



Savings | Choice | Service

ONSITE PRINT AND RELATED DIGITAL SERVICES

REQUEST FOR PROPOSALS #2025-487

Request for Proposals Timetable	
Event	Time/Date
OECM's Issue Date of Request for Proposals:	August 22, 2025
Proponent's Information and Ontario Tenders Portal Demonstration Session:	2:00 pm on August 28, 2025
Proponent's Deadline to Submit Questions:	5:00 pm on September 5, 2025
OECM's Deadline for Issuing Answers:	September 12, 2025
Proponent's Deadline to Submit Questions Related to Addenda and Question & Answer Documents:	5:00 pm on September 25, 2025
OECM's Deadline for Issuing Final Documents:	October 2, 2025
Proponent's Intent to Submit a Proposal:	October 2, 2025
Closing Date:	2:00:00 pm on October 22, 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 Onsite Print and Related Digital Services (“Services”) as described in Part 2 – The Deliverables for OECM Customer to use on an as-and-when required basis.

OECM intends to award one (1) Master Agreement with a Term of the Master Agreement (“Term”) of eight (8) years, with no extension option.

The Proponent must **not** be a United States of America Business (“U.S. Business”) as defined in Section 1A.2, 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.

This RFP is issued by OECM.

1.1 **Objective of this RFP**

The objective of this RFP is to:

- (a) Provide innovative Services that will assist Customers;
- (b) Reduce the costs of associated competitive procurement processes on an ongoing basis (i.e., fewer competitive procurement documents issued by Customers);
- (c) Provide quality Services in a timely manner, demonstrating value for money;
- (d) Promote the circular economy;
- (e) Align with our Customer’s Environmental, Social, and Governance (“ESG”) requirements to minimize environmental impact and demonstrate a firm commitment to environmental stewardship;
- (f) Provide Customers with professional and responsive Customer support and account management; and,
- (g) Provide Customers access to quality print material at the right price, available at the right place at the right time.

1.2 **Supplier Expertise and Capabilities**

The Supplier will deliver the Services to meet the requirements set out in this RFP during the Term of the Agreement and shall possess, at a minimum, the experiences and capabilities set out below:

- (a) Demonstrated experience providing the proposed Services to organizations of similar size and scope;
- (b) Extensive knowledge related to the Services being proposed;
- (c) Demonstrated experience working collaboratively with its Customers;
- (d) Leadership in the use and integration of new emerging trends and technologies;
- (e) Demonstrated ability to offer online functionality through various technology devices (e.g., desktop/mobile computer devices, smart phones) for Customer’s staff, students and faculty to access Services;
- (f) Proven ability to provide experienced, knowledgeable administrative support and onsite personnel;
- (g) Demonstrated experience providing professional and timely customer support in safe manner/environment;
- (h) Compliant with all Payment Card Industry (PCI) Security Standards as established by the PCI Standards Council - <https://www.pcisecuritystandards.org/>, as required;

- (i) Demonstrated ability to provide advice and/or training to Customer's staff, students or faculty as required;
- (j) Committed to continuous improvement;
- (k) Demonstrated compliance with Occupational Health and Safety Act and Regulations, including a demonstrated health and safety program and safe practices; and,
- (l) Adhering to applicable standards and regulations, focusing on minimizing environmental impact, including energy-efficient equipment, sustainable materials, and waste reduction.

Additionally, the Supplier should possess third-party environmental certifications (e.g., ISO 14001, FSC, EcoLogo).

1.3 Project Background

OECM currently has an agreement in place with one (1) Supplier for Onsite Print and Logistics Services that will expire on June 30, 2026. There are presently ten (10) unique Customers using the existing OECM agreement:

- (a) Two (2) School Boards;
- (b) Six (6) Colleges;
- (c) One (1) University; and,
- (d) One (1) Municipality.

1.3.1 Historical Spend

Purchases through the existing agreement from June 2016 to January 2025 were approximately twenty-two million dollars (\$22,000,000).

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

1.3.2 Customer Engagement

The following Customer was engaged with the development of the Deliverables set out in this RFP:

- (a) Humber Polytechnic.

The above Customer is not, in any way, committed to participating in the Master Agreement resulting from this RFP.

1.4 Award Strategy

OECM may, through this RFP process, enter into a Master Agreement with one (1) Supplier who is not a U.S. Business for the provision of the Services. This approach will deliver savings, enhance choice, and create value for Customers. Refer to Section 1A.2 for the definition of U.S. Business.

The Term is intended to be fixed for eight (8) years with no extension option.

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

While this RFP and resulting Master Agreement are primarily intended for use by OECM Customers located in Ontario, OECM encourages the Supplier to extend the Services to eligible Customers across Canada. Any such CSA must be aligned with the same terms and conditions, except for Rates, delivery and related logistical arrangements, set out in the Master Agreement. Rates, delivery and related logistical arrangements for Customers located outside of Ontario shall be mutually negotiated and agreed upon between the Customer

and the Supplier when executing a CSA or placing an order after a CSA has been executed. All provisions of the Mater Agreement, however, shall remain in full force and effect for Ontario Customers

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

1.4.1 No Contract until Execution of Written Master Agreement

This RFP process is intended to identify Proponents for the purpose of negotiation of a potential Master Agreement. 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.

1.4.2 Customer's Usage of Master Agreements

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

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

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

- (a) Select a Supplier, obtain Rates and sign a CSA; or,
- (b) Seek Rates and other relevant Service information specific to a Customer's organization (e.g., by issuing a non-binding request via a Second Stage tool (e.g., Request for Services ("RFS"), or Customer's process (e.g., directly or via an online e.tendering platform) from the Supplier for their specific Service requirements (e.g., specific Services, Rates, reporting, payment terms, invoicing)). If selected by the Customer, the Supplier shall provide the Services in accordance with the Master Agreement and 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., specific Services, Rates, reporting, payment terms, invoicing) with the Supplier and mutually agree to additional terms and conditions ensuring the additional terms and conditions are not in any way inconsistent with the Master Agreement.

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

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

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

The volume information contained in this 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.

1.5 About OECM

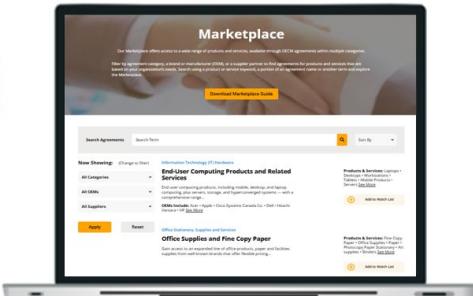
OECM is a trusted not-for-profit partner for Ontario's educational entities (e.g., school boards or authorities, Provincial and Demonstration Schools Branch with the Ontario Ministry of Education, colleges, and universities, and may also include Private Schools and Private Career Colleges), health and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

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

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

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

A Marketplace of Choice



OECM procurements are compliant with the Ontario Broader Public Sector Procurement Directive and applicable Trade Agreements.

