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DECARBONIZATION AND ENERGY MANAGEMENT SOLUTIONS

REQUEST FOR SUPPLIER QUALIFICATIONS #2026-508

Request for Supplier Qualifications Timetable	
Event	**Time/Date**
OECM's Issue Date of Request for Supplier Qualifications:	May 6, 2026
Proponent's Information and Ontario Tenders Portal Demonstration Session:	2:00 pm on May 12, 2026
Proponent's Deadline to Submit Questions:	5:00 pm on May 25, 2026
OECM's Deadline for Issuing Answers:	June 4, 2026
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on June 11, 2026
OECM's Deadline for Issuing Final Documents:	June 17, 2026
Proponent's Intent to Submit a Proposal:	June 23, 2026
Closing Date:	2:00:00 pm on June 29, 2026
Anticipated Master Agreement Start Date:	September/October 2026
All times specified in this timetable are local times in Toronto, Ontario, Canada	

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

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PART 1 – INTRODUCTION

1.1 Overview of RFSQ

OECM is issuing this non-binding Request for Supplier Qualifications ("RFSQ") and is an invitation to obtain Proposals from qualified Proponents for Decarbonization and Energy Management Solutions ("Services") as described in Part 2 – Deliverables to OECM Customers as defined in Section 1A2.

The RFSQ is issued to identify and qualify Suppliers capable of assisting Customers through strategic partnerships that deliver Decarbonization and Energy Management Solutions aimed at safeguarding and improving the Customers operational capabilities. The intent of this RFSQ is not solely to assess existing technical offerings, but to evaluate Proponent's ability to collaborate, innovate, and together with Customers develop capabilities that enable measurable, scalable, and financially viable Decarbonization and Energy Management Solutions.

These Services will reduce energy consumption and deliver operational savings, eliminate energy wastage, improve buildings / facilities, equipment and systems, meet Customer decarbonization objectives and, where desired, will deliver energy generation measures.

OECM recognizes that achieving meaningful decarbonization will require integrated solutions, evolving technologies, and adaptive approaches that extend beyond traditional transactional supplier relationships. As such, the Supplier shall possess a strong commitment to shared innovation, knowledge exchange, partnership-based delivery models, and who work collaboratively with Customer's internal teams and stakeholders.

In addition to technical and delivery capabilities, Proponents are expected to demonstrate experience in supporting financial modeling, economic analysis, and Project prioritization to inform investment decisions. This includes the ability to develop and apply financial models that assess costs, risks, returns, and emissions impacts, and to support the prioritization and sequencing of decarbonization initiatives based on value, feasibility, and strategic alignment.

OECM is also seeking Suppliers that can provide flexible financing (e.g., either themselves or from a third party) to meet individual Customer needs such as payback terms and allocation of savings to repay financing.

Refer to Part 2 – The Deliverables for a full description of the requirements. This RFSQ will serve as the foundation for future engagement models that may include pilot Projects, joint development initiatives, and ongoing collaboration to accelerate decarbonization efforts across OECM's Customers' operations.

1.2 Ineligible Proponents / Bidding Restriction

Effective March 4, 2025, the Ontario government, under the authority of the *Management Board of Cabinet Act* and the *Broader Public Sector Accountability Act, 2010*, issued the Procurement Restriction Policy designed to restrict United States of America ("U.S.") Businesses ("U.S. Business") from accessing public sector procurements in Ontario in response to U.S. tariffs on Canadian products and services. The Procurement Restriction Policy applies to all public sector entities and designated Broader Public Sector organizations. OECM will continue to monitor this restriction.

For this RFSQ, the Proponent must not be a 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.

1.3 Supplier Experience and Qualifications

OECM is committed to establishing a framework (including the Master Agreement and documentation for optional use by Customers), that promotes and enables collaborative working between Customers and the Supplier in a manner that enhances the operationality capability of Customers, delivers greater certainty of invested resources, better through-life value, fosters innovation and achieves collective commitment and accountability.

