



Savings | Choice | Service

DISABILITY AND WORKPLACE HEALTH MANAGEMENT SERVICES

REQUEST FOR PROPOSALS # 2025-495

Request for Proposals Timetable	
Event	Time/Date
OECEM's Issue Date of Request for Proposals:	November 17, 2025
Proponent's Information and Ontario Tenders Portal Demonstration Session:	2:00 pm on November, 24, 2025
Proponent's Deadline to Submit Questions:	5:00 pm on November, 27, 2025
OECEM's Deadline for Issuing Answers:	December 2, 2025
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on December, 5, 2025
OECEM's Deadline for Issuing Final Documents:	December 10, 2025
Closing Date:	2:00:00 pm on December, 19, 2025
Anticipated Master Agreement Start Date:	March, 2026

All times specified in this timetable are local times in Toronto, Ontario, Canada

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

© 2025 OECEM. All rights reserved

TABLE OF CONTENTS

PART 1 – INTRODUCTION	5
1.1 Objective of this RFP	5
1.2 Supplier Experience and Qualifications	6
1.3 Project Background	6
1.3.1 Customer Engagement.....	6
1.4 Award Strategy	6
1.4.1 No Contract until Execution of Written Master Agreement.....	7
1.4.2 Customer’s Usage of Master Agreements	7
1.4.3 No Guarantee of Volume of Work or Exclusivity of Master Agreement.....	7
1.5 About OECM.....	8
1.5.1 Use of OECM Master Agreements	9
1.5.2 The Ontario Broader Public Sector Procurement Directive.....	9
1.5.3 Trade Agreements	9
PART 1A – RULES OF INTERPRETATION AND DEFINITIONS	11
1A.1 Rules of Interpretation.....	11
1A.2 Definitions	11
PART 2 – THE DELIVERABLES	16
2.1 Description of Deliverables	16
2.1.1 Description of Services	16
2.2 Category A – Disability Management Services	17
2.2.1 Claim Intake and Initiation.....	17
2.2.2 Claim Adjudication	17
2.2.3 Case Management and Monitoring.....	18
2.2.4 Return to Work (“RTW”) Planning	19
2.2.5 Long Term Disability (“LTD”) Transition	19
2.2.6 Assessment Services.....	20
2.2.7 Mental Health Services.....	20
2.2.8 Independent Medical Evaluation (“IME”).....	20
2.2.9 Financial Administration Tools	21
2.3 Category B – Worker’s Compensation Claim Management.....	21
2.3.1 Claim Intake and Administration	21
2.3.2 Claims Adjudication Support.....	22
2.3.3 Case Management and Monitoring.....	22
2.3.4 Appeals and Hearing Support.....	22
2.3.5 Return-to-Work (“RTW”) Coordination	22
2.3.6 Training and Education.....	22
2.4 Category C – Employee and Family Assistance Program (“EFAP”)	22
2.4.1 Optional Student Assistance Program	23
2.5 Category D – Legislative Leave of Absence (“LOA”) Administration.....	24
2.6 Implementation and Onboarding.....	24
2.7 Documentation and Reporting	25
2.8 Training and Knowledge Transfer.....	25
2.9 Regulatory Compliance and Audits.....	25
2.10 Customer Support Services	26
2.11 Privacy Management	26
2.12 Security and Privacy Assessment Tools	26
2.12.1 Higher Education Community Vendor (“HECVAT”)	26
2.12.2 Vendor Application Security Profile (“VASP”)	27
2.13 Continuous Improvement.....	27
2.14 Disaster Recovery and Business Continuity	27
2.15 Licences, Permits, Right to Use and Approvals	27
2.16 Environmental, Social, and Governance.....	28
2.17 Financial Administration Act Section 28.....	28
2.18 Invoicing.....	28
2.18.1 Payment Terms and Methods.....	29
2.18.2 Electronic Fund Transfer.....	29

2.19	Rates.....	29
2.19.1	Incentives for Customers	29
2.19.2	Travel Expenses	30
2.19.3	OECM Cost Recovery Fee	30
2.20	Supplier Support to Customers.....	31
2.20.1	Transition Support	32
2.21	Supplier Management Support to OECM.....	32
2.21.1	Master Agreement Award and Launch.....	32
2.21.2	Promoting OECM Master Agreements.....	33
2.21.3	Supplier Performance Management Scorecard	33
2.21.4	Rate Refresh.....	33
2.21.5	Process to Add Other Services.....	34
2.21.6	Saving Calculation.....	34
2.21.7	OECM's Supplier Recognition Program.....	34
2.21.8	Reporting to OECM.....	35
PART 3 – EVALUATION OF PROPOSALS.....		36
3.1	Stages of Proposal Evaluation	36
3.2	Stage I – Review of Qualification Responses (Pass/Fail)	36
3.3	Stage II – Technical Response per Category	36
3.4	Stage III – Commercial Response per Category.....	37
3.5	Stage IV – Cumulative Score	39
3.6	Stage V – Tie Break Process	39
3.7	Stage VI – Negotiations	39
3.8	Stage VII – Master Agreement Finalization.....	39
PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS		41
4.1	General Information and Instructions	41
4.1.1	RFP Timetable	41
4.1.2	Proponent's Information and OTP Demonstration Session.....	42
4.1.3	Proponent to Follow Instructions.....	42
4.1.4	OECM's Information in RFP Only an Estimate	42
4.1.5	Proponent's Costs	42
4.2	Communication after RFP Issuance	42
4.2.1	Communication with OECM.....	42
4.2.2	Proponent to Review RFP	43
4.2.3	Proponent's Intent to Submit Proposal.....	43
4.2.4	Proponent to Notify	43
4.2.5	All New Information to Proponents by way of Addenda	44
4.3	Proposal Submission Requirements	44
4.3.1	General	44
4.3.2	Proposal in English	44
4.3.3	Proposal Submission Requirements	45
4.3.4	Other Proposal Considerations.....	45
4.3.5	Proposal Receipt by OECM	45
4.3.6	Withdrawal of Proposal.....	45
4.3.7	Amendment of Proposal on OTP	45
4.3.8	Completeness of Proposal.....	45
4.3.9	Proposals Retained by OECM	46
4.3.10	Acceptance of RFP.....	46
4.3.11	Amendments to RFP.....	46
4.3.12	Proposals will not be Opened Publicly	46
4.3.13	Clarification of Proposals	46
4.3.14	Verification of Information	46
4.3.15	Proposal Acceptance	46
4.3.16	RFP Incorporated into Proposal.....	47
4.3.17	Exclusivity of Contract.....	47
4.3.18	Substantial Compliance	47
4.3.19	No Publicity or Promotion	47
4.4	Negotiations, Timelines, Notification and Debriefing.....	47
4.4.1	Negotiations with Preferred Proponent	47
4.4.2	Failure to Execute a Master Agreement.....	47

4.4.3	Master Agreement	48
4.4.4	Notification to Other Proponents	48
4.4.5	Debriefing	48
4.4.6	Bid Dispute Resolution.....	48
4.5	Prohibited Communications, and Confidential Information	48
4.5.1	Confidential Information of OECS	48
4.5.2	Confidential Information of the Proponent.....	49
4.5.3	Proponent’s Submission	49
4.5.4	Personal Information.....	49
4.5.5	Non-Disclosure Agreement.....	49
4.5.6	Freedom of Information and Protection of Privacy Act.....	49
4.5.7	Municipal Freedom of Information and Protection of Privacy Act.....	50
4.5.8	Intellectual Property	50
4.6	Reserved Rights and Governing Law of OECS.....	50
4.6.1	General	50
4.6.2	Rights of OECS – Proponent	52
4.6.3	No Liability	52
4.6.4	Assignment	52
4.6.5	Entire RFP	52
4.6.6	Reservation of Copyright	53
4.6.7	Priority of Documents.....	53
4.6.8	Disqualification for Misrepresentation	53
4.6.9	References and Past Performance	53
4.6.10	Cancellation	53
4.6.11	Competition Act	53
4.6.12	Trade Agreements	53
4.6.13	Governing Law.....	53
	APPENDIX A – FORM OF MASTER AGREEMENT	55
	APPENDIX B – COMMERCIAL RESPONSE.....	56
	APPENDIX C – SUPPLIER REPORTING REQUIREMENTS	57
	APPENDIX D – SUPPLIER PERFORMANCE MANAGEMENT SCORECARD	58
	APPENDIX E – OECS’S SUPPLIER CODE OF CONDUCT	61

PART 1 – INTRODUCTION

This non-binding Request for Proposals (“RFP”) is an invitation to obtain Proposals from qualified Proponents for Disability and Workplace Health Management Services (“Services”) as described in Part 2 – The Deliverables.

