience	1,000	65%
2. Financial Management Solutions (Category A Only)	1,500	65%
3. Human Capital Management and Payroll Solutions (Category B Only)	1,500	65%
4. Privacy and Security	300	65%
5. Environmental, Social and Governance	1,200	N/A
6. Appendix C – ERP Solution Functional Requirements	500	65%
<b>TOTAL POINTS:</b>	<b>4,500</b>	

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

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

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

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

### 3.4 Stage III – Commercial Response per Category

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

Upon the completion of Stage III of the evaluation, the Commercial Response will be opened for all Eligible Proposals.

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

Commercial Response Sections for each Category	Available Points
1. Annual Subscription Rate per Module/Functionality including: <ul style="list-style-type: none"> <li>User License</li> <li>Hosting</li> <li>Support Services</li> <li>Maintenance Services</li> </ul>	End User – 3,300 Inquiry User – 1,100
2. Employee Self-Service User Rate	110
3. Professional Service Per Diem Rate	990
<b>TOTAL POINTS:</b>	<b>5,500</b>

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

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

<b>EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR ANNUAL END USER RATE</b>		
<b>Proposed Rates</b>	<b>Calculation</b>	<b>Resulting Points</b>
If Proponent 1 proposes the lowest Rate of \$100.00, it would receive 100% of the points allocated.	$\$100 \div \$100 \times 365 \text{ Points}$	365
If Proponent 2 proposes the second lowest Rate of \$200.00, it would receive 50% of the points allocated.	$\$100 \div \$200 \times 365 \text{ Points}$	182.5
If Proponent 3 proposes the third lowest Rate of \$400.00 for, it would receive 25% of the points allocated.	$\$100 \div \$400 \times 365 \text{ Points}$	91.25

Where \$0.00 is entered in any Rate cell, it is deemed to mean that the particular Service **will be provided to Customers at no additional cost**. Therefore, when evaluating and scoring the Rates, a Proposal specifying \$0.00 in a Rate cell in the Commercial Response shall receive the maximum point allocation for that particular Service. The remaining Proposals will be evaluated using a relative formula based on the remaining percentage of available points regardless of the Proposals of \$0.00 Rate as per below example.

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

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

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

### 3.5 Stage V – Cumulative Score

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

Subject to the express and implied rights of OECM; the Proponents, per Category, with the highest scoring Eligible Proposals or all Proponents per Category may become the Preferred Proponents, and be invited to negotiations, as further described below.

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

### 3.6 Stage VI – Tie Break Process

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

### **3.7 Stage VII – Negotiations**

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

The negotiations may include:

- (a) RFP Deliverables;
- (b) Master Agreement management (e.g., performance, KPIs, penalties, reporting);
- (c) Master Agreement terms and conditions;
- (d) OEM Undertaking;
- (e) Additional references, if required;
- (f) Rates; and,
- (g) 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;
- iii. Extend the negotiation timeline; or,
- iv. Publish one (1) or some of the Suppliers, who have executed Master Agreements, within our promotional marketing launch.

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

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

### **3.8 Stage VIII – Master Agreement Finalization**

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

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

[End of Part 3]

## PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

### 4.1 General Information and Instructions

#### Procurement Process Non-Binding

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

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

#### Non-Binding Rates

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

#### 4.1.1 RFP Timetable

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

RFP Timetable	
Event	Time/Date
OECM's Issue Date of RFP:	June 4, 2025
Proponent's Information and OTP Demonstration Session:	2:00 pm on June 9, 2025
Proponent's Deadline to Submit Questions:	5:00 pm on June 11, 2025
OECM's Deadline for Issuing Answers:	June 19, 2025
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on June 23, 2025
OECM's Deadline for Issuing Final Documents:	June 30, 2025
Closing Date:	2:00:00 pm on July 8 <del>22</del> , 2025
Anticipated Master Agreement Start Date:	November 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 and/or interview in relation to the RFP process;
- (c) The conduct of any due diligence on its part, including any information gathering activity;
- (d) The preparation of the Proponent's own questions; and,
- (e) Any discussion and/or finalization, if any, in respect of the Form of Master Agreement.