This approach will move away from a traditional transactional model to a relational approach that incentivizes a through-life focus on outcomes, targeted to enhance operational capability and supports operational resilience and sustainability.

All proposed solutions, including innovative approaches, shall be implementable, and aligned with applicable regulatory, operational, and financial requirements of the Customer.

The Supplier shall possess appropriate expertise, experience, knowledge and qualifications including, but not limited to:

(a) Technical capability, organizational capacity, financial strength and access to financing to deliver end to end decarbonization solution Services at scale, including emissions-reduction, and energy-transition solutions;

(b) Guaranteeing energy savings to offset Project costs;

(c) Access to qualified personnel with expertise in climate science, engineering, energy systems, sustainability, or related disciplines;

(d) Professional credentials, certifications, or accreditations relevant to decarbonization and climate Services (e.g., Greenhouse Gas ("GHG") accounting, energy management, engineering, Project management);

(e) Ability to tailor approaches to Customer-specific operational, regulatory, and financial contexts;

(f) Understanding of applicable regulatory, policy, and reporting requirements related to climate and decarbonization Services;

(g) Established quality assurance, risk management, and data governance practices; and,

(h) Commitment to ethical, transparent, and responsible business practices.

1.4 Objectives of this RFSQ

Through this RFSQ, OECM aims to:

(a) Establish a pre-qualified list of Suppliers capable of supporting the planning, development, delivery of end-to-end Decarbonization and Energy Management Solution Services across Ontario and Canada;

(b) Ensure the Supplier has alignment with applicable federal and provincial climate policies, regulations, and emissions-reduction targets, and Services that align with federal and provincial climate policies and targets, including pathways to net-zero emissions and a decarbonized electricity system;

(c) Ensure the Supplier possesses demonstrated experience and capability to deliver flexible financing solutions that can be repaid from resultant energy savings;

(d) Ensure the Supplier possesses demonstrated financial and operational capacity (taking account of existing and committed projects) to deliver the decarbonization objectives of Customers;

(e) Enable the delivery of measurable, auditable, and sustained GHG reductions, supported by robust and transparent measurement, reporting, and verification methodologies;

(f) Ensure the Supplier prioritizes cost-effective, implementable, and scalable solutions that reflect applicable provincial and Canadian regulatory and system conditions;

(g) Enable access to funding programs, innovative delivery models, and financing structures;

(h) Encourage the adoption of innovation and integration to Decarbonization and Energy Management Solutions while ensuring appropriate management of technical, financial and operations risks;

(i) Promote consistent governance, standardized methodologies, and transparent reporting to support portfolio-level delivery and accountability;

(j) Advance broader public-interest objectives, including Indigenous engagement, local economic participation, workforce development, and responsible Project delivery through partnerships; and,

(k) Reduce the costs of associated competitive procurement processes on an ongoing basis (i.e., fewer, competitive procurement documents issued by Customers).

1.5 Customer Engagement

The following Customers were engaged with the development of this RFSQ:

(a) Georgian College of Applied Arts and Technology;

(b) Sheridan College Institute of Technology and Advance Learning; and,

(c) York University.

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

1.6 Award Strategy

OECM may, through this RFSQ process, enter into Master Agreements with one (1) or more non-U.S. Business Suppliers for the provision of Deliverables. OECM may award additional Master Agreements to ensure all Customers have access to the Services.

The Supplier **shall** provide Deliverables to Customers in Ontario on an as-required basis and may also provide them to other Customers within Canada. The Supplier shall comply with all applicable provincial and territorial laws and regulatory requirements in each jurisdiction where Deliverables are provided.

The Proponent, when submitting a Proposal, will identify the Canadian geographical locations (e.g., provinces, territories) outside of Ontario where it is able to provide Deliverables. Other geographical locations may be added during the Term of the Master Agreement ("Term"). This information will be shared with Customers, post-award, to support purchasing activities.

The Term is intended to be for ten (10) years, with an option in favour of OECM to extend the Term on the same terms and conditions for up to five (5) additional years. Justification includes alignment with funding cycles and long-term infrastructure amortization.