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

90
Agreements

1519
Customers

532
Suppliers

* As of May 2025

1.5.1 Use of OECM Master Agreements

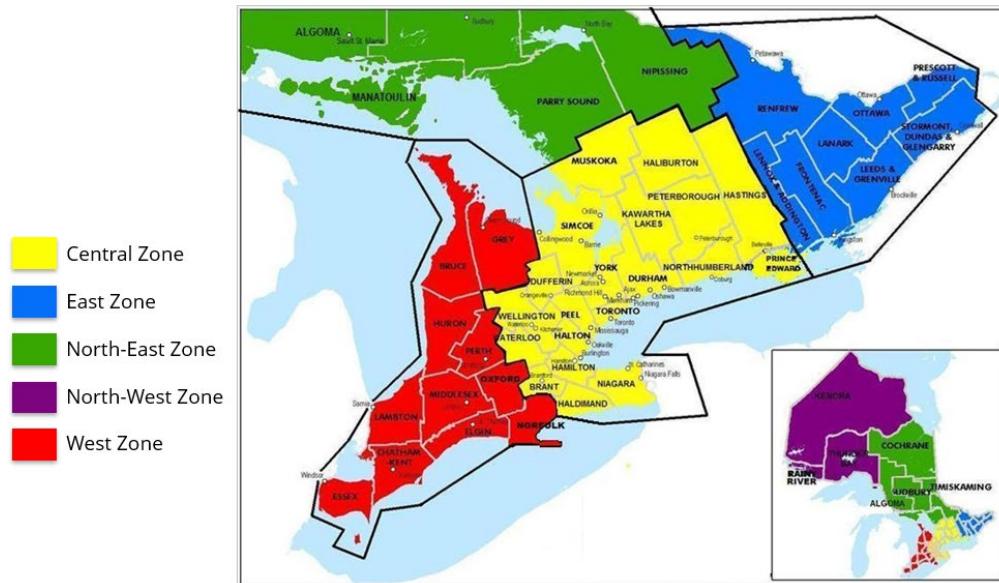
As of May 2025, one thousand five hundred and nineteen (1,519) Customers were using one (1) or more OECM agreements with a cumulative spend of more than five (5) billion dollars over the last nineteen (19) years.



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

1.5.2 Customer Geographical Locations

OECM Customers are located in five (5) geographical Zones throughout the Province of Ontario.



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

1.5.3 The Ontario Broader Public Sector Procurement Directive

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

The Procurement Directive is available here

[Broader Public Sector Procurement Directive \(ontario.ca\)](http://www.ontario.ca)

1.5.4 Trade Agreements

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

[End of Part 1]

PART 1A – RULES OF INTERPRETATION AND DEFINITIONS

1A.1 Rules of Interpretation

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

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

1A.2 Definitions

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

“Applicable Law” means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time;

“Broader Public Sector” or “BPS” means:

- (a) every hospital (i.e., public hospital, private hospital that received public funds in the previous fiscal year of the Government of Ontario, a community health facility within the meaning of the Oversight of Health Facilities and Devices Act that was formerly licensed under the Private Hospitals Act and that received public funds in the previous fiscal year of the Government of Ontario, and the University of Ottawa Heart Institute);
- (b) every school board;
- (c) every university in Ontario;
- (d) every college of applied arts and technology and post-secondary institution;
- (e) every agency designated as a children’s aid society under subsection 34 (1) of Part III of the *Child, Youth and Family Services Act, 2017*;
- (f) every corporation controlled by one (1) or more designated Broader Public Sector organizations that exists solely or primarily for the purpose of purchasing goods or services for the designated Broader Public Sector organizations;

(g) every publicly funded organization that received public funds of 10 million dollars or more in the previous fiscal year of the Government of Ontario; and,

(h) every organization that is prescribed for the purposes of this definition;

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

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

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

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

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

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

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

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

“OECM” means the Ontario Education Collaborative Marketplace;

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

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

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

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

“PFO” means a provincially funded organization;

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

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

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

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

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

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

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

“Request for Proposals” or **“RFP”** means this Request for Proposals #2025-487 issued by OECM, including all appendices and addenda thereto;

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

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

“Subcontractor” includes the Supplier’s subcontractors or third-party providers or their respective directors, officers, agents, employees or independent contractors, who shall fall within the meaning of Supplier for the purposes of the Master Agreement as mutually agreed upon by the Customer;

“Supplier” means a Preferred Proponent who has fully executed a Master Agreement with OECM and has assumed full liability and responsibility for the provision of Deliverables pursuant to the Master Agreement either as a single Supplier or a lead Supplier engaging other Suppliers or Subcontractors;

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

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

“Term” has the meaning set out in Section 1.4 of this RFP;

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

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

“Zone” means the OECM geographical boundaries within the Province of Ontario as identified in Appendix F – OECM Customer’s Geographic Locations.

[End of Part 1A]

PART 2 – THE DELIVERABLES

This Part of the RFP describes the Onsite Print and Related Digital Service Deliverables 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). The Proponent will be required to indicate their agreement accordingly in the Form of Offer in the Qualification Envelope on OTP.

The Supplier shall provide all RFP Deliverables.

2.1 Description of Deliverables

The Supplier shall provide a broad range of quality Services to meet the requirements of Customers including, but not limited to:

- (a) Print Services;
- (b) Digital Services;
- (c) Additional Services, such as:
 - i. Inventory Storage/Management Logistics Services;
 - ii. Mailroom Logistics Services; and,
 - iii. Shipping/Receiving Logistics Services.

2.2 Print Services

The Supplier shall provide efficient onsite and offsite print Services including, but not limited to:

- (a) Professional, knowledgeable onsite personnel with excellent communication skills;
- (b) A dedicated account manager experienced in high end print industry;
- (c) Copyright management and licensing;
- (d) Creation of a document library, if required by Customer;
- (e) Document protection, security and confidentiality;
- (f) Efficient administration and workflow (prioritize, proof, approvals, version control) processes;
- (g) Incorporating sustainability and recycling considerations within the print environment;
- (h) Providing flexible and innovative solutions for student payment;
- (i) Providing an online ordering, tracking and reporting solution;
- (j) Excellent customer support to Customer's staff, students and faculty (including complaint management, regular surveys);
- (k) Print advice and recommendations;
- (l) Print procurement Services, as requested; and,
- (m) Graphic design Services;
 - i. Direct and digital marketing campaign support;
 - ii. 3D printing; and,
 - iii. Electronic publishing (e.g., web design).

2.2.1 Equipment, Furnishings and Supplies

The Supplier is responsible for adequately supplying, at no additional cost to the Customer, all equipment, equipment maintenance, equipment ventilation, furnishings, computers, software licenses and upgrades, telephone equipment/lines, and supplies (such as various types/sizes of paper, ink/toner, consumables, maintenance kits, supply/replacement kits) required to fulfill the Deliverables. Paper shall be sustainable paper choices including Forest Stewardship Council® ("FSC") certified and Sustainable Forestry Initiative ("SFI"), fifty percent (50%) and one-hundred percent (100%) recycled paper.

Some Customers may have equipment available for the Supplier's use (e.g., laminating/binding equipment, hole punch). In such cases, applicable Service Rates will be mutually agreed upon by the Customer and Supplier when executing a CSA.