The Services, as further described in Part 2- The Deliverables are in four (4) Categories:

- (a) Category A –Disability Management Services
- (b) Category B – Worker’s Compensation Claim Management
- (c) Category C – Employee and Family Assistance Program (EFAP)
- (d) Category D – Legislative Leave of Absence (LOA) Administration

A Proponent may submit a Proposal for one (1) or more Categories. Each Category will be evaluated, scored, and awarded independently.

OECM intends to award up to three (3) Master Agreements per Category, with a fixed Term of the Master Agreement (“Term”) of six (6) years with no option to extend it further.

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

This RFP is issued by OECM.

1.1 Objective of this RFP

The objective of this RFP is to:

- (a) Provide OECM Customers with streamlined access to comprehensive Disability and Workplace Health Management Services delivered by qualified and experienced Suppliers;
- (b) Enable consistent, compliant, and effective delivery of Services across Categories, including but not limited to claim Adjudication, case and leave management, return-to-work coordination, and employee/family assistance, in alignment with applicable legislation and recognized industry best practices;
- (c) Ensure Suppliers deliver secure, user-friendly, and accessible digital platforms and tools that support efficient administration, tracking, reporting, and stakeholder communication;
- (d) Establish and maintain high standards of customer service, ensuring responsive, knowledgeable, and proactive support for Customers, employees, and their families, as applicable;
- (e) Ensure reliable performance through the tracking of Service levels and key performance indicators; and,
- (f) Reduce the costs of associated competitive procurement processes on an ongoing basis (i.e., fewer competitive procurement documents issued by Customers).

The following are **out of scope** of this RFP:

- (a) Long Term Disability Insurance and Adjudication Services
- (b) Direct Medical Services
- (c) Union Grievance Arbitration

1.2 Supplier Experience and Qualifications

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

- (a) Demonstrated expertise delivering Services within one or more of the Categories identified in this RFP, with proven ability to manage complex Service requirements across diverse organizational environments;
- (b) Access to qualified and experienced personnel who are knowledgeable in the relevant practices, legislation, and industry standards applicable to the Category of Service being provided (e.g., AODA, PIPEDA, PHIPA), with relevant professional designations (e.g., CDMP, CRTWC, regulated health professionals);
- (c) Ability to consistently provide secure, reliable, and user-friendly digital platforms and tools to support efficient Service delivery, with demonstrated capability to integrate such solutions with Customer systems (e.g., Human Resource Information Systems (“HRIS”), payroll, scheduling) to ensure operational efficiency and ease of use;
- (d) Proven capacity and resources to support OECM Customers across Ontario, including in remote, rural, and multilingual contexts, demonstrating the flexibility to effectively address varying organizational needs and employee populations;
- (e) Strong track record of responsive and proactive customer service, demonstrated through positive customer references and case studies highlighting successful outcomes in similar disability claims management engagements; and,
- (f) Demonstrated adherence to applicable privacy, data security, and regulatory compliance requirements, ensuring robust confidentiality and protection of sensitive personal and medical information in all Service interactions and processes.

1.3 Project Background

The Disability and Workplace Health Management Services agreement is a net new initiative by OECM to improve operational efficiency, achieve cost savings, and streamline procurement processes for OECM Customers. This initiative addresses the diverse and evolving needs of OECM Customers by providing access to comprehensive Services across four (4) Categories: Disability Management, Workers’ Compensation Claim Management, Employee and Family Assistance Program (EFAP), and Legislative Leave of Absence (LOA) Administration. By implementing this agreement, OECM aims to enhance the quality, consistency, and reliability of workforce health management Services while significantly reducing administrative burdens and procurement-related costs for OECM Customers.

1.3.1 Customer Engagement

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

- (a) Thames Valley District School Board.

The above Customers are **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 Master Agreements with up to three (3) Suppliers per Category for the provision of the Services related to Disability and Workplace Health management Services.

The Term is intended to be for six (6) years, with no option to extend it further. Performance as set out in Appendix D – Supplier Performance Management Scorecard and, if applicable, Supplier Recognition Program evaluation results will be considered when contemplating a Master Agreement extension.

Customers participating in the Master Agreements will execute a 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 OEMC and the Supplier.

The Supplier must provide a copy of every CSA to OEMC 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 potential Master Agreements. The negotiation process is further described in Part 3 – Evaluation of Proposals, Section 3.7 of this RFP.

No legal relationship or obligation regarding the procurement of any Services shall be created between the Proponent and OEMC 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 OEMC, 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 OEMC on the Customer's behalf and is focused on the Customer's specific needs. Depending on the Customer's internal policies, and potential dollar value of the Services a Customer may:

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

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

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

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,
- (c) Documentation;
- (d) Reporting; and,
- (e) 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

OEMC 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

<https://oecm.ca>

95 AGREEMENTS

1573 CUSTOMERS

539 SUPPLIERS

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

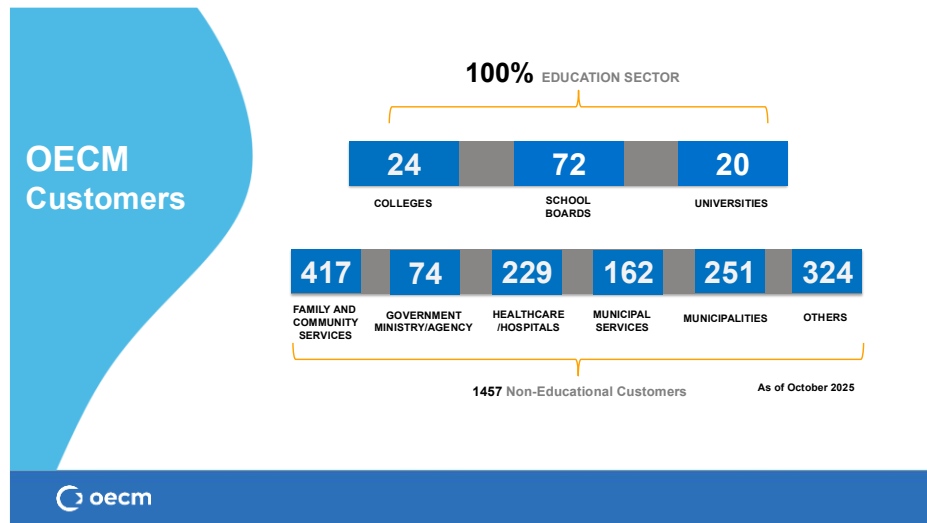
Refer to OECC's Marketplace Guide at <https://oecm.ca/marketplace-guide/>

As of October 2025

oecm

1.5.1 Use of OECC Master Agreements

As of October 31, 2025, one thousand, five hundred seventy-three (1,573) Customers were using one (1) or more OECC agreements with a cumulative spend of more than five (5) billion dollars over the last fifteen (15) years.