A Customer participating in the Master Agreement will execute an OECM-Customer Agreement ("OCA") with OECM and a Customer-Supplier Agreement ("CSA") with a Supplier. Prior to executing a CSA a Customer will negotiate its Service requirements, and terms and conditions (e.g., Rates specific to the Customer, Key Performance Indicators ("KPIs"), reporting).

The Supplier shall inform OECM of every executed CSA as specified in Appendix B – Supplier Reporting Requirements.

1.6.1 No Contract until Execution of Written Master Agreement

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

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

1.6.2 Customer's Usage of Master Agreements

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

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

Part Two, the Customer will sign the OCA with OECM.

Part Three, the Second Stage is managed by the Customer or by OECM on the Customer's behalf and is focused on the Customer's specific Service/Project needs. The Customer will select those Suppliers that have signed Master Agreements that it wishes to submit Second Stage response. The

successful Second Stage response may result in an executed Customer-Supplier Agreement ("CSA") between the Customer and the Supplier. OECM will not be a party to the CSA.

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

Nothing in this RFSQ is intended to relieve the Proponent from forming its own opinions and conclusions with respect to the matters addressed in this RFSQ. OECM makes no guarantee of the value or volume of work to be assigned to the Supplier.

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

1.7 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 agency, Ontario Public Service ("OPS") ministry, agency, board or commission, Crown corporations, First Nations federal agencies, Indigenous Businesses and Communities, and similar entities, organizations, boards, service providers, and other provincial, territorial and federal public sector entities/agencies or similar entities not mentioned here throughout the whole of Canada.

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.

1.7.1 The Success of OECM

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

(a) Cost savings and efficiencies through actively sourcing products and services in an open, fair, transparent and competitive manner through compliance and risk management that adheres to Ontario's Broader Public Sector Procurement Directive, and promotes 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;

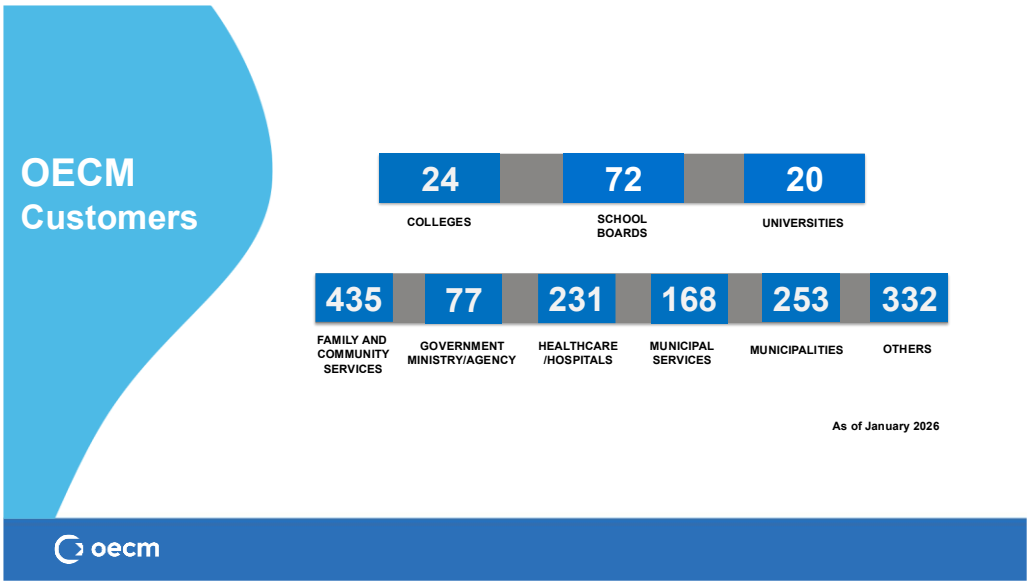
(b) Reduced costs associated with time and resources through streamlining of procurements that eliminate the need first stage procurement processes and by establishing second stage procurement documentation, and promoting and managing product and service agreements used throughout its Customer community;

(c) Support to Customers to access and use of OECM agreements through advisory services, analysis, reporting and the development of tools, guides, and other materials; and,

(d) Support Suppliers through a Supplier Recognition Program ("SRP") that aims to drive long-term performance by recognizing and motivating Suppliers to deliver continued savings, value, choice, and service to Customers.