The Supplier will ensure the Customer is aware and agrees to the type of equipment, furnishings and supplies it plans to bring onsite.

2.2.2 Types of Printed Material

The Supplier shall meet the Customer's (e.g., staff, students or faculty) needs as it relates to various types/sizes of printed material including, but not limited to:

- (a) Banners;
- (b) Booklets;
- (c) Brochures;
- (d) Business cards;
- (e) Convocation programs;
- (f) Educational material (e.g., for students and faculty);
- (g) Envelopes;
- (h) Flyers;
- (i) Forms;
- (j) Labels;
- (k) Large format printing (e.g., architectural drawings);
- (l) Letterhead;
- (m) Posters;
- (n) Presentation folders;
- (o) Promotional/marketing/recruitment material;
- (p) Student course packs (build custom as per academic/bookstore standards including ISBN or SKU numbers and barcodes); and,
- (q) Wide format laminating.

Note – Customers are not responsible for paying the Supplier for overruns of printed material.

2.2.3 Print Features and Finishes

The Supplier shall accommodate a variety of print features.

The base printed copy shall include:

- (a) Black/white or colour;
- (b) Single page impression or duplexed page;
- (c) Letter, legal or ledger sized 20 lb. paper;
- (d) Collating;
- (e) Stapling;
- (f) Hole punching;
- (g) Bundling; and,
- (h) Shrink wrapping.

Other print features the Supplier shall provide include, but are not limited to:

- (a) Binding (including coil, cerlox, perfect binding and tape binding);
- (b) Booklet making;
- (c) Cutting;
- (d) Drilling;
- (e) Finishing;
- (f) Folding;
- (g) Laminating;
- (h) Numbering;
- (i) Offset printing (edge-to-edge, full colour coverage);
- (j) Padding;
- (k) Perforating;
- (l) Photocopy from hard copy;
- (m) Print from electronic formats (e.g., disk, (Universal Serial Bus ("USB"), Portable Document Format ("PDF"), email);
- (n) Saddle stitching;
- (o) Scanning in black/white and colour (e.g., to email);
- (p) Scoring;
- (q) Shrink wrapping;
- (r) Single and double sided photocopying;
- (s) Sorting;
- (t) Spiral binding;
- (u) Tabbing; and,
- (v) Trimming.

2.2.3 Copyright Management

The Supplier shall be capable of reprinting copyright protected materials ensuring appropriate copyright management processes (e.g., direct to copyright owner, through another process (e.g., Access Copyright)) are adhered to. Copyright management processes include, but are not limited to:

- (a) Adherence to copyright laws;
- (b) Managing copyright clearance;
- (c) Logging of approvals;
- (d) Payment to copyright holders;
- (e) Reporting; and,
- (f) Policing of illegal/unauthorized printing requests from Customer's staff, students or faculty.

2.2.4 Printed Material Approval Process

The Supplier shall receive the Customer's approval, by providing a digital and/or paper proof, prior to printing the material, if required.

2.2.5 Print Quality

The Supplier shall produce commercially accepted print quality (e.g., properly aligned, no fading/smearing, full bleeds properly trimmed/bound, correct contrast and colour, packaged properly). Inferior quality print materials shall be corrected immediately at no additional cost to the Customer.

The Supplier shall adhere to the Customer's branding image and formats.

2.2.6 File Format Requirements

The Supplier shall have the ability to produce print material from a variety of file formats, such as Microsoft Office (Word, Excel, and PowerPoint), and Adobe.

2.2.7 Ordering Print Jobs

The Supplier shall provide Customer's staff, students and faculty the following no cost ordering methods:

- (a) At the onsite retail print shop location (i.e., walk-up ordering); and,
- (b) Online ordering.

The Supplier shall have the ability to receive, and if appropriate enhance Customer print jobs electronically in formats such as Microsoft Office and Adobe applications and make minor changes (e.g., to enhance print quality) and seek Customer's approval.

2.2.8 Online Ordering and Tracking

The Supplier shall provide a secure user-friendly online print ordering solution (digital store front), available on desktop and mobile platforms (e.g., computer devices, smart phones), with the capability for the Customer's staff, students and faculty to:

- (a) Seek online price quotes based on print job (as options are selected/deselected);
- (b) Choose a lead time (e.g., within or more than two (2) Business Days);
- (c) Easily order and track their print jobs;
- (d) Upload and view PDF files and send with print order;
- (e) Save print jobs (e.g., to reorder for future use);

- (f) Pay when ordering (i.e., for students); and,
- (g) Manage approval processes within the Customer's organization (e.g., integrate with the Customer's active directory).

Alternatively, the Supplier may propose a digital store front that is integrated with the Customer's financial system. The integration would include the online ordering capabilities with managed approvals within the system – racking and payment integration.

2.2.9 Print Material Turnaround Times

The Supplier shall provide completed print material, as required by the Customer, as follows:

- (a) Within two (2) Business Days; or,
- (b) Within three (3) or more Business Days.

2.2.10 Pick-up or Delivery of Printed Material

The Supplier shall ensure the printed material is kept secure and ready when and where needed by the Customer.

Therefore, the Supplier shall:

- (a) Deliver, if requested, to the Customer's program/department location;
- (b) Deliver to secure lockers, which may be located across the Customer's campus, for staff, student or faculty pick up; and,
- (c) Have the print material available at the onsite retail location for pick up.

The Supplier shall ensure completed print material shall be packaged appropriately to ensure safe delivery. All deliveries must include a packing slip specifying the Customer's required information (e.g., name of the staff/faculty that placed the order, purchase order number, quantities, as required).

Deliveries should be made by the Supplier's own personnel/transportation fleet or a reputable transportation company that allows for tracking and proof of deliveries/pick-up.

The Supplier shall provide proof of delivery with invoice and upon request.

2.2.11 Damaged or Poor-Quality Print

The Supplier shall ensure printed material meets the Customer's specified quality levels and specifications before shipping. Print material may not be accepted upon delivery if the printed material is damaged (i.e., prior to or during delivery) or of poor quality as noted in Section 2.2.5 and/or is not packaged properly.

The Supplier will be responsible for replacing the printed material at no additional cost to the Customer.

2.2.12 Payment of Print Material

The Supplier shall allow for direct payment (e.g., by Customer's students, guests, consultants, or staff/faculty for personal use) of print jobs when ordering online or at the onsite retail print location. They shall be able to pay by cash, debit card, credit card, or for students via the Customer's student payment card (e.g., Heartland, OneCard).

Customer-specific staff and faculty print Services shall be invoiced to the Customer as further described in Section 2.18.