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

1.5.2 The Ontario Broader Public Sector Procurement Directive

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

The Procurement Directive is available here

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

1.5.3 Trade Agreements

OECC 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;

“Adjudication” means the structured and objective process for determining eligibility or entitlement of a claim or leave request based on supporting documentation, medical or other relevant evidence, organizational policy, and applicable legislation;

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

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

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

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

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

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

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

“Business Day” 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);

“Case Management” means the coordinated and proactive management of an individual claim, case, or leave, including monitoring progress, facilitating communication among stakeholders, and supporting timely and appropriate outcomes;

“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;

“Cognitive Behavioural Therapy” or **“CBT”** means an evidence-based, goal-oriented form of psychotherapy focused on identifying and modifying negative thought patterns and behaviours to improve emotional regulation, coping skills, and overall mental health outcomes

“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 OEEM 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 OEEM 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 OEEM'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 OEEM's competitively sourced agreements. Once Customer-Supplier Agreements have been executed, this fee is remitted by the Supplier to OEEM 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;

“Functional Abilities Assessment” or **“FAA”** means an evaluation conducted by a qualified healthcare professional to objectively assess an individual's physical and/or cognitive capabilities, limitations, and restrictions in relation to the requirements of their job, to support safe and appropriate return-to-work or accommodation planning;

“Independent Medical Evaluation” or **“IME”** means an impartial medical assessment conducted by a qualified healthcare professional who is independent of the employee and employer to evaluate medical condition, diagnosis, and functional capacity;

“Insured Claims” means Short-Term Disability claims covered under an insurance policy issued and funded by the Supplier (acting as the insurance provider), where the Supplier assumes full financial responsibility and risk for benefit payments, claims Adjudication, Case Management, and Return to Work coordination;

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

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

“Municipalities” means municipalities in Ontario under the *Municipal Act*, the *City of Toronto Act* (for the City of Toronto), *District Municipality of Muskoka Act* (for the District of Muskoka), *Regional Municipalities Act* (for the regional municipalities of Durham, Halton, Niagara, Peel, Waterloo and York), every local board in Ontario as defined in the *Municipal Affairs Act and the Municipal Act* ([List of Ontario municipalities | Ontario.ca](http://www.ontario.ca)) and related Service Organizations;

“OECM” means the Ontario Education Collaborative Marketplace;

“OECM’s Deadline for Issuing Final Addenda” means the date and time as set out in Section 4.1.1 of this 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;

“Return to Work” or **“RTW”** means the planned, structured process involving collaboration between employee, employer, healthcare providers, and the Supplier, aimed at safely reintegrating an employee back into the workplace following a period of disability leave;

“Request for Proposals” or **“RFP”** means this Request for Proposals #2025-495 issued by OECM, including all appendices and addenda thereto;

“Second Stage Selection Process” or **“Second Stage”** means a request from one (1) or more Suppliers via a Second Stage tool (e.g., Request for Services (“RFS”), or Customer’s process (e.g., directly or via an

online e-tendering platform) from a Customer or from OECM on behalf of a Customer, seeking Rates and relevant Services specific to a Customer's organization;

"Self-Insured Claims" means Short-Term Disability claims administered by the Supplier but directly funded by the Customer, wherein the Customer retains the financial responsibility and risk for benefit payments while the Supplier manages Adjudication, Case Management, and RTW coordination Services;

"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 1.5 of this RFP; and,

"Unfair Advantage" means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including, but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to OECM and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the 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,

"Vocational Rehabilitation" means specialized Services and programs provided to support an employee's successful return to suitable employment, including career assessments, retraining, workplace modifications, and related support Services.

"Workplace Safety and Insurance Board" or "WSIB" means the Ontario agency responsible for administering the provincial workplace safety and insurance system, including claims, benefits, and employer obligations

[End of Part 1A]

PART 2 – THE DELIVERABLES

This Part of the RFP describes the Disability and Workplace Health Management Services (“Services”) Deliverables, per Category which will be incorporated into the final Master Agreement.

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

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

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

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

2.1 Description of Deliverables

The Supplier shall provide a broad range of Services as described in the following four (4) Categories:

Category	Category Description	RFP Section Reference
Category A	Disability Management Services	2.2
Category B	Worker’s Compensation Claim Management	2.3
Category C	Employee and Family Assistance Program (EFAP)	2.4
Category D	Legislative Leave of Absence (LOA) Administration	2.5
All	Common Deliverables	2.6 – 2.13

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

2.1.1 Description of Services

The Supplier shall provide the following Services across all Categories to ensure consistent, compliant, and high-quality Service delivery:

- (a) Provide qualified and experienced personnel with relevant certifications, designations, and expertise appropriate to the Category of Service being delivered;
- (b) Offer bilingual Service in English and French, with capacity for additional languages where required to support equitable access for all employees;
- (c) Deliver consistent, reliable Services across Ontario, including support for Customers in remote, rural, and diverse workplace environments;
- (d) Maintain secure, user-friendly digital platforms and portals to support Case Management, reporting, communication, and real-time information access;
- (e) Ensure seamless integration of Supplier systems with Customer technology (e.g., HRIS, payroll, scheduling systems) to reduce administrative burden;
- (f) Implement stringent privacy, confidentiality, and security measures in compliance with applicable legislation and industry standards (e.g., PIPEDA, PHIPA, FIPPA, MFIPPA);
- (g) Engage proactively with Customers, employees, unions, and other stakeholders to facilitate timely and collaborative service outcomes; and,
- (h) Support continuous improvement through performance measurement, reporting, stakeholder feedback, and ongoing system or process enhancements.

2.2 Category A – Disability Management Services

The Supplier shall provide comprehensive Disability Management Services to support employees and employers throughout the disability claim lifecycle, including, but not limited to:

- (a) Claim Intake and Initiation
- (b) Claim Adjudication
- (c) Case Management and Monitoring
- (d) Return to Work (“RTW”) Planning
- (e) Long Term Disability (“LTD”) Transition
- (f) Assessment Services
- (g) Mental Health Services
- (h) Independent Medical Evaluation (“IME”)

Items (a) through (e) collectively comprise the full claim lifecycle of Short-Term Disability (“STD”) and Adjudication Services, encompassing all stages from claim intake and initiation through RTW coordination and, where applicable, transition to long-term disability. Items (f) through (h) represent related and supporting Services, which may be delivered either in conjunction with or independently of the core STD Services, based on Customer requirements.

2.2.1 Claim Intake and Initiation

The Supplier shall provide Claim Intake and Initiation Services including, but not limited to:

- (a) Offer multiple accessible methods (e.g., secure online portal, telephone, text messaging, email, fax) for the employer to initiate and submit claims, including all initial medical documentation and workplace information provided by the employee;
- (b) Upon receipt of the claim from the employer, establish prompt contact with the employee (within one (1) business day) to clearly explain the claim process, provide personalized guidance, establish expectations, and verify details;
- (c) Conduct a thorough initial review and assessment of the submitted claim documentation, proactively identifying and promptly requesting any additional information or medical documentation needed from the employee or healthcare providers to complete the initial claim assessment;
- (d) Communicate an initial claim decision to both the employee and the employer clearly within four (4) business days of receiving complete and satisfactory medical documentation;
- (e) Ensure proactive, ongoing communication with employees and stakeholders, responding to all inquiries promptly, using diverse communication methods;
- (f) Conduct at least three (3) documented follow-up attempts using various communication methods if employee responsiveness is lacking, prior to recommending claim closure due to non-responsiveness, and notify the employer accordingly; and,
- (g) Initiate early discussions regarding RTW options, clearly communicating next steps and supporting resources to both the employee and employer, ensuring collaborative planning and proactive management from the outset.

2.2.2 Claim Adjudication

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

- (a) Conduct a fair, consistent, and timely Adjudication of claims, objectively assessing medical evidence and documentation to accurately determine claim eligibility;
- (b) Coordinate with healthcare providers and relevant medical professionals to verify medical details, confirm diagnoses, and clarify recommended treatment plans necessary for making informed Adjudication decisions;

- (c) Deliver clear and personalized guidance to both employees and employers throughout the Adjudication process, maintaining proactive communication focused on achieving a safe and timely RTW whenever possible;
- (d) Upon approval of the claim, promptly issue a clear, written confirmation detailing the decision rationale, benefit entitlement, payment schedule, and the commencement date, taking into account any applicable waiting period defined under the Customer's policy.;
- (e) In the case of claim denial, provide a detailed, written explanation of the denial decision to the employee and employer, clearly outlining the rationale and specifying what additional information or documentation may be required if applicable;
- (f) Offer comprehensive instructions for the appeal process within the denial notification, ensuring employees and employers understand clearly how to proceed if they wish to appeal the decision;
- (g) Conduct thorough and impartial appeal reviews within five (5) business days from receipt of the appeal request along with the necessary supporting documentation, and clearly communicate the outcome to the employee and employer;
- (h) Where applicable, actively engage and collaborate with union representatives throughout the Adjudication and appeal processes, ensuring transparency, clear communication, and appropriate support to all stakeholders; and,
- (i) Ensure that all Adjudication decisions (e.g., approvals, denials, appeals outcomes) and related communications are conveyed securely, clearly documented, and communicated promptly to all relevant parties.