1.7.2 Use of OECM Master Agreements

As of January 2026, sixteen hundred and twelve (1,612) Customers were using one (1) or more OECM agreements with a cumulative spend of more than six $6 billion dollars.



More information is available on the OECM website - http://www.oecm.ca/.

1.7.3 The Ontario Broader Public Sector Procurement Directive

OECM, and the Ontario BPS Customers they service, follow the Ontario BPS Procurement Directive and any other governmental policies regulating the procurement practices of the Ontario BPS Customers. The directive sets out rules for designated Ontario 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)

OECM does not represent or warrant that this RFSQ complies with any specific procurement requirements of any other province/territory.

1.7.4 Trade Agreements

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

[End of Part 1]

PART 1A – RULES OF INTERPRETATION AND DEFINITIONS

1A.1 Rules of Interpretation

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

(a) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender;

(b) Words in the RFSQ shall bear its natural meaning;

(c) References containing terms such as “includes” and “including”, whether used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”;

(d) In construing the RFSQ, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words;

(e) Unless otherwise indicated, time periods will be strictly applied; and,

(f) The following terminology applies in the RFSQ:

i. The terms “must” and “shall” relate to a requirement the Supplier will be obligated to 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 RFSQ, capitalized words and phrases have the meaning set out in Appendix A – Form of Master Agreement attached to this RFSQ.

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

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

(a) every hospital (i.e., public hospital, private hospital that received public funds in the previous fiscal year of the Government of Ontario, or the Government of any other Province or Territory of Canada, 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, or any comparable agency designated under any legislation in any other Province or Territory of Canada for the provision of community health facilities, and the University of Ottawa Heart Institute);

(b) every school board,

(c) every university in Canada;

(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;* or any comparable agency designated under any legislation in any other Province or Territory of Canada for the provision of aid to children;

(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, or the Government of any other province or territory in Canada; and,

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

See examples https://www.ontario.ca/page/broader-public-sector-accountability; https://www.ontario.ca/page/find-school-board-or-school-authority; and, https://www.ontario.ca/page/go-college-or-university-ontario;

"Business Day" means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m. EST, 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), or in any similar language in force in the province or territory in which the Customer is located;

"Capex" means Capital Expenditure;

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

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

(a) Include:(i) all new information derived at any time from any such Confidential Information whether created by OECM, the Customer, the Proponent or any third-party; (ii) all information (including Personal Information) that OECM or the Customer is obliged, or has the discretion, not to disclose under provincial or federal legislation;

(b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the receiving party of any duty of confidentiality owed by it hereunder; (ii) the receiving party can demonstrate to have rightfully obtained it, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the receiving party free of any obligation of confidence; (iii) the receiving 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 receiving party without use of or reference to the disclosing party's Confidential Information; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

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

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

(b) in relation to the performance of its contractual obligations in an OECM contract, the Proponent's other commitments, relationships or financial interests (i) 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 RFSQ. 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;

"Contract" means collectively:

(a) this Master Agreement, including Schedule 1 (Resources and Supplementary Provisions) and any other schedule or appendix attached at the time of execution;

(b) the RFSQ, including any addenda or accepted clarification;

(c) the Proposal; and,

(d) any amendments executed in accordance with the terms of the Master Agreement;

"Cost Recovery Fee" or **"CRF"** means a fee, which contributes to the recovery of OECM's operating costs as a not-for-profit/non share capital corporation, which is based on the before sales tax (or any other applicable goods and service tax) amount of each Customer-Supplier Agreement between the Supplier and the Customer for Services (e.g., feasibility study, Investment Grade Audit ("IGA"), design build) through OECM's competitively sourced agreements. Once Customer-Supplier Agreements have been executed, this fee is remitted by the Supplier to OECM on a quarterly basis;