2.2.13 Reporting

The Supplier shall be responsible for providing monthly reports to Customers and OECM. The reports shall contain, at a minimum, the following information:

- (a) Customer's organization name;

- (b) Customer's campus location;
- (c) Invoice number;
- (d) Invoice date;
- (e) Customer's purchase order number, if applicable;
- (f) Number and Rates of monthly impressions;
- (g) Onsite versus offsite and turnaround time for:
 - i. base copy, black/white and colour for letter, legal and ledger impressions; and,
 - ii. duplexed base copy, black/white and colour for letter, legal and ledger;
- (h) Rates for other Services (i.e., business cards, laminating, large format);
- (i) Hours and Rates for graphic design Services;
- (j) On time and late deliveries;
- (k) Hours open;
- (l) Supplier's personnel per Customer campus per Service category, as applicable;
- (m) Issues encountered;
- (n) Proposed improvements to Service provision;
- (o) Cost reduction ideas;
- (p) Commodity/paper pricing;
- (q) Paper pricing – review and forecast;
- (r) Summary of revenue, by Service category and Customer campus;
- (s) Equipment up time report;
- (t) Equipment updates;
- (u) Total cost (subtotal excluding taxes);
- (v) Cost Recovery Fee, if applicable (i.e., subtotal and HST);
- (w) Financial incentives provided to Customers (if applicable); and,
- (x) Environmental performance activities.

The Supplier shall be responsible for any other ad hoc reports requested by OECM.

2.3 Digital Services

Customer's may require Digital Services, which are technology-enabled solutions that transform how organizations handle, manage, and distribute documents and physical materials. These Services aim to increase operational efficiency, improve access, ensure security, and support digital transformation by replacing manual, paper-based processes with automated, digital workflows.

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

2.3.1 Digitization Services

The Supplier shall provide digitization which refers to the conversion of physical documents (paper, microfilm, blueprints) into digital formats that can be stored, indexed, retrieved, and integrated into electronic workflows.

The Services include, but are not limited to:

- (a) Document Scanning: High-speed scanning of documents into formats like PDF, Tagged image file format (“TIFF”), or Optical Character Recognition (“OCR”)-enabled text;
- (b) Indexing & Metadata Tagging: Assigning search-friendly tags or fields (e.g., invoice number, date, customer name) to allow fast retrieval;
- (c) OCR: Converts scanned images into editable and searchable text;
- (d) Document Management System (“DMS”) Integration: Integration with platforms like SharePoint, OpenText, or custom ERPs;
- (e) Image Enhancement: Auto-cropping, de-skewing, contrast adjustments to ensure scan quality; and,
- (f) Batch Processing & Barcode Recognition: Grouping documents with barcodes for automated sorting and metadata capture.

2.3.2 Document Advisory Services

The Supplier shall provide document advisory Services to analyze, optimize, and transform the Customer's document lifecycle from creation and usage to storage and disposal to support digital transformation, sustainability, and cost reduction.

The Services shall include, but not limited to:

- (a) Document Workflow Analysis: Evaluating how documents are created, shared, printed, and archived;
- (b) Print Fleet Assessment: Reviewing usage, location, and efficiency of printers and multi-function printers (“MFPs”);
- (c) Cost Optimization Strategies: Identifying opportunities to reduce print volumes, consolidate equipment, or renegotiate vendor contracts;
- (d) Policy and Governance Recommendations: Proposing secure printing rules, user permissions, and retention schedules;
- (e) Change Management and Training: Ensuring user adoption of new technologies or processes (e.g., digital signatures, e-forms); and,
- (f) Sustainability Consulting: Strategies to reduce paper waste and carbon footprint.

2.3.3 Digital Mail Services

The Supplier shall provide digital mail Services convert incoming physical mail into digital workflows, allowing organizations to distribute and access mail electronically rather than via internal mailrooms. The Services include, but not limited to:

- (a) Mail Scanning and Capture: Open, scan, and digitize incoming mail by recipient, department, or transaction;
- (b) Automated Sorting and Distribution: Use rules to route digitized mail (e.g., invoices to finance, claims to Human Resources (“HR”));
- (c) Secure Delivery Portals: Access to scanned documents via encrypted email or a centralized portal;
- (d) Integration with DMS or Workflow Tools: Digital mail integrates into SharePoint, SAP, or custom document management systems; and,
- (e) Exception Handling: Flagging unreadable, sensitive, or critical items for manual intervention.

2.3.4 White Glove Services

The Supplier shall provide white glove Services which refers to premium, high-touch handling of sensitive, high-value, or complex documents and materials. This Service goes beyond standard delivery or print/scan operations to ensure security, precision, and care.

The Services include, but not limited to:

- (a) Secure Chain-of-Custody: Every step of handling is tracked with documented hand-offs (e.g., logbooks, signatures, Global Positioning System ("GPS") tracking);
- (b) Special Packaging and Labeling: Protective containers, temperature/humidity-controlled cases, or tamper-evident seals;
- (c) Dedicated Personnel: Specially trained staff for document handling, often with clearance for confidential records (e.g., legal discovery, patient charts);
- (d) Onsite Assistance: In-office setup, sensitive document presentation, or scanning services performed onsite with supervision; and,
- (e) Custom Scheduling and Coordination: Time-sensitive delivery or setup, including after-hours or coordinated handovers.

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

2.4 Inventory, Storage / Management and Logistics Services

The Supplier shall coordinate offsite inventory storage/management logistic Services (either at the Supplier's location or at a mutually agreed to third-party location) for Customer-owned items - including, but not limited to:

- (a) Assisting the Customer with the sourcing and selection of a third-party warehouse location;
- (b) Recommending solutions to optimize on-site storage space. If directed, assist with the implementation of solutions (i.e., source/purchase specialized racking, material handling equipment);
- (c) Obtaining, analysing and actioning inventory reports from off-site storage locations (i.e., recommend obsolescence, move inventory from off-site to on-site);
- (d) Coordinate inbound shipments with the Customer to ensure appropriate routing of shipments to designated locations;
- (e) Enforce any storage, logistics and/or safety or security storage procedures of the Customer;
- (f) Coordinate the recycling/disposal of obsolete or end of life products (i.e., paper recycling, Global Environmental and Energy Program ("GEEP"));
- (g) Arrange (e.g., package, skid, wrap) for the shipment of goods or records to be stored at an off-site warehouse;
- (h) Manage (include scheduling, requisitioning and monitoring) preventative maintenance schedules of Customer owned equipment;
- (i) Manage and stock inventory of material handling supplies (e.g., tape, labels, and boxes). Supplier personnel should emphasize the reuse of shipping supplies (boxes and fill) wherever possible;
- (j) Providing a secure, clean temperature-controlled facility protected from pests, fire and other hazards;
- (k) Pick-up and delivery (e.g., in and out bound) loading of items to various Customer specified locations;
- (l) Meeting Customer's delivery requirements (e.g., same or next Business Day);
- (m) Individual and bulk pallet storage (appropriate for items) and delivery to Customer's required location;

- (n) Manage on-site and off-site item inventory levels and provide monthly reports on current inventory in storage; and,
- (o) Conduct regularly scheduled inventory counts with Customer staff for accounting purposes.

2.4.1 Types of Items

The Supplier shall store/manage Customer's inventory, such as:

- (a) Envelopes;
- (b) Invitations;
- (c) Letterhead;
- (d) Magazines; and,
- (e) Marketing items (e.g., mugs, pens, totes).

2.4.2 Reporting

The Supplier shall provide monthly inventory storage/management logistic Services reporting to Customers and OECM including, but not limited to:

- (a) Items stored by Customer's program/department;
- (b) Items and quantities sent to the Supplier from Customers;
- (c) Items and quantities delivered to the Customer specified locations (e.g., which may be a third party location);
- (d) Current quantity on hand; and,
- (e) Total number of items.