2.2.3 Case Management and Monitoring

The Supplier shall provide Case Management and monitoring Services, including but not limited to:

- (a) Assign a dedicated and qualified case manager to oversee each claim, ensuring that all medical, procedural, and administrative aspects are effectively and proactively managed;
- (b) Initiate proactive early intervention through regular and consistent communication with employees and employers to facilitate effective recovery and successful RTW;
- (c) Regularly coordinate and communicate with healthcare providers to gather accurate and updated medical information, monitor treatment progress, and confirm ongoing medical recommendations;
- (d) Guide and assist employees in accessing appropriate medical treatment, rehabilitation programs, and other necessary support Services to facilitate optimal recovery outcomes;
- (e) Identify and communicate appropriate support resources and Services available to employers, assisting them with managing disability-related challenges and workplace adjustments effectively;
- (f) Conduct regular assessments of employee medical limitations and functional abilities to inform and facilitate appropriate RTW planning and workplace accommodations;
- (g) Provide informed recommendations to employers regarding suitable workplace modifications, accommodations, or adjustments, supporting well-informed and collaborative decision-making processes;
- (h) Recommend additional treatment evaluations or IMEs promptly and as necessary, clearly explaining the rationale and coordinating these assessments efficiently;
- (i) Utilize in-house medical advisors and other specialized internal experts to support complex Case Management, ensuring accuracy and high-quality management of each case;
- (j) Maintain proactive, consistent communication with both employees and employers through scheduled check-ins and updates at a minimum frequency of once per week, using multiple

communication methods (e.g., phone, email, text, video conferencing, in-person meetings when applicable); and,

- (k) Oversee all medical, legal, procedural, and administrative aspects of the claim meticulously, ensuring regulatory compliance, documentation accuracy, and comprehensive management of each claim from inception through resolution.

2.2.4 Return to Work (“RTW”) Planning

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

- (a) Develop customized and individual RTW strategies tailored to the specific medical conditions, functional abilities, and job roles of each employee;
- (b) Collaborate proactively with the employee, employer, healthcare providers, and other relevant stakeholders to design and implement effective RTW and workplace accommodation plans;
- (c) Conduct thorough individual assessments outlining the employee’s capabilities, restrictions, and recommended accommodations, clearly documenting and communicating these assessments to the employer to facilitate workplace readiness;
- (d) Provide expertise, guidance, and support in identifying, recommending, and implementing appropriate workplace accommodations or modifications necessary to support the employee’s successful and sustainable return;
- (e) Recognize and address workplace factors that may impact the employee’s recovery and successful reintegration, providing targeted support Services, guidance, and recommendations as needed;
- (f) Conduct structured RTW check-ins with employees and employers on a weekly basis or at a frequency mutually agreed upon with the Customer, monitoring ongoing progress, making necessary adjustments to RTW plans, and proactively addressing emerging issues or concerns;
- (g) Periodically request and review updated medical documentation or evaluations as necessary to assess ongoing recovery progress, functional improvements, and the employee’s readiness for full or modified duties;
- (h) Provide additional support Services including but not limited to Vocational Rehabilitation, counseling, or ergonomic assessments as appropriate to assist employees returning from an extended illness or injury, facilitating successful reintegration into the workplace;
- (i) Conduct a final follow-up one (1) week after successful return to full duties or claim resolution to ensure ongoing stability, address any residual issues, and confirm sustainable reintegration;
- (j) Clearly inform the employee and employer of the conclusion of STD benefits, outlining next steps including the transition to LTD Services if the employee remains unable to RTW and meets eligibility criteria.

2.2.5 Long Term Disability (“LTD”) Transition

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

- (a) Proactively identify employees whose medical conditions indicate potential eligibility for LTD benefits, initiating timely discussions with both employees and employers regarding the LTD transition process;
- (b) Coordinate the collection, organization, and secure transfer of all required medical documentation, assessment records, and supporting materials to facilitate a seamless transition from STD to the LTD provider;
- (c) Collaborate effectively with LTD insurance providers to ensure all necessary administrative processes and documentation requirements are completed accurately and in a timely manner, minimizing delays and disruptions in benefit continuity;

- (d) Maintain consistent, proactive communication and support for employees and employers throughout the LTD transition process, clearly outlining expectations, timelines, and required actions;
- (e) Provide dedicated assistance and guidance to employees diagnosed with complex medical conditions or requiring extensive ongoing treatment, ensuring they fully understand the transition to LTD benefits and available support Services; and,
- (f) Conduct final follow-ups with employees and employers to confirm successful hand-off to the LTD provider, addressing any residual concerns or issues to ensure a smooth and well-managed transition.

2.2.6 Assessment Services

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

- (a) Conduct thorough Cognitive and Physical Demands Analyses to accurately evaluate job roles, identify potential risks, and ensure alignment between employee capabilities and workplace responsibilities;
- (b) Provide Pre- and Post-Offer Testing designed to objectively measure a candidate's physical and cognitive suitability for specific job duties, effectively reducing workplace injury risk and enhancing employee job satisfaction;
- (c) Perform Functional Abilities Assessments to identify restrictions, limitations, or modifications required to prevent injuries or re-injuries related to routine workplace functions;
- (d) Offer professional Ergonomic Assessments and Consulting Services aimed at proactively preventing injuries, increasing workplace safety, optimizing productivity, and enhancing employee comfort and operational efficiency;
- (e) Provide Pharmacogenetic Testing Services that tailor medication management to an individual's unique genetic profile, reducing adverse reactions and improving treatment effectiveness;
- (f) Offer Pharmacist-Led Health Coaching Services to enhance medication adherence, optimize treatment outcomes, and support overall employee health management; and,
- (g) Conduct medical consultation and paper-based medical reviews, providing unbiased second opinions by qualified medical experts aligned with the National Standard for Psychological Health and Safety.

2.2.7 Mental Health Services

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

- (a) Offer a diverse and robust mental health ecosystem encompassing a wide range of support resources tailored to individual employee mental health and well-being needs;
- (b) Provide rapid access to specialized mental health professionals through structured programs, designed to reduce stress, manage anxiety, and promote optimal mental health outcomes for employees;
- (c) Deliver specialized Indigenous mental health counselling Services, respecting and addressing the unique cultural and linguistic needs of Indigenous employees, including Services available in traditional Indigenous languages; and,
- (d) Ensure all provided mental health Services and interventions align with and meet the requirements of the National Standard for Psychological Health and Safety, promoting workplace mental wellness and regulatory compliance.

2.2.8 Independent Medical Evaluation ("IME")

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

- (a) Offer unbiased and independent medical evaluations performed by qualified medical specialists across a broad spectrum of healthcare disciplines, ensuring impartiality and objective assessment;
- (b) Provide access to a wide range of medical specialties, including but not limited to general medicine, orthopedics, neurology, psychiatry, occupational medicine, and other relevant healthcare fields, to address diverse evaluation needs;
- (c) Conduct detailed Psychological and Neuropsychological Assessments performed by licensed professionals to objectively evaluate cognitive and psychological functioning in support of disability claim management decisions;
- (d) Facilitate secure, accurate, and timely communication of IME findings, conclusions, and recommendations to Customers, clearly outlining medical conditions, limitations, capabilities, and recommended accommodations; and,
- (e) Maintain strict adherence to confidentiality, regulatory standards, and professional ethics in the provision and documentation of all IME-related Services and assessments.