"CSRD" means Corporate Sustainability Reporting Directive;

"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 agency, Ontario Public Service ("OPS") ministry, agency, board or commission, Crown corporations, First Nations federal agencies, Indigenous Businesses and Communities, and other provincial, territorial and federal public sector entities/agencies or similar entities not mentioned here. For certainty, this definition is not limited to the Province of Ontario and includes any similar entities, organizations, boards, service providers, and other provincial, territorial and federal public sector entities/agencies or similar entities not mentioned here throughout the whole of Canada;

"Customer-Supplier Agreement" or **"CSA"** means an agreement, which is executed between a Customer and a Supplier for the provision of any Service/Project Deliverable in the resulting Master Agreement from this RFSQ specific to the Customer's organization;

"Decarbonization and Energy Management Solutions" means services, technologies, and strategies designed to reduce energy consumption and deliver operational savings, eliminate energy wastage, improve buildings / facilities, equipment and systems, will meet Customer decarbonization objectives and, where desired, will deliver energy generation measures;

"Deliverables" means all Services to be provided or performed by the Supplier, under the CSA, and includes everything that is necessary to be supplied, provided or delivered by the Supplier within scope of the resulting CSA;

"EaaS" means Energy as a Service;

"ECA" means Environmental Compliance Approval;

"Energy Conservation Measure" or **"ECM"** means any targeted upgrades, retrofits or operational changes (including process changes) to buildings and systems that reduce waste, minimize energy consumption and lower overall energy demand decarbonizing operations and lowering operational costs;

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

"Energy Performance Guarantee" means a guaranteed minimum annual savings in energy, water and Operations and Maintenance ("O&M") savings and performance levels including Customer defined levels of occupant comfort;

"EPC" means Energy Performance Contract;

"ESGI" means Environmental, Social, Governance, and, where applicable, Indigenous;

"FIPPA" means *Freedom of Information and Protection of Privacy Act*;

"GHG" means Greenhouse Gas;

"HVAC" means Heating, Ventilation, and Air Conditioning;

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

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

"Investment Grade Audit" or **"IGA"** means the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("ASHRAE") Level 3 audit that is designed to produce reliable data required for financing energy-efficiency Projects;

"Key Performance Indicator" or **"KPI"** means the indicators outlined in Appendix C – Supplier Performance Management Scorecard to measure the performance of the Supplier against the Master Agreement;

"Local Housing Corporation" means a local housing corporation as defined in the *Housing Services Act, 2011, S.O. 2011, c. 6, Sched. 1* ("HSA"), or any similar housing corporation in a province or territory outside of Ontario providing similar services pursuant to legislation similar to the HSA applicable in such other province or territory;

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

"Measurement and Verification" or **"M&V"** means the process for monitoring and measuring actual energy savings from implemented ECMs typically following the International Performance Measurement and Verification Protocol ("IPMVP");

"MFIPPA" means *Municipal Freedom of Information and Protection of Privacy Act*;

"Municipalities" means municipal entities established under applicable provincial or territorial legislation across Canada. This includes, but is not limited to, cities, towns, villages, rural municipalities, counties, districts, regional municipalities, local service districts, and local boards or commissions empowered by municipal statutes. This definition also includes affiliated agencies, boards, and commissions that operate under or in collaboration with these municipal entities. For clarity, this definition encompasses without limitation municipalities as defined under:

(a) *Municipal Act, 2001 (Ontario)* and *City of Toronto Act* (Ontario);

(b) *Municipal Government Act* (Alberta, Nova Scotia, Prince Edward Island);

(c) *Community Charter* and *Local Government Act* (British Columbia);

(d) *Cities Act* and *Municipalities Act* (Saskatchewan);

(e) *Municipal Act* (Manitoba, New Brunswick, Newfoundland and Labrador);

(f) *Cities, Towns and Villages Act* (applicable in the Northwest Territories and Nunavut); and,

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

"OECM" means the Ontario Education Collaborative Marketplace;