2.5 Mailroom Logistics Services

The Supplier shall provide the following onsite mailroom Services including, but not limited to:

- (a) Picking up Customer's mail from Canada Post daily;
- (b) Date stamping all incoming mail;
- (c) Processing incoming and internal mail and distribute (e.g., for pick-up, or delivery to programs/departments or secure lockers) to Customer programs/departments, which may be in different physical locations (e.g., College campus');
- (d) Metering and delivering outgoing Canada Post mail daily;
- (e) Acting as a central mailroom for Customer campus' if requested;
- (f) Following and post a mutually agreed upon mail delivery/pick up schedule, if requested by Customer;
- (g) Providing Customer assistance to determine most appropriate method of mailing/shipment;
- (h) Ensuring postage machine is maintained and postage uploaded when needed;
- (i) Maintaining log of incoming mail; and,
- (j) Coordinating and process all mass mailing activities.

Other related mailroom logistic Services (e.g., electronically scanning and distribution of incoming mail) may be proposed.

2.5.1 Courier Packages

The Supplier shall provide the following courier Services including, but not limited to:

- (a) Preparing shipping documents for outgoing courier items (Canadian, USA and International) using online courier system to prepare waybills, when applicable;
- (b) Preparing export documentation for customs clearance, as required;
- (c) Using an electronic tracking system to report (in and out bound) courier package information;
- (d) Using the Customer's preferred courier service agreements;
- (e) Administering the day-to-day operations and reconciliation of courier shipments;
- (f) Arranging internal program/department pick-up for outgoing packages, if requested by Customer;
- (g) Maintaining an appropriate supply of courier shipping materials (e.g., labels, envelopes);
- (h) Dispatching transportation carriers for same day/local shipments;
- (i) Receiving incoming courier packages and verify packing slip information;
- (j) Recording any visible damage on waybill and report immediately to carrier;
- (k) Reporting internal package damage and packing slip discrepancies to courier company within one (1) Business Day;
- (l) Delivering incoming courier packages to the Customer's user within the same Business Day; and,
- (m) Providing cost comparisons, between various courier/cartage companies, upon request.

2.5.2 Pick-up or Delivery of Mail

The Supplier shall ensure the Customer's mail is kept secure and ready when and where needed by the Customer.

Therefore, the Supplier shall:

- (a) Deliver, as requested or as scheduled, to Customer's program/department location;
- (b) Deliver to secure lockers, which may be located across the Customer's campus, for staff or faculty pick up; and,/or,
- (c) Have the mail available at an onsite mailroom location for pick up.

Deliveries should be made by the Supplier's own personnel/transportation fleet or a reputable transportation company that allows for tracking and proof of deliveries/pick-up.

2.5.3 Equipment, Furnishings and Supplies

The Supplier is responsible for adequately supplying all equipment, equipment maintenance, equipment ventilation, furnishings, computers, software licenses and upgrades, telephone equipment/lines, and supplies (such as consumables) required to fulfill the Deliverables.

Some Customers may have equipment available for the Supplier's use (e.g., postage meter equipment). In such cases, applicable Service Rates will be mutually agreed upon by the Customer and Supplier when executing a CSA.

2.5.4 Reporting

The Supplier shall provide monthly reporting to Customers and OECM including, but not limited to the following:

- (a) Postage usage by program/department;
- (b) Postage meter reconciliation;
- (c) Shipping activity (in and out bound);
- (d) Courier activity (in and out bound) reporting; and,
- (e) Number of courier shipments (incoming and outgoing) by program/department reconciled to the courier company's invoice.

2.6 Shipping / Receiving Logistics Services

2.6.1 Shipping Services

The Supplier shall provide the following onsite shipping Services including, but not limited to:

- (a) Providing shipping advice to Customers, as required;
- (b) Ensuring outgoing packages are appropriately packed for safe shipping;
- (c) Assessing most economic means of shipping ensuring Customer's delivery timelines are met;
- (d) Entering all shipments into /Customer's shipping systems to endure billing process requirements are met;
- (e) Providing environmentally friendly and recycled products should be considered in all cases;
- (f) Logging outgoing shipments for monthly reconciliation; and,
- (g) Managing inter campus shipping, as required.

2.6.2 Receiving Services

The Supplier shall provide the following receiving Services including, but not limited to:

- (a) Receiving, verifying and logging incoming shipments (e.g., check content against packing slip);
- (b) Immediately reporting damaged shipments (on waybill) to the courier company. Follow-up with courier to start a claims process, if required;
- (c) Recording and report discrepancies or any visible damage to Customer and report actions taken;
- (d) Recording date and receiver's name on packing slip;
- (e) Recording the receipt in Customer's Enterprise Resource Planning ("ERP") system, if requested;
- (f) Delivering incoming shipments to appropriate program/department;
- (g) Obtaining a proof of delivery from Customer's end user or appropriate program/department representative; and,
- (h) Maintaining tracking/tracking information through receiving logistics software.

2.6.3 Equipment, Furnishings and Supplies

The Supplier is responsible for adequately supplying all equipment, equipment maintenance, equipment ventilation, furnishings, computers, software licenses and upgrades, telephone equipment/lines, and supplies (such as consumables) required to fulfill the Deliverables.

Some Customers may have equipment available for the Supplier's use (e.g., pump/power trucks, dollies). In such cases, applicable Service Rates will be mutually agreed upon by the Customer and Supplier when executing a CSA.

2.6.4 Reporting

The Supplier shall provide monthly reporting to Customers and OECM including, but not limited to the following:

- (a) Number of shipments (in and outbound) by program/department;
- (b) Number of deliveries made to program/departments; and,
- (c) Shipping errors.

2.7 Physical Space

The Supplier will have use of designated space within the Customer's organization.

The Supplier may be responsible for:

- (a) Seeking approval for alterations, or renovations to the space;
- (b) Signage, as mutually agreed upon with Customer;
- (c) Keeping the area safe, clean and clutter free;
- (d) Paying for its own utility expenses; and,
- (e) Paying the Customer for removal of any and all waste or removing it themselves.

The Supplier and Customer, when executing a CSA, will agree on physical space requirements for the Customer's specific organization.

2.8 Hours of Operation

The Supplier shall provide the onsite Services during Business Days ensuring coverage during peak Customer periods (e.g., September and January). Some Customers may require different hours of operations to align with their business needs. Different days/hours of operations may be agreed to when executing a CSA, and may change throughout the year based on academic calendar and/or business operations.

2.9 Supplier's Personnel

The Supplier shall be responsible for providing administrative support and dedicated onsite personnel sufficiently skilled to perform the required Services, including peak periods, which could depend on the Customers' academic calendar and/or business operations.

The Supplier should have, and provide to Customer upon request, well-documented policies, procedures and certifications (e.g., pallet jack training for shipping/receiving logistic Services) demonstrating its ability to hire, train, keep safe, and retain competent personnel.

The Supplier will ensure that its personnel maintain a high standard of behaviour, manner, appearance, and conduct while providing Service at Customer's sites.