2.2.9 Financial Administration Tools

The Supplier shall proactively collaborate with Customers to support the financial administration of STD claims under the applicable funding structure. Services shall include, but are not limited to:

- (a) Self-Insured Claims – administering claims on behalf of Customers who retain direct financial responsibility for benefit payments, including Adjudication, Case Management, benefit payment recommendations, and RTW coordination. The Supplier shall provide timely communication of decisions and payment recommendations, robust reporting on claims experience, financial liabilities, and payment summaries, and clear acknowledgement that funding and risk remain with the Customer.
- (b) Insured Claims – administering claims where the Supplier, acting as the insurer, assumes full financial responsibility for funding and issuing benefit payments directly to eligible employees. The Supplier shall manage Adjudication, Case Management, direct payments, and RTW coordination, while providing comprehensive reporting on claim experience, premiums, and payment statuses to ensure transparency and effective Customer oversight.

2.3 Category B – Worker’s Compensation Claim Management

The Supplier shall provide Workers’ Compensation Claim Management Services, in collaboration with the WSIB or the applicable provincial/territorial authority, including but not limited to:

- (a) Claim Intake and Administration
- (b) Claim Adjudication Support
- (c) Case Management and Monitoring
- (d) Appeals and Hearing Support
- (e) Return-to-Work (“RTW”) Coordination
- (f) Training and Education

2.3.1 Claim Intake and Administration

The Supplier shall provide claim intake and administration Services, including but not limited to:

- (a) Supporting employers and employees to complete and submit required reports, forms, and documentation to WSIB or the applicable authority;
- (b) Offering multiple secure intake channels (e.g., online portal, telephone, email) for claims submission and document exchange; and,
- (c) Maintaining accurate, up-to-date case files accessible to authorized Customer representatives.

2.3.2 Claims Adjudication Support

The Supplier shall provide claims adjudication support Services, including but not limited to:

- (a) Liaising with WSIB or the applicable authority to confirm eligibility, coverage, and entitlements;
- (b) Providing objective medical/file reviews and classification guidance to support accurate assessment of claims; and,
- (c) Advising on injury/illness coding, reporting requirements, and premium impact to ensure compliance and cost accuracy.

2.3.3 Case Management and Monitoring

The Supplier shall provide Case Management and monitoring Services, including but not limited to:

- (a) Assigning dedicated case managers to coordinate communication among employers, employees, healthcare providers, and WSIB/authority representatives;
- (b) Monitoring treatment progress, rehabilitation activities, and restrictions to support timely recovery; and,
- (c) Providing proactive status updates and next-step guidance to Customers.

2.3.4 Appeals and Hearing Support

The Supplier shall provide appeals and hearing support Services, including but not limited to:

- (a) Preparing documentation and case files for objections, appeals, and tribunal hearings;
- (b) Coordinating professional representation, where applicable; and,
- (c) Advising Customers on risks, options, and potential outcomes at each stage of the appeal process.

2.3.5 Return-to-Work (“RTW”) Coordination

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

- (a) Designing customized RTW plans in collaboration with WSIB/authority, employers, and employees;
- (b) Recommending accommodations or transitional duties aligned with functional abilities; and,
- (c) Monitoring RTW progress and making adjustments to support sustainable outcomes.

2.3.6 Training and Education

The Supplier shall provide training and education Services, including, but not limited to:

- (a) Delivering training for employer representatives and supervisors on WSIB/authority processes, documentation, and compliance obligations; and,
- (b) Providing ongoing educational resources to enhance workplace understanding of compensation procedures and prevention strategies.

2.4 Category C – Employee and Family Assistance Program (“EFAP”)

The Supplier shall provide Employee and Family Assistance Program (“EFAP”) Services that are confidential, accessible, and designed to support the health, well-being, and productivity of employees and their eligible family members, including, but not limited to:

- (a) Providing 24/7/365 access through multiple channels (e.g., telephone, video, in-person scheduling, secure web/app, text/chat), ensuring immediate support for employees and family members and timely connection to appropriate Services;

- (b) Delivering short-term, solution-focused counselling Services by qualified and credentialed professionals (e.g., psychologists, social workers, counsellors), available through multiple modalities including but not limited to in-person, telephone, video, or secure digital platforms;
- (c) Offering critical incident response and trauma-informed support following workplace accidents, sudden deaths, or other traumatic events, including on-site or virtual interventions and post-incident follow-up;
- (d) Providing work-life advisory Services and resources, including legal, financial, childcare, eldercare, and other practical supports to assist employees and families;
- (e) Offering health, wellness, and coaching programs to address physical health, stress management, nutrition, lifestyle, and overall resilience;
- (f) Supporting diverse employee populations through culturally responsive Services, including Indigenous-focused supports, multilingual Service capacity, and accessibility compliance (e.g., AODA);
- (g) Providing organizational support, including manager consultations, workplace interventions, and leader resources to address employee performance, attendance, or well-being concerns;
- (h) Delivering program launch, education, and awareness activities to promote utilization and ensure employees and managers understand available Services;
- (i) Maintaining aggregate and de-identified reporting on program utilization, presenting issues, and outcomes to support organizational planning and continuous improvement; and,
- (j) Ensuring strict confidentiality and privacy in accordance with applicable legislation and industry standards (e.g., PHIPA, PIPEDA), supported by secure Case Management and reporting systems.

2.4.1 Optional Student Assistance Program

The Supplier should provide a student assistance program designed to promote the mental health, well-being, and academic success of students through accessible, confidential, and student-centered Services, including, but not limited to:

- (a) 24/7/365 access to support through multiple channels (e.g., telephone, live chat, secure web/app, video, or in-person sessions), ensuring timely, confidential connection to qualified professionals, with access extended to students temporarily residing outside of Canada;
- (b) Counselling and mental health support delivered by licensed professionals (e.g., psychologists, psychotherapists, social workers, counsellors) addressing issues including but not limited to stress, anxiety, depression, grief, harassment, addictions, anger management, life transitions, and interpersonal or academic challenges, with referrals to specialized Services when required;
- (c) Coaching and life-skills development, including time management, study skills, organization, career and academic planning, personal growth, and resilience coaching;
- (d) Health and wellness programs focused on mindfulness, stress reduction, nutrition, smoking cessation, women's health, and holistic wellness through workshops, webinars, and digital learning;
- (e) Work-life and dependent support, providing access to practical resources and consultations for childcare, eldercare, financial, and legal concerns, including resource locator tools and life coaching;
- (f) Culturally responsive and inclusive Services, including multilingual counselling, Indigenous-focused supports, and accommodations for students with accessibility or equity needs;
- (g) Digital self-help and e-learning tools, including but not limited to online Cognitive Behavioural Therapy programs, health libraries, interactive courses, and virtual peer-support resources to enhance engagement and self-management;
- (h) Integration with institutional wellness and academic Services, ensuring coordinated support with campus counselling, accessibility, and student success offices; and,

- (i) Aggregate, de-identified reporting on program utilization, presenting concerns, and outcomes to support institutional planning, while maintaining strict confidentiality and compliance with applicable privacy legislation.

2.5 Category D – Legislative Leave of Absence (“LOA”) Administration

The Supplier shall provide Legislative Leave of Absence (“LOA”) Administration Services, including but not limited to:

- (a) Manage and administer a full range of LOA requests, including but not limited to maternity leave, parental leave, caregiver leave, medical leave, and other legislated voluntary and involuntary leaves, in accordance with applicable provisions of the *Employment Standards Act* (“ESA”);
- (b) Provide dedicated bilingual intake specialists who clearly and accurately communicate with employees in their preferred language, ensuring effective understanding of rights, responsibilities, and procedures associated with their leave requests;
- (c) Maintain a secure, accurate, and comprehensive leave management system that effectively registers, tracks, and monitors the type, duration, status, and key dates associated with each leave, providing real-time reporting capabilities accessible to authorized Customer representatives;
- (d) Conduct prompt and accurate initial eligibility determinations for each LOA request, clearly communicating decisions and providing comprehensive written notices outlining the employee’s entitlements, obligations, and rights under the applicable legislation and leave policies;
- (e) Compile, organize, and securely store all required documentation, including medical certifications and supporting materials, ensuring completeness and accuracy to support each leave request;
- (f) Respond promptly, accurately, and courteously to all employee inquiries and communications regarding their leave status, rights, and obligations, maintaining consistent and proactive engagement throughout the leave period;
- (g) Actively monitor and manage ongoing leave cases, ensuring timely follow-up on required documentation, medical updates, and procedural compliance, mitigating potential administrative or regulatory risks for Customers.
- (h) Coordinate and facilitate appropriate RTW or remain-at-work planning and support Services for employees transitioning back to their roles following completion of their LOA; and,
- (i) Ensure ongoing compliance with applicable employment standards legislation, internal organizational policies, and relevant collective bargaining agreements, maintaining robust documentation and audit trails throughout the LOA process.