### **4.2 Communication after RFP Issuance**

#### **4.2.1 Communication with OECM**

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

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

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

#### **4.2.2 Proponent to Review RFP**

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

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

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

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

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

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

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

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

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

#### **~~4.2.3 Proponent's Intent to Submit Proposal~~**

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

#### **4.2.4 Proponent to Notify**

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

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

The Proponent shall not:

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

#### 4.2.5 All New Information to Proponents by way of Addenda

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

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

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

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

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

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

### 4.3 Proposal Submission Requirements

#### 4.3.1 General

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

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

- (a) Email at [etenderhelp\\_CA@jaggaer.com](mailto: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](https://ontariotenders.app.jaggaer.com/esop/nac-host/public/attach/eTendering_responding_to_tender_guide.pdf).

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

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

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

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

#### 4.3.2 Proposal in English

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

#### 4.3.3 Proposal Submission Requirements

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

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

Description	OTP Envelope	Complete within OTP	Complete and Upload to OTP
Qualification Response	Qualification	√	
Technical Response	Technical	√	
Appendix B – Commercial Response (in Microsoft Excel format only)	Commercial		√
Appendix C – ERP Solution Functional Requirements (in Microsoft Excel format only)	Technical		√
Appendix G – <del>OEM Undertaking</del> /OEM Authorization <del>Authorized Reseller Letter</del>	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 Services have been identified in its Proposal or will be provided to OECM or its Customers at no additional cost. Any requirement that may be identified by the Proponent after the Closing Date or subsequent to signing the Master Agreement shall be provided at the Proponent's expense.

#### **4.3.9 Proposals Retained by OECM**

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

#### **4.3.10 Acceptance of RFP**

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

#### **4.3.11 Amendments to RFP**

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

#### **4.3.12 Proposals will not be Opened Publicly**

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

#### **4.3.13 Clarification of Proposals**

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

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

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

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

#### **4.3.14 Verification of Information**

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

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

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

#### **4.3.15 Proposal Acceptance**

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

#### **4.3.16 RFP Incorporated into Proposal**

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

#### **4.3.17 Exclusivity of Contract**

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

#### **4.3.18 Substantial Compliance**

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

#### **4.3.19 No Publicity or Promotion**

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

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

### **4.4 Negotiations, Timelines, Notification and Debriefing**

#### **4.4.1 Negotiations with Preferred Proponent**

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

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

If the Preferred Proponent and OECM cannot execute the Master Agreement within the allotted twenty (20) days, OECM will, as described in Section 3.7 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 Services unless specifically requested. OECM shall maintain the information for a period of seven (7) years from the time of collection. Should OECM request such information, OECM will treat this information in accordance with the provisions of this Section;
- (b) Use – Any personal information as defined in the *Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5* that is requested from a Proponent by OECM shall only be used to select the qualified individuals to undertake the Services and to confirm that the work performed is consistent with these qualifications; and,
- (c) Consent – It is the responsibility of the Proponent to obtain the consent of such individuals prior to providing the information to OECM. OECM will consider that the appropriate consents have been obtained for the disclosure to and use by OECM of the requested information for the purposes described.

#### **4.5.5 Non-Disclosure Agreement**

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

#### **4.5.6 Freedom of Information and Protection of Privacy Act**

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

By submitting a Proposal, including any Personal Information requested in this 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 Services acquired of a similar nature and previously done work,
  - iii. the Proposal prices exceed the costs OECM or its Customers would incur by doing the work, or most of the work, with its own resources,
  - iv. the Proposal prices exceed the funds available for the Services, or,
  - v. the funding for the acquisition of the proposed Services has been revoked, modified, or has not been approved,and where OECM cancels this RFP, OECM may do so without providing reasons, and OECM may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing;
- (s) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal;
- (t) Accept any Proposal in whole or in part;
- (u) If OECM receives a Proposal from a Proponent with Rates that are abnormally lower than the Rates in other Proposals, OECM may verify with the Proponent that the Proponent satisfies the conditions for participation and is capable of fulfilling the Master Agreement; or,
- (v) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM and/or its Customers or is otherwise engaged in a dispute with OECM and/or its Customers;