The Supplier shall ensure its personnel are easily identifiable as Supplier personnel (e.g., by wearing uniforms and carrying appropriate identification) also trained and knowledgeable about the Customers environment, policies, processes and procedures (i.e., specifically AODA and diversity training may be required at some Customer organizations).

The Customer shall approve the Supplier's personnel and have the opportunity to interview proposed personnel, and if necessary, request different personnel.

Given the Supplier's personnel will have access to confidential/sensitive information, they will be required to sign a Customer's non-disclosure document prior to providing the Services.

2.10 Implementation

The Supplier shall provide Customer's implementation at no additional cost, ensuring seamless transition and minimal Service disruption. The Supplier shall ensure the Services are planned, scheduled and implemented as mutually agreed upon with the Customer at the requested locations. The plan should include activities, timelines, personnel and roles and responsibilities for the Supplier and the Customer.

2.11 Electrical Requirements

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

2.12 Privacy and Security Requirements

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

The Supplier shall:

- (a) Comply with applicable Ontario/Canadian privacy and other applicable laws/legislation;
- (b) Only collect personal information as defined in the Master Agreement, the CSA and authorized by the Customer;
- (c) Perform regular Privacy Impact Assessments ("PIA") and Threat Risk Assessments ("TRA"); and,
- (d) Possess documented Business Continuity Plan and Disaster Recovery Plan.

2.12.1 Privacy and Security Compliance

The Supplier shall meet and provide detail of how they meet privacy and security requirements 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 in privacy and security.

2.12.2 Cybersecurity Policy Framework

The Supplier should ensure it has an established cybersecurity policy framework that conforms to applicable federal and provincial laws/regulations of Canada and industry practices such as:

- (a) General Data Protection Regulation;
- (b) *Health and Information Protection Act, 2016* ("HIPA");
- (c) *Personal Health Information Protection Act* ("PHIPA");
- (d) *Personal Information Protection and Electronic Documents Act* ("PIPEDA");
- (e) Security Alliance Security Trust and Assurance Registry ("STAR") or any web-based compliance;
- (f) Web Content Accessibility Guidelines ("WCAG") 2.0 and 2.1;
- (g) *Accessibility for Ontarians with Disabilities Act* ("AODA");
- (h) *Freedom of Information and Protection of Privacy Act* ("FIPPA");
- (i) *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA");
- (j) *Occupational Health and Safety Act*;
- (k) *Ontarians with Disabilities Act, 2001* ("ODA");
- (l) Ontario Human Rights Code ("HRC");
- (m) *Pay Equity Act*;
- (n) National Institute of Standards and Technology ("NIST 2.0");
- (o) International Standards Organization ("ISO") 27001/27002 Information Security Management System/Information Security Controls;
- (p) Control Objectives for Information and Related Technologies ("COBIT") Cybersecurity Framework;
- (q) Service Organization Control ("SOC") II Type 2 Certification;
- (r) Center for Internet Security ("CIS"); and,
- (s) Information Security Forum ("ISF").

2.12.3 Privacy Impact and Threat Risk Assessments

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

Customer should 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.

2.13 Disaster Recovery and Business Continuity

The Supplier shall possess and provide to OEMC 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.

2.14 Licences, Permits, Right to Use and Approvals

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

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

2.15 Environmental, Social, and Governance

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

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

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

- (a) 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 OECM and Customers informed about social procurement processes.

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

2.15.1 Social Programs

The Supplier should assist the Customer in various social responsibility programs (e.g., donation) to maximize the usability of the devices, as requested.

2.16 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.

2.17 Order Management

The Supplier shall provide a variety of ways for Customers to order Services including, but not limited to the following:

- (a) Electronic Data Interchange (“EDI”);
- (b) Email;
- (c) Fax;
- (d) Supplier’s online ordering process;
- (e) Toll free phone; and/or,
- (f) Via purchase order through the Customer’s system.

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

2.17.1 Minimum Order

The Supplier shall not have any minimum order value, volume, weight, or by type of container. The Supplier shall provide pick up costs including freight, container and packaging costs and any surcharges associated with volumes less than one (1) skid to Customer for negotiation and obtain Customer’s prior approval before each pickup.

2.17.2 Electronic Commerce

Customers currently use a variety of ERP, e-Procurement or financial systems (e.g., PeopleSoft, Jaggaer) for processing orders and payments. To support these processes, the Supplier will provide reasonable technology and implementation support, at any time during the Term, at no additional cost to the Customer.

2.18 Invoicing

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

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

- (a) Invoice number;
- (b) Order date;
- (c) Customer name and location;
- (d) Name of the person who placed the order and/or the Customer’s purchase order number, if applicable;
- (e) Number of hours worked by Supplier’s personnel;
- (f) Customer’s cost center number, general ledger number if applicable;
- (g) Customer purchase order number (if applicable) and order date;
- (h) Description of Services provided, quantity and applicable Service Rates; and,
- (i) Harmonized Sales Tax (“HST”) and total cost.

2.18.1 Payment Terms and Methods

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

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

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

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

2.18.2 Electronic Fund Transfer

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

- (a) A void cheque;
- (b) Financial institution's name;
- (c) Financial institution's transit number;
- (d) Financial institution's account number; and,
- (e) Email address for notification purposes.

2.18.3 Electronic Commerce

Customers currently use a variety of ERP, e-Procurement or financial systems (e.g., PeopleSoft). When Customers implement various methods for electronic ordering, such as integrated system and Electronic Data Interchange ("EDI"), the Supplier will provide reasonable technology and implementation support to Customers at no extra cost.

For example, some universities currently use SciQuest or are in different stages of implementing it; the Supplier will provide necessary support and meet the following requirements at a minimum to ensure smooth implementation:

- (a) Have access to internet;
- (b) Complete SciQuest Supplier registration documentation;
- (c) Have an email address to receive SciQuest communications (e.g., complete registration, receive email notifications); and,
- (d) Have available resource to manually submit invoices via the SciQuest provided portal.

2.19 Rates

The proposed Service Rates shall be firm Rates for the first year of the Master Agreement and shall be:

- (a) Maximum Rates;
- (b) Minimum percentage revenue provided to Customers;
- (c) In Canadian funds and shall include all applicable costs, including, but not limited to overhead, materials, fuel, fuel surcharge, duties, tariffs, travel, 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,
- (d) 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.

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

2.19.1 Incentives for Customers

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

- (a) Increased online ordering;
- (b) Use of P-Card;
- (c) EDI invoicing and payment process;
- (d) Campus relocation;
- (e) Revenue to Customer for non-faculty/staff Services sold by the Supplier.
- (f) Informing and guiding Customers about potential incentives (e.g., government);
- (g) Early adopters discounts;
- (h) Early payment discount for Customers;
- (i) Higher volumes;
- (j) Overall growth;
- (k) Purchase of other add-on features; and,
- (l) Configuration and/or customization of the solution completed by the Supplier for a Customer, which other Customers can leverage at no additional cost.