2.6 Implementation and Onboarding

The Supplier shall provide support with the implementation and onboarding process of Services across all Categories, including but not limited to:

- (a) Establishing clearly defined roles, responsibilities, and accountabilities for Supplier and Customer teams to support effective collaboration throughout the onboarding process;
- (b) Conducting a review of the Customer’s existing policies, processes, and systems to assess readiness, identify integration requirements, and recommend enhancements or adjustments;
- (c) Collaborating with Customers to develop and implement onboarding and transition plans, including measurable timelines, milestones, and responsibilities;
- (d) Providing virtual training sessions at no additional cost to Customer stakeholders (e.g., Human Resources (“HR”), supervisors, managers, union representatives, where applicable) to ensure a clear understanding of systems, processes, and available resources;
- (e) Delivering communication tools and resources (e.g., user guides, templates, awareness materials) to support effective program launch and ongoing engagement;

- (f) Providing dedicated post-implementation support to address operational issues promptly, ensuring smooth Service integration and continuity; and,
- (g) Facilitating a seamless transition from incumbent Service providers, where applicable, in a secure and timely manner with minimal disruption to employees and Customers.

2.7 Documentation and Reporting

The Supplier shall provide accurate, timely, and secure documentation and reporting to support effective oversight, decision-making, and compliance,, including but not limited to:

- (a) Establishing clear reporting protocols, including the frequency, format, and content of standard reports as agreed with Customers;
- (b) Provide ad-hoc reporting Services upon Customer request, including but not limited to specialized trend analysis, detailed compliance audits, or custom data insights as required;
- (c) Ensuring that all documentation and records related to Services are complete, accurate, and securely maintained
- (d) Making reports and records accessible to authorized Customer representatives through secure digital platforms with role-based access controls
- (e) Providing aggregate or de-identified reporting where individual confidentiality must be protected; and,
- (f) Supporting compliance with applicable legislation and Customer requirements by maintaining comprehensive records and audit-ready documentation throughout the Service delivery lifecycle.

2.8 Training and Knowledge Transfer

The Supplier shall provide structured training and knowledge transfer Services, including but not limited to:

- (a) Delivering comprehensive initial training sessions for key Customer stakeholders (e.g., HR personnel, supervisors, managers, and other designated representatives) through virtual or online platforms, provided at no additional cost, to ensure clear understanding and effective use of the Supplier's systems, processes, and tools;
- (b) Providing all training materials, user manuals, guides, and reference resources required to support the Services at no additional cost to the Customer;
- (c) Offering ongoing scheduled training and updates covering changes to legislation, system enhancements, processes, and industry best practices to support continuous knowledge and compliance;
- (d) Upon Customer request, providing in-person training sessions to support implementation, onboarding, or program changes, in accordance with the terms agreed upon between the Customer and the Supplier; and,
- (e) Establishing feedback mechanisms to evaluate training effectiveness, incorporating Customer input to continuously improve training quality and relevance.

2.9 Regulatory Compliance and Audits

The Supplier shall provide rigorous regulatory compliance and audit Services, including but not limited to:

- (a) Maintaining policies, procedures, and controls to ensure compliance with all relevant provincial and federal legislation, including but not limited to the *Accessibility for Ontarians with Disabilities Act* ("AODA"), the *Accessibility for Manitobans Act* ("AMA"), the *Accessible Canada Act* ("ACA"), the Ontario Human Rights Code, the *Employment Standards Act* ("ESA"), and applicable privacy legislation (e.g., PHIPA, PIPEDA, FIPPA, MFIPPA);
- (b) Cooperating with Customer or OECM audit requests, providing timely and accurate documentation, evidence, and access to information necessary to verify compliance;
- (c) Conducting regular internal reviews of Service delivery processes to ensure accuracy, fairness, and adherence to legislation, regulatory requirements, and industry best practices;

- (d) Preparing and submitting accurate and timely reports required by Customers or regulatory bodies, where applicable; and,
- (e) Proactively monitoring regulatory and legislative changes relevant to the Services provided and advising Customers of potential impacts, along with recommended actions to ensure continued compliance.

2.10 Customer Support Services

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

- (a) Establishing clearly defined support Services for end users (e.g., employees, family members, HR staff, managers), including helpdesk resources, hours of operation, and standardized response time;
- (b) Providing dedicated account management resources to support Customers with Service delivery, coordination, and resolution of complex or escalated issues; and,
- (c) Implementing clear escalation protocols to ensure that sensitive or urgent matters are promptly addressed by senior or specialized personnel, with timely communication back to Customers.

2.11 Privacy Management

The Supplier shall ensure robust privacy management practices, including but not limited to:

- (a) Implement secure methods to verify individual identities and strictly control access to personal and medical information, ensuring only authorized and verified personnel can access sensitive data, maintaining confidentiality in compliance with applicable privacy legislation including but not limited to *Personal Health Information Protection Act* (“PHIPA”);
- (b) Obtain clear, informed consent from individual before collecting, sharing, or processing any personal or medical information, clearly documenting the consent process;
- (c) Collect, use, retain, and disclose personal information only as defined in the Master Agreement, the Customer-Supplier Agreement (“CSA”), and as authorized by the Customer;
- (d) Manage the secure release of personal information strictly in accordance with applicable privacy legislation, maintaining clear documentation and audit trails of information disclosure;
- (e) Maintain stringent data security measures, including data encryption, confidentiality protocols, and compliance with relevant privacy regulations including but not limited to the *Personal Information Protection and Electronic Documents Act* (“PIPEDA”), to ensure secure handling and storage of sensitive information;
- (f) Conduct periodic internal privacy training for Supplier personnel handling sensitive information, reinforcing strict adherence to privacy policies, confidentiality requirements, and regulatory compliance; and,
- (g) Notify the Customer’s designated contacts promptly of any significant security or privacy incidents and cooperate fully to mitigate any potential impact and support timely resolution.

2.12 Security and Privacy Assessment Tools

The Supplier shall provide security and privacy assessment tools including, but not limited to:

2.12.1 Higher Education Community Vendor (“HECVAT”)

The Supplier shall provide, if requested by the Customer, software that meets the security and privacy needs of Customers through HECVAT including, but not limited to:

- (a) Completing the HECVAT questionnaire when executing a CSA, providing detailed information about their security and privacy practices to Customers upon request;
- (b) Ensuring that the HECVAT is kept current and reflects any changes or updates to their security and privacy practices. This includes periodic reviews and updates to address evolving threats, regulatory changes, or modifications to their Services; and,

- (c) Making the HECVAT documentation readily accessible to Customers for review purposes. This includes providing access to the HECVAT upon request and facilitating timely access to updated versions as needed.

2.12.2 Vendor Application Security Profile (“VASP”)

The Supplier shall provide, if requested by the Customer, software that meets the security and privacy needs of Customers through VASP, including, but not limited to:

- (a) Completing the VASP questionnaire when executing a CSA, providing detailed information about their security and privacy practices to Customers upon request;
- (b) Ensuring that the VASP is kept current and reflects any changes or updates to their security and privacy practices. This includes periodic reviews and updates to address evolving threats, regulatory changes, or modifications to their Services; and,
- (c) Making the VASP documentation readily accessible to Customers for review purposes. This includes providing access to the VASP upon request and facilitating timely access to updated versions as needed.