"OECM-Customer Agreement" or **"OCA"** means an agreement, which is executed between a Customer and OECM permitting a Customer to use the resulting Master Agreement from this RFSQ;

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

"Ontario Public Service" or **"OPS"** means Ontario Public Service entities, the ministries and other administrative units of Ontario over which ministers of Ontario preside (including its 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;

"Operations and Maintenance" or **"O&M"** means the performance of day-to-day activities required to manage, monitor, repair and where required monitor the Services that form part of the CSA for a Service/Project;

"Opex" means Operating Expenditure;

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

"PFO" means a provincially funded organization;

"Preferred Proponent" means the Proponent that is invited into negotiations in accordance with the evaluation process set out in this RFSQ;

"Project" means the Service (e.g., outcomes, scope, targets, deliverables, requirements) the Supplier provides to a Customer through an executed CSA;

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

"Proposal" means all documentation and information submitted by a Proponent in response to the RFSQ;

"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 for Customers, in Canadian funds, for the Services as set out in the executed Customer-Supplier Agreement;

"Request for Supplier Qualifications" or **"RFSQ"** means this Request for Supplier Qualifications #2026-508 issued by OECM, including all appendices and addenda thereto;

"Restricted Persons" means those people listed in RFSQ Section 4.2.1;

"SDS" means Safety Data Sheets;

"Second Stage Selection Process" or **"Second Stage"** means a request to 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 pricing and relevant Services specific to a Customer's organization;

"Service" means all Deliverables to be provided or performed by the Supplier, under the CSA, and includes everything that is necessary to be supplied, provided or delivered by the Supplier to achieve required outcomes;

"Service Level Agreement" or **"SLA"** means a set of defined performance standards, response times, Service requirements, and reporting obligations applicable to the Services/Project, as may be established by OECM and/or a Customer and incorporated into the Customer-Supplier Agreement;

"Subcontractor" includes the Supplier's subcontractors or third-party providers or its 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 Servcies pursuant to the Master Agreement and applicable Customer-Supplier Agreement either as a single Supplier or a lead Supplier engaging other suppliers or Subcontractors;

"Supplier Recognition Program" or **"SRP"** means the program that OECM has implemented to provide greater value and responsiveness to Customers by objectively assessing Supplier's performance against the Master Agreement as described in this RFSQ;

"TCFD" means Task Force on Climate-Related Financial Disclosures;

"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 1.6 of this RFSQ;

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

"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,

"WHMIS" means Workplace Hazardous Materials Information System.

[End of Part 1A]

PART 2 – THE DELIVERABLES

This Part of the RFSQ describes the Deliverables which will be incorporated into the final Master Agreement and may form part of a Customer's Second Stage process.

The RFSQ does not require the Proponent to submit pricing, which will form part of a Second Stage process where the Customer will further define its requirements and specifications. Only Suppliers who are awarded Master Agreements resulting from this RFSQ will be eligible to participate in any such process. The Second Stage, further outlined in Section 1.6.2, provides opportunities for Suppliers who have the capacity and relevant experience to submit proposals to Customers upon request. The Supplier (together with any Subcontractors) shall possess the necessary experience and qualifications to fulfill the complete range of Services listed in this RFSQ and shall provide **all** the Deliverables.

2.1 Description of Deliverables

The Supplier shall provide the following Deliverables for Decarbonization and Energy Management Solutions including, but not limited to:

(a) Building Components and Energy System Services;

(b) Strategic Partnering and Collaboration Services;

(c) Strategic Energy Planning, Analytics, Feasibility and Design Services;

(d) Funding and Financing Services;

(e) Construction, Implementation, Commissioning and Testing Services;

(f) Operations and Maintenance ("O&M") and Measurement and Verification ("M&V") Reporting Services;

(g) Project Closeout / End of Term Services;

(h) CSA Support Services:

i. Regulatory, incentives and compliance support;

ii. Capability building and knowledge transfer;

iii. Governance and program oversight;

iv. Customer support and communication; and,

v. Warranty coverage and guarantees.