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

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

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

2.19.2 Travel Expenses

Travel shall be included in the Service Rates. However, in extenuating circumstances, the Supplier may seek and obtain prior approval from the Customer for costs incurred as a result of accommodation or travel. These costs must be charged in accordance with the Customer's travel policy, as may be amended from time to time. 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.

2.19.3 OECM Cost Recovery Fee

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

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

CRF will be calculated as follows:

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

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

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

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

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

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

2.20 Supplier Support to Customers

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

- (a) Providing a responsive account executive (with applicable back-up) assigned to the Customer to support their needs by providing day-to-day and ongoing administrative support, and operational support;
- (b) Managing issue resolution in a timely manner;
- (c) Complying with agreed upon escalation processes to resolve outstanding issues;
- (d) Responding to Customer's inquiries (e.g., to day-to-day activities) within one (1) Business Day;
- (e) Ensuring minimal disruption to the Customer;
- (f) Providing easy access to the Supplier (e.g., online, toll free telephone number, email, voicemail, chat or fax);
- (g) Providing training/demonstrations, knowledge transfer, and no-cost educational events (e.g., webinars), if available;
- (h) Establishing an ongoing communications program with the Customer (e.g., new initiatives, innovation, sustainability);
- (i) Adhering to the Customer's confidentiality and privacy policies (e.g., related to student's private information);
- (j) Providing written notice to Customers on any scheduled shut down that would impact services (e.g., inventory count, relocation of warehouse, website maintenance);
- (k) Provide Customer reporting; and,
- (l) Attending meetings with Customers, as requested.

2.20.1 Transition Support

The Supplier should, at no additional cost, provide Customers transition support with minimal service disruption.

2.21 Supplier Management Support to OECM

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

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

- (i) Timely submission of reports as described in Appendix C – Supplier Reporting Requirements; and,
- (j) Complying with Master Agreement close out processes (e.g., ensuring all Master Agreement obligations have been fulfilled, such as submission of final reporting and CRF payments to OECM).

2.21.1 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.

2.21.2 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.

2.21.3 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 D – Supplier Performance Management Scorecard.

2.21.4 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 first anniversary date of the Master Agreement and every anniversary date thereafter during the Term.

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 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.

2.21.5 Process to Add Other Services

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

The Supplier shall provide written notice to OECM of at least one hundred and twenty (120) days 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 D – Supplier Performance Management Scorecard and/or Supplier Recognition Program evaluation results) will be considered when contemplating adding Services. In the event the Supplier's performance is poor and/or unacceptable, OECM may not agree to the Supplier's Service refresh request. All other Services shall remain unchanged.

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

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

2.21.6 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).

2.21.7 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.

2.21.8 Reporting to OECM

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

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

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

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	600	60%
Stage III	Commercial Response	3.4	400	Not Applicable
Stage IV	Cumulative Score	3.5	1000	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
Appendix B – Commercial Response (in Microsoft Excel format only)	Commercial

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

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

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

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

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

Only Eligible Proposals that meet or exceed the minimum sectional and overall thresholds will receive a **pass** in this stage and proceed to Stage III of the evaluation process. The overall minimum threshold for the Technical Response is sixty percent (60%), or three hundred sixty (360) points. In addition, Section 1, 2, 3, 4 and 8 of the Technical Response each have individual minimum thresholds of sixty percent (60%), or forty-two (42), sixty (60), thirty-six (36), thirty (30) and forty-two (42) points, respectively.

Point allocations for the Technical Response sections are as follows:

Technical Response Sections	Available Points	Minimum Threshold
1. Proponent's Experience and Qualifications	70	60%
2. Services	100	
3. Proposed Personnel	60	
4. Implementation Plan	50	
5. Copyright Management	50	Not Applicable
6. Online Ordering and Tracking	40	Not Applicable
7. ESG and Sustainability	120	Not Applicable
8. Customer Support and Account Management	70	60%
9. Reporting	40	Not Applicable
10. Privacy and Security	Not Applicable	Not Applicable
TOTAL POINTS:	600	360

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

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

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

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

3.4 Stage III – Commercial Response

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

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

Point allocations for the Commercial Response sections are as follows:

Commercial Response Sections	Available Points
1. Print and Related Digital Services	350
2. Additional Services	50
TOTAL POINTS:	400

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

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

<u>EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR ONSITE PRINT AND RELATED DIGITAL SERVICES</u>		
Proposed Rates	Calculation	Resulting Points
If Proponent 1 proposes the lowest Rate of \$100.00, it would receive 100% of the points allocated.	$\$100 \div \$100 \times 2 \text{ Points}$	2
If Proponent 2 proposes the second lowest Rate of \$200.00, it would receive 50% of the points allocated.	$\$100 \div \$200 \times 2 \text{ Points}$	1
If Proponent 3 proposes the third lowest Rate of \$400.00, it would receive 25% of the points allocated.	$\$100 \div \$400 \times 2 \text{ Points}$	0.5

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.

Where \$0.00 is entered in any Rate cell, **in the Commercial Response**, 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.

<u>EXAMPLE – WHERE FIVE (5) PROPOSALS WERE RECEIVED</u>		
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%

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

3.5 Stage IV – Cumulative Score

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

Subject to the express and implied rights of OECM; the Proponent with the highest scoring Eligible Proposal may become the Preferred Proponent, 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 V – Tie Break Process

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

3.7 Stage VI – Negotiations

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

The negotiations may include:

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

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

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

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

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

3.8 Stage VII – Master Agreement Finalization

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

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

[End of Part 3]

PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

Procurement Process Non-Binding

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

- (a) This RFP shall not give rise to any contract A – based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and,
- (b) Neither the Proponent nor OECM shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of a Master Agreement, failure to award a Master Agreement or failure to 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:	August 22, 2025
Proponent's Information and OTP Demonstration Session:	2:00 pm on August 28, 2025
Proponent's Deadline to Submit Questions:	5:00 pm on September 5, 2025
OECM's Deadline for Issuing Answers:	September 12, 2025
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on September 25, 2025
OECM's Deadline for Issuing Final Documents:	October 2, 2025
Proponent's Intent to Submit a Proposal:	October 2, 2025
Closing Date:	2:00:00 pm on October 22, 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;

The Proponent's attendance at any meeting in relation to the RFP process;

(b) The conduct of any due diligence on its part, including any information gathering activity;

(c) The preparation of the Proponent's own questions; and,

(d) Any discussion and/or finalization, if any, in respect of the Form of Master Agreement.

4.2 Communication after RFP Issuance

4.2.1 Communication with OECM

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

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

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

4.2.2 Proponent to Review RFP

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

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

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

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

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

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

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

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

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

4.2.3 Proponent's Intent to Submit Proposal

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

4.2.4 Proponent to Notify

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

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

The Proponent shall not:

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

4.2.5 All New Information to Proponents by way of Addenda

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

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

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

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

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

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

4.3 Proposal Submission Requirements

4.3.1 General

The Proponent shall submit its Proposal through OTP at

<https://ontariotenders.app.jaggaer.com/esop/nac-host/public/web/login.html>.