2.13 Continuous Improvement

The Supplier shall implement and maintain a structured continuous improvement plan to ensure ongoing enhancement of Services, including but not limited to:

- (a) Scheduling and conducting regular performance reviews (e.g., quarterly business reviews) with Customers to evaluate the Supplier’s performance against established Service-level agreements (“SLAs”), quality standards, and compliance benchmarks, while identifying actionable areas for improvement;
- (b) Establishing accessible feedback channels to enable end users (e.g., employees, family members, HR staff, and other stakeholders) to provide timely input regarding Service experience, effectiveness, and opportunities for improvement;
- (c) Regularly analyzing collected feedback and performance data to identify Service gaps, trends, and opportunities, and implementing corrective actions and preventive measures to enhance overall Service quality and Customer satisfaction;
- (d) Maintaining transparency by clearly communicating the outcomes of reviews, feedback analyses, and implemented improvements to Customers through formal reporting mechanisms;
- (e) Monitoring and benchmarking industry best practices, regulatory updates, and technological advancements, and proactively integrating relevant improvements into Service delivery; and,
- (f) Providing periodic updates and reports summarizing continuous improvement initiatives, documenting enhancements made, planned actions, and measurable outcomes achieved in Service quality and performance.

2.14 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.

2.15 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 OEMC 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 OEMC shall be considered an approval by OEMC for the Supplier to carry on such activity without the requisite licence, right to use or approval.

2.16 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.

2.17 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.

2.18 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) Customer name and location;
- (b) Customer purchase order number (if applicable) and order date;
- (c) Description of Services provided, quantities and Rates; and,
- (d) Harmonized Sales Tax (“HST”) and total cost.

2.18.1 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, 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.

2.19 Rates

The proposed Service Rates per Category shall be firm maximum Rates for the first two (2) years of the Master Agreement and shall be:

- (a) Maximum Rates applicable to all Customers;
- (b) Minimum percentage discount off Supplier's price list;
- (c) In Canadian funds and shall include all applicable costs, including, but not limited to overhead, materials, fuel, fuel surcharge, duties, tariffs and carriage, delivery, office support, profit, permits, licences, labour, insurance, and Workplace Safety Insurance Board costs and all other overhead, office support, profit, licenses including any fees or other charges required by law; and,
- (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 Customers, shall not exceed the Master Agreement Rates.

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

Rates, pick up and delivery fees, related logistical arrangements, and provincial specific terms, if any, for Customers located outside Ontario shall be mutually negotiated and agreed upon between the Supplier and the Customer when executing a CSA or placing an order after a CSA has been executed. These negotiated terms shall not conflict with the provisions of the Master Agreement, which shall remain in full force and effect for all Customers, regardless of location.

2.19.1 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) Early payment discount for Customers;

- (b) Volume based discounts tied to higher case or service volumes;
- (c) Discounts for Customers who make a commitment to a multi year CSA, and,
- (d) Overall growth;
- (e) Reduced implementation or onboarding costs for Customers engaging in multiple Categories of Services; and,
- (f) Tiered or bundled pricing incentives for Customers who expand their scope of Services or consolidate multiple Categories under one Supplier.

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

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

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

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

2.19.3 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-point nine five percent (2.95%) on all Services invoiced by the Supplier to the Customers throughout the Term.

CRF will be calculated as follows:

EXAMPLE OF HOW CRF WILL BE CALCULATED WITH A CRF = 2.95%				
Sales per Quarter	Calculation	CRF	HST	Total CRF Payment to OECM
If Supplier has \$100,000 total sales in first quarter	\$100,000 x 2.95% CRF	\$2,950	\$383.50	\$3,333.50
If Supplier has \$200,000 total sales in second quarter	\$200,000 x 2.95% CRF	\$5,900	\$767.00	\$6,667.00
If Supplier has \$50,000 total sales in third quarter	\$50,000 x 2.95% CRF	\$1,475	\$191.75	\$1,666.75
If Supplier has \$50,000 total sales in fourth quarter	\$50,000 x 2.95% CRF	\$1,475	\$191.75	\$1,666.75
Total CRF Payment to OECM for <u>first year of the Master Agreement</u>:				\$13,334

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 (e.g., setting up a Supplier's account from the Customer's current agreement/purchasing arrangement)] 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 second and fourth anniversary of the Master Agreement.

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' second and fourth anniversary if requesting a Rate refresh.

As part of any review OECM will consider Rate adjustments that reflect changes in operation, adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, and fluctuations in foreign exchange rates as published by the Bank of Canada, tariffs, or ordinances.

Any Rate refresh request from a Supplier must be accompanied by supporting documentation (e.g., detailed calculations and individual Customer impact analysis,) 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 throughout the Term 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, 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 Service 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, per Category 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 Points	360 Points
Stage III	Commercial Response	3.4	400 Points	Not Applicable
Stage IV	Cumulative Score	3.5	1000 Points	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) for Category/ Categories being Proposed	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 per Category

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

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

There are two (2) types of Technical Response questions:

- (a) Technical Response questions applicable to all Categories; and,
- (b) Technical Response questions specific to a Category.

If a Proponent is submitting a Proposal for more than one (1) Category, the Technical Response questions applicable to all Categories (i.e., as noted in OTP in the main lot) should be answered only once while Technical Response questions applicable to a specific Category (i.e., as noted in OTP in the Category specific lots), should only be answered for each specific Category being proposed.

For example, if a Proponent is submitting a Proposal for Category B and Category C, the Proponent should answer Technical Response questions applicable to all Categories (i.e., as noted in OTP in the main lot), and Technical Response questions specific to Categories B and C (i.e., as noted in OTP in the Category specific lots).

Only Proposals, per Category that meet or exceed the minimum thresholds will receive a **pass** in this stage and proceed to Stage III of the evaluation process. While the overall threshold for the Technical Response is sixty percent (60%) or three hundred sixty points (360). There are two (2) individual sections with minimum thresholds of fifty percent (50%) each and three (3) individual sections with no minimum thresholds.

Point allocations for the Technical Response sections are as follows:

Technical Response Sections	Available Points	Minimum Threshold, if any
1. Proponent's Skills, Experience and Qualifications	150 Points	75 Points
2. Project Examples and Methodology	110 points	55 Points
3. Service Delivery and Operational Approach	170 Points	Not Applicable
4. Technology, Integration, and Data Security	50 Points	Not Applicable
5. Environmental, Social and Governance (ESG) Considerations	120 Points	Not Applicable
TOTAL POINTS:	600 Points	360 Points

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

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

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

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

3.4 Stage III – Commercial Response per Category

The Proponent **must** complete and upload Appendix B – Commercial Response, in Microsoft Excel format only, for the specific Category being proposed 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, for each Category are as follows:

Commercial Response Sections	Available Points per Category			
	Category A	Category B	Category C	Category D
Core Services Delivery	240 Points	270 Points	300 Points	280 Points
Implementation Services	40 Points	60 Points	100 Points	90 Points
Ad – Hoc Services	15 Points	30 Points	Not Applicable	30 Points
Related Services	65 Points	-	-	-
Volume Based Discount	40 Points	40 Points	Not Applicable	Not Applicable
Incentives to Customers	Not Applicable	Not Applicable	Not Applicable	Not Applicable
TOTAL POINTS:	400 Points	400 Points	400 Points	400 Points

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

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

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR IMPLEMENTATION SERVICES		
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 \100×100 Points	100 Points
If Proponent 2 proposes the second lowest Rate of \$200.00, it would receive 50% of the points allocated.	$\$100 \div \200×100 Points	50 Points
If Proponent 3 proposes the third lowest Rate of \$400.00, it would receive 25% of the points allocated.	$\$100 \div \400×100 Points	25 Points

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

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

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

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

3.5 Stage IV – Cumulative Score

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

Subject to the express and implied rights of OECM; the three (3) Proponents with the highest scoring Eligible Proposals per Category may become the Preferred Proponents, and be invited to negotiations, as further described below.

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

3.6 Stage V – Tie Break Process

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

3.7 Stage VI – Negotiations

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

The negotiations may include:

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

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

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

3.8 Stage 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 OECCM 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:

Request for Proposals Timetable	
Event	Time/Date
OECCM's Issue Date of Request for Proposals:	November 17, 2025
Proponent's Information and Ontario Tenders Portal Demonstration Session:	2:00 pm on November, 24, 2025
Proponent's Deadline to Submit Questions:	5:00 pm on November, 27, 2025
OECCM's Deadline for Issuing Answers:	December 2, 2025
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on December, 5, 2025
OECCM's Deadline for Issuing Final Documents:	December 10, 2025
Closing Date:	2:00:00 pm on December, 19, 2025
Anticipated Master Agreement Start Date:	March, 2026
All times specified in this timetable are local times in Toronto, Ontario, Canada	

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

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

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

4.1.2 Proponent's Information and OTP Demonstration Session

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

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

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

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

Information provided during this session will be posted on OTP.