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

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

#### **4.6.2 Rights of OECM – Proponent**

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

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

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

#### **4.6.3 No Liability**

The Proponent agrees that:

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

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

#### **4.6.4 Assignment**

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

#### **4.6.5 Entire RFP**

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

#### **4.6.6 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 – ERP SOLUTION FUNCTIONAL REQUIREMENTS**

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

## APPENDIX D – 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
<b><u>Integrated Reporting Template</u></b>  1. <b>Sales Report</b> including, but not limited to: (a) Customer's name; (b) Invoice number and date; (c) ERP Solution/Module and/or Service description; (d) Rate; (e) Savings (i.e. list Rate minus discount, incentives); and, (f) Cost Recovery Fees.  2. <b>CSA Status Report</b> including, but not limited to: (a) The number of executed CSAs; and, (b) CSAs pending execution.  3. <b>Second Stage Status Report</b> including, but not limited to: (a) Customer's name; (b) Reference number; (c) Number of requests received and submitted; (d) ERP Solution, Module and/or Service description; (e) Resulting savings; and, (f) Status (e.g., complete, due date to return to Customer).	Monthly	8th Business Day following each Calendar Month
Performance Reporting	Frequency	Due Date
(a) Key Performance Indicators (“KPIs”) Report - As set out in Appendix D – Supplier Performance Management Scorecard.  (b) Performance results specific to Customer's KPIs.	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 E – 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 D – Supplier's Reporting Requirements is mandatory for the Supplier to submit as they provide evidence and justification of adherence to the Master Agreement. Through consolidation of reporting information, OEM provides Customers a thorough understanding of the Supplier's performance aiding the adoption of the Master Agreement.

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

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

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

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

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

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

Supplier Provided Customer Performance Measures		
Key Performance Indicator	Performance Measurement	Performance Goal
System Availability	Percentage of time the system is available during the year	98% of the time
	Unplanned outages	Less than 2 outages in a one-month period
System Maintenance	Unplanned maintenance overruns	Less than 2 unplanned maintenance overruns per year
Quality of Service	Service degradation	Less than 2% and/or less than 5 incidents per year
Customer Support	Response Time to Customer Inquiries	Within one (1) business day

OECM Evaluation of Supplier's Performances		
Key Performance Indicator	Performance Measurement	Performance Goal
On time Integrated Reporting Template Submissions	8th Business Day following each Calendar Month	98% of the time
On time KPI Report Submissions	8 <sup>th</sup> Business Day following each Calendar Quarter	98% of the time
On time Cost Recovery Fee Payment Remittance	Quarterly, via EFT, by May 15, August 15, November 15 and February 15 throughout the Term	98% of the time
Response Time to OECM Inquiries	Within One (1) Business Day	98% of the time
On time submission of executed CSAs	Within 30 days of execution	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 F – OEMC'S SUPPLIER CODE OF CONDUCT

The Supplier will take every measure to comply with OEMC's Supplier Code of Conduct ("SCC") principles set out below and to adopt behaviours and practices that are in alignment with these principles or those of OEMC's Customers as mutually agreed upon between the Customer and Supplier. OEMC's core values of collaboration, responsiveness, integrity, innovation and respect are in alignment with and entrenched within the key principles of the SCC. The SCC applies to the Supplier's owners, employees, agents, partners and subcontractors who provide Services to OEMC and/or Customers.