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

- (a) Form on the OTP at <https://jaggaer.my.site.com/SupplierSupportRequest/s/>;
- (b) By phone at 866-722-7390; or,
- (c) Accessing website information at https://ontariotenders.app.jaggaer.com/esop/nac-host/public/attach/eTendering_responding_to_tender_guide.pdf.

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

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

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

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

4.3.2 Proposal in English

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

4.3.3 Proposal Submission Requirements

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

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

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

4.3.4 Other Proposal Considerations

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

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

4.3.5 Proposal Receipt by OECM

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

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

4.3.6 Withdrawal of Proposal

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

4.3.7 Amendment of Proposal on OTP

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

4.3.8 Completeness of Proposal

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

4.3.9 Proposals Retained by OECM

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

4.3.10 Acceptance of RFP

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

4.3.11 Amendments to RFP

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

4.3.12 Proposals will not be Opened Publicly

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

4.3.13 Clarification of Proposals

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

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

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

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

4.3.14 Verification of Information

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

- (a) Verify any Proponent's statement or claim made in its Proposal or made subsequently in a clarification, (e.g., site visit) 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 <https://www.cfta-alec.ca/>;
- (b) Trade and Cooperation Agreement between Quebec and Ontario at <https://www.cfta-alec.ca/agreement/trade-and-cooperation-agreement-between-quebec-and-ontario>; and,
- (c) Comprehensive Economic and Trade Agreement at <http://www.international.gc.ca/gac-amc/campaign-campagne/ceta-aecg/index.aspx?lang=eng>.

4.6.13 Governing Law

The terms and conditions in this Part 4:

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

[End of Part 4]

APPENDIX A – FORM OF MASTER AGREEMENT

This Appendix is posted as a separate PDF document.

APPENDIX B – COMMERCIAL RESPONSE

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

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

APPENDIX C – SUPPLIER REPORTING REQUIREMENTS

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

Supplier Reporting Requirements		
Sales Reporting	Frequency	Due Date
<p>Sales Reporting including, but not limited to:</p> <p>(a) Customer's name; (b) Invoice number and date; (c) Service provided and description; (d) Quantity invoiced; (e) Rate per Service/hour and total Rate; (f) Cost Recovery Fee.</p>	Monthly	8th Business Day following each Calendar Month
Performance Reporting	Frequency	Due Date
<p>(a) Key Performance Indicators ("KPIs") Report - As set out in Appendix D – Supplier Performance Management Scorecard.</p> <p>(b) Performance results specific to Customer's KPIs.</p>	Quarterly	8th Business Day following each Calendar Quarter
CSA Reporting	Due Date	
<p>(a) Provide a copy of each fully executed CSA.</p>	Within thirty (30) days of CSA execution	
Other Reporting		
<p>May include:</p> <p>(a) Sales Forecasting Reports;</p> <ul style="list-style-type: none"> 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. <p>(b) Specific Customer Reports, as requested (e.g., purchase orders and invoices); and,</p> <p>(c) OECM Ad Hoc Reports - As requested and mutually agreed upon.</p>		

Final reporting requirements will be determined during negotiations.

APPENDIX D – SUPPLIER PERFORMANCE MANAGEMENT SCORECARD

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

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

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

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

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

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

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

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

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

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

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

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

Supplier Provided Customer Performance Measures		
Key Performance Indicator	Performance Measurement	Performance Goal
Response Time to Customer Inquiries	One (1) Business Day	98% of the time
Lead time for Pick Up	Two (2) Business Days from request receipt	98% of the time
Provide Certificate upon Completing the Services	Within thirty (30) Business Days	98% of the time
Accurate Invoicing	Number of invoicing errors annually	Invoicing error less than 2%

OECM Evaluation of Supplier's Performances		
Key Performance Indicator	Performance Measurement	Performance Goal
On time Sales Report Submissions	8th business day following each calendar month	98% of the time
On time KPI Report Submissions	8th business day following each calendar quarter	98% of the time
On time submission of executed CSAs	Within 30 days of CSA execution	98% of the time
On time CRF payment remittance	Quarterly, by May 15, August 15, November 15, and February 15	98% of the time
Response time to OECM inquiries	Within one (1) business day	98% of the time

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

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

Penalties and Rewards

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

APPENDIX E – OECM'S SUPPLIER CODE OF CONDUCT

The Supplier will take every measure to comply with OECM'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 OECM's Customers as mutually agreed upon between the Customer and Supplier. OECM'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 OECM 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 OECM, and only use this information as part of their business relations with OECM;
- (d) Comply with intellectual property rights relating to the Services provided to OECM and its Customers;
- (e) Never place an OECM 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 OECM; and,
- (g) Disclose to OECM any behaviour deemed unethical on the part of an OECM 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 OECM 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 OECM employees and Customers. The Supplier must avoid situations that may adversely influence their business relationship with OECM or can be directly or indirectly perceived as a conflict of interest and interfere with the provision of the Services to OECM or its Customers. The Supplier must disclose any actual or potential conflicts of interest promptly to OECM;
- (c) Never offer to OECM 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 OECM's employees' ability to make business decisions in the best interest of OECM and its Customers. If a Supplier is unsure whether a gift or entertainment offer to an OECM employee complies with OECM'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 OECM 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 OECM's SCC. Supplier's employees, subcontractors and other service providers must adhere to the requirements of the SCC, which must be made available as necessary. The Supplier must also ensure that its subcontractors and other

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

(f) Maintain workplace professionalism and respect for the dignity of all employees, Customers, and individuals. The Supplier must never exercise, tolerate or condone harassment, discrimination, violence, retaliation and any other inappropriate behaviour;

(g) Abide by applicable employment standards, labour, non-discrimination and human rights legislation. Where laws do not prohibit discrimination, or where they allow for differential treatment, the expectation of the Supplier is to be committed to non-discrimination principles and not to operate in an unfair manner. The Supplier must be able to demonstrate that their workplaces operate under the following principles:

- i. Child labour is not accepted;
- ii. Discrimination and harassment are prohibited, including discrimination or harassment based on any characteristic protected by law;
- iii. Employees are free to raise concerns and speak up without fear of reprisal;
- iv. Appropriate and reasonable background screenings, including investigations for prior criminal activity, have been completed to ensure integrity and character of the Supplier's employees; and,
- v. Clear and uniformly applied employment standards are used that meet or exceed legal and regulatory requirements;

(h) Provide healthy and safe workplaces for their employees. These workplaces must comply with applicable health and safety laws, statutes and regulations to ensure a safe and healthy work environment. Employers must also ensure that their employees are properly trained and that they have easy access to information and instructions pertaining to health and safety practices; and,

(i) Give high priority to environmental issues and implement initiatives to foster sound environmental management through practices that prevent pollution and preserve resources. The Supplier must conduct business in an environmentally responsible and sustainable manner. The Supplier must comply with all applicable environmental laws, statutes and regulations, including, but not limited to, waste disposal (proper handling of toxic and hazardous waste), air emissions and pollution, to ensure that they meet all legal requirements and strive to prevent or mitigate adverse effects on the environment with a long-term objective of continual improvement.

The Supplier is expected to:

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

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

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

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

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

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

APPENDIX F – OECM'S CUSTOMER GEOGRAPHICAL LOCATIONS