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

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

4.1.3 Proponent to Follow Instructions

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

4.1.4 OECM's Information in RFP Only an Estimate

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

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

4.1.5 Proponent's Costs

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

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

4.2 Communication after RFP Issuance

4.2.1 Communication with OECM

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

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

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

4.2.2 Proponent to Review RFP

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

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

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

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

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

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

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

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

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

4.2.3 Proponent's Intent to Submit Proposal

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

4.2.4 Proponent to Notify

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

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

The Proponent shall not:

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

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

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

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

4.3.15 Proposal Acceptance

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

4.3.16 RFP Incorporated into Proposal

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

4.3.17 Exclusivity of Contract

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

4.3.18 Substantial Compliance

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

4.3.19 No Publicity or Promotion

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

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

4.4 Negotiations, Timelines, Notification and Debriefing

4.4.1 Negotiations with Preferred Proponent

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

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

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

4.4.2 Failure to Execute a Master Agreement

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

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

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

4.4.3 Master Agreement

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

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

4.4.4 Notification to Other Proponents

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

4.4.5 Debriefing

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

4.4.6 Bid Dispute Resolution

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

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

A protest in writing should include the following:

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

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

4.5 Prohibited Communications, and Confidential Information

4.5.1 Confidential Information of OECM

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

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

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

4.5.2 Confidential Information of the Proponent

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

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

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

4.5.3 Proponent's Submission

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

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

4.5.4 Personal Information

Personal Information shall be treated as follows:

- (a) Submission of information – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide Services unless specifically requested. OECM shall maintain the information for a period of seven (7) years from the time of collection. Should OECM request such information, OECM will treat this information in accordance with the provisions of this Section;
- (b) Use – Any personal information as defined in the *Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5* that is requested from a Proponent by OECM shall only be used to select the qualified individuals to undertake the Services and to confirm that the work performed is consistent with these qualifications; and,
- (c) Consent – It is the responsibility of the Proponent to obtain the consent of such individuals prior to providing the information to OECM. OECM will consider that the appropriate consents have been obtained for the disclosure to and use by OECM of the requested information for the purposes described.

4.5.5 Non-Disclosure Agreement

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

4.5.6 Freedom of Information and Protection of Privacy Act

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

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

4.5.7 Municipal Freedom of Information and Protection of Privacy Act

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

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

4.5.8 Intellectual Property

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

4.6 Reserved Rights and Governing Law of OECM

4.6.1 General

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

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

previously breached an agreement with OECM, or has otherwise failed to perform such agreement to the reasonable satisfaction of OECM (i.e., has not submitted required reporting and/or Cost Recovery Fees to OECM);

- (k) Disqualify any Proponent, who, in relation to this RFP or the evaluation and selection process, has engaged directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the Supplier.
- (l) Disqualify the Proponent who has been charged or convicted of an offence in respect of an agreement with OECM, or who has, in the opinion of OECM, engaged in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion, unethical conduct, including lobbying as described above or other forms of deceitfulness, or other inappropriate communications offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of OECM, or where the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM;
- (m) Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal;
- (n) Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (o) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (p) Reject a Subcontractor proposed by a Proponent within a Consortium;
- (q) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;
- (r) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
 - i. OECM determines it would be in the best interest of OECM not to award a Master Agreement,
 - ii. the Proposal prices exceed the bid prices received by OECM for Services acquired of a similar nature and previously done work,
 - iii. the Proposal prices exceed the costs OECM or its Customers would incur by doing the work, or most of the work, with its own resources,
 - iv. the Proposal prices exceed the funds available for the Services, or,
 - v. the funding for the acquisition of the proposed Services has been revoked, modified, or has not been approved,and where OECM cancels this RFP, OECM may do so without providing reasons, and OECM may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing;
- (s) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal;
- (t) Accept any Proposal in whole or in part;
- (u) If OECM receives a Proposal from a Proponent with Rates that are abnormally lower than the Rates in other Proposals, OECM may verify with the Proponent that the Proponent satisfies the conditions for participation and is capable of fulfilling the Master Agreement; or,
- (v) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM and/or its Customers or is otherwise engaged in a dispute with OECM and/or its Customers;

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

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

4.6.2 Rights of OECM – Proponent

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

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

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

4.6.3 No Liability

The Proponent agrees that:

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

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

4.6.4 Assignment

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

4.6.5 Entire RFP

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

4.6.6 Reservation of Copyright

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

4.6.7 Priority of Documents

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

4.6.8 Disqualification for Misrepresentation

OECM may disqualify the Proponent or rescind a Master Agreement subsequently entered if the Proponent's Proposal contains misrepresentations or any other inaccurate, misleading or incomplete information.

4.6.9 References and Past Performance

The evaluation may include information provided by the Proponent's references and may also consider the Proponent's past performance with OECM and/or its Customers.

4.6.10 Cancellation

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

4.6.11 Competition Act

Under Canadian law, a Proposal must be prepared without conspiracy, collusion, or fraud. For more information, refer to the Competition Bureau website at <http://www.competitionbureau.gc.ca/eic/site/cb-bc.nsf/eng/home>, and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34.

4.6.12 Trade Agreements

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

For more information, refer to the following:

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

4.6.13 Governing Law

The terms and conditions in this Part 4:

- (a) Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);

- (b) Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and,
- (c) Are to be governed by and construed in accordance with the laws of the province or territory within which the Customer is located and the federal laws of Canada applicable therein.

[End of Part 4]

APPENDIX A – FORM OF MASTER AGREEMENT

This Appendix is posted as a separate PDF document.

APPENDIX B – COMMERCIAL RESPONSE

The Proponent must complete this Appendix, posted as a separate Microsoft Excel document, and upload it into OTP for the Category/Categories being proposed.

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

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

Final reporting requirements will be determined during negotiations.

APPENDIX D – SUPPLIER PERFORMANCE MANAGEMENT SCORECARD

Master Agreement performance means the Supplier aligns with 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 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 Services to the Master Agreement; and,
- (c) Master Agreement termination.

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

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

Supplier Provided Customer Performance Measures			
Key Performance Indicator	Performance Measurement	Performance Goal	Penalties
Service Request Response Time	Initial contact or acknowledgement provided within one (1) Business Day of receiving a new service request.	98% of the time	Escalation to Account Manager; may negatively impact performance evaluation.
Service Delivery Timeliness	Services initiated or completed within the agreed timeline after receiving all required information.	95% of the time	Negative impact on performance evaluation; repeated non-compliance may lead to service review or escalation.
Complaint Resolution Timeliness	Customer and Participant complaints resolved or formally responded to within two (2) Business Days of receipt	98% of the time	Escalation to Account Manager; may negatively impact performance evaluation.
Accuracy of Service Delivery	Percentage of service activities, determinations, or documentation completed without error or requiring correction.	98% of the time	Negative impact on performance evaluation; repeated issues may result in service audit or remedial action plan.
Customer Satisfaction	High level of satisfaction measured through an annual Customer survey focused on responsiveness, communication quality, and service effectiveness.	90% Satisfaction	Negative impact on performance evaluation.
Participant Satisfaction	High level of satisfaction measured through an annual end-user or participant survey focused on accessibility, support, and communication.	90% Satisfaction	Negative impact on performance evaluation.
Data Privacy and Security	Zero (0) non-compliance incidents	100% of the time	Immediate escalation to OECM and Customer; may result in service suspension or termination of Master Agreement for cause.
Reporting Timeliness and Accuracy	Submission of required reports to Customers by agreed-upon deadlines (weekly, monthly, quarterly) with complete and accurate data.	98% accuracy	Negative impact on performance evaluation.

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

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

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

Penalties and Rewards

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

APPENDIX E – OECEM'S SUPPLIER CODE OF CONDUCT

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

[End of Document]