The Supplier will manage their operations according to the most stringent standards of ethical business, integrity and equity. The Supplier must therefore:

- (a) Refrain from engaging in any form of non-competitive or corrupt practice, including collusion, unethical bidding practices, extortion, bribery and fraud;
- (b) Ensure that responsible business practices are used, including ensuring that business continuity and disaster recovery plans are developed, maintained and tested in accordance with applicable regulatory, contractual and service level requirements, and that healthy and safe workplaces that comply with relevant health and safety laws are provided;
- (c) Ensure the protection of the confidential and personal information they receive from OEMC, and only use this information as part of their business relations with OEMC;
- (d) Comply with intellectual property rights relating to the Services provided to OEMC and its Customers;
- (e) Never place an OEMC employee in a situation that could compromise his/her ethical behaviour or integrity or create a conflict of interest;
- (f) Divulge all actual and potential conflicts of interest to OEMC; and,
- (g) Disclose to OEMC any behaviour deemed unethical on the part of an OEMC employee.

Also, the Supplier shall:

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

service providers are paid properly and promptly to avoid any disruption in the provision of Services by the Supplier to OECM or its Customers;

- (f) Maintain workplace professionalism and respect for the dignity of all employees, Customers, and individuals. The Supplier must never exercise, tolerate or condone harassment, discrimination, violence, retaliation and any other inappropriate behaviour;
- (g) Abide by applicable employment standards, labour, non-discrimination and human rights legislation. Where laws do not prohibit discrimination, or where they allow for differential treatment, the expectation of the Supplier is to be committed to non-discrimination principles and not to operate in an unfair manner. The Supplier must be able to demonstrate that their workplaces operate under the following principles:
  - i. Child labour is not accepted;
  - ii. Discrimination and harassment are prohibited, including discrimination or harassment based on any characteristic protected by law;
  - iii. Employees are free to raise concerns and speak up without fear of reprisal;
  - iv. Appropriate and reasonable background screenings, including investigations for prior criminal activity, have been completed to ensure integrity and character of the Supplier's employees; and,
  - v. Clear and uniformly applied employment standards are used that meet or exceed legal and regulatory requirements;
- (h) Provide healthy and safe workplaces for their employees. These workplaces must comply with applicable health and safety laws, statutes and regulations to ensure a safe and healthy work environment. Employers must also ensure that their employees are properly trained and that they have easy access to information and instructions pertaining to health and safety practices; and,
- (i) Give high priority to environmental issues and implement initiatives to foster sound environmental management through practices that prevent pollution and preserve resources. The Supplier must conduct business in an environmentally responsible and sustainable manner. The Supplier must comply with all applicable environmental laws, statutes and regulations, including, but not limited to, waste disposal (proper handling of toxic and hazardous waste), air emissions and pollution, to ensure that they meet all legal requirements and strive to prevent or mitigate adverse effects on the environment with a long-term objective of continual improvement.

The Supplier is expected to:

- (a) Abide by OECM's SCC;
- (b) Report violations of the SCC or identify any Customer requests that might constitute violations; and,
- (c) Cooperate and collaborate with OECM and bring about the resolution of SCC compliance issues.

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

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

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

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

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

## APPENDIX G – OEM **AUTHORIZATION** UNDERTAKING/~~OEM AUTHORIZED RESELLER LETTER~~

This Appendix must be completed, signed, dated and uploaded into OTP with a Proponent's Proposal if the Proponent is **not** the OEM of the proposed ERP Solution. Therefore, if the Proponent is the OEM of the proposed ERP Solution, the Proponent is **not** required to complete and submit this authorization, but all other Proponents are.

**To:** OEMC and the Proponent

**Proponent's Name:** \_\_\_\_\_

**OEM's Name:** \_\_\_\_\_

**Re:** Proponent's Proposal in response to OEMC's RFP #2025-4895

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The OEM ERP Solution proposed by the above-noted Proponent is:

- [Proponent to insert ERP Solution information]

The OEM agrees and confirms that:

- (a) The named Proponent is an Authorized Reseller of the proposed OEM ERP Solution;
- (b) The Proponent will be eligible and authorized to fulfill the requirements to supply ERP Solution from the OEM; and,
- (c) The Proponent is confirmed to have maintained an accreditation status in good standing for at minimum, the past three (3) years.

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

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

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ERP OEM Solution Name

---

OEM's Representative's Name

*I have authority to bind the OEM*

---

OEM's Representative's Title

---

OEM's Representative's Telephone Number

---

OEM's Representative's Email Number

---

Date