2.2 Building Components and Energy System Services

The Supplier shall demonstrate the experience, technical capability, and capacity to deliver integrated Decarbonization and Energy Management Solutions across the full asset lifecycle, including the ability to lead, coordinate, and be accountable for any required Subcontractors or technology partners.

Services shall include, but are not limited to:

(a) Building Systems and Infrastructure

i. Building Energy Management and Control Systems ("BEMS/BAS");

ii. Heating, Ventilation and Air Conditioning ("HVAC") and mechanical systems;

iii. Domestic hot water systems;

iv. Electrical distribution systems, including transformers;

v. Lighting systems and controls, including exterior lighting and daylighting strategies;

vi. Plug loads and related equipment;

vii. Premium efficiency motors and variable frequency drives; and,

viii. Plumbing and water systems.

(b) Building Envelope and Physical Assets

i. Building envelope (e.g., windows, doors, insulation, air sealing, exterior cladding, and roofing systems).

(c) Energy Supply and Generation

i. Alternative and low-carbon energy systems:

(a) Solar photovoltaics;

(b) Solar thermal;

(c) Geothermal systems;

(d) Waste heat recovery;

(e) Waste-to-energy systems;

(f) Wind energy;

(g) Energy storage systems; and,

ii. Electrification strategies and integration of renewable energy and low-carbon fuels.

(d) Water and Process Efficiency

i. Water conservation measures; and,

ii. Process-level efficiencies, including water and wastewater facilities.

(e) Indoor Environment and Occupant Wellbeing

i. Indoor air quality and related monitoring and improvement strategies.

(f) Operational and Behavioral Measures

i. Operational optimization strategies; and,

ii. Behavioural and occupant engagement programs.

(g) Emerging and Supporting Infrastructure

i. Electronic vehicle (“EV”) infrastructure and related systems; and,

ii. Other innovative or emerging decarbonization measures.

2.3 Strategic Partnering and Collaboration Services

The Supplier shall collaborate with the Customer as a strategic partner and provide the following expertise including, but not limited to:

(a) Adopting a relational mindset distinctly set apart from a transactional, Project driven approach to design strategic outcomes that support the protection and enhancement of a Customer’s organizational capability including organizational goals;

(b) Targeting long-term asset performance, value and continuous improvement in Project development;

(c) Supporting, where possible, local and national initiatives (e.g., apprenticeships, community engagement, sourcing from underrepresented groups or other socio-economic benefits); and,

(d) Establishing integrated and collaborative approach that includes supply chain members to capture the capabilities and expertise of each participating organization.

2.4 Strategic Energy Planning, Analytics, Feasibility and Design Services

The Supplier shall provide relevant subject matter expertise, evaluation and advisory Services including, but not limited to:

(a) Developing decarbonization strategies, net-zero roadmaps, carbon reduction strategies, and climate transition planning;

(b) Providing proven methodologies for assessing emissions, identifying abatement opportunities, and prioritizing decarbonization initiatives;

(c) Undertaking feasibility studies of identified decarbonization initiatives:

i. Energy efficiency and demand management;

ii. Electrification and fuel switching;

iii. Low-carbon and renewable energy solutions; and,

iv. Carbon, capture, utilization, and storage (where applicable),

(d) Collaboratively developing measurable outcomes with Customers supporting enhanced operational capabilities. For clarity, requirements such as GHG reduction levels are targets. Outcomes are focused on improving capability and behavioral requirements;

(e) Developing baseline assessments and data foundation;

(f) Designing and delivering Investment Grade Audits (“IGAs”), condition assessments, and feasibility studies;

(g) Establishing energy baselines;

(h) Evaluating, selecting, and implementing ECMs;

(i) Incorporating Ontario electricity system characteristics (e.g., grid emissions, intensity, capacity constraints, rate structures) into analysis and recommendations;

(j) Developing conceptual and/or detailed engineering designs (where applicable);

(k) Evaluating and comparing of technology options and solution providers operating in Canada;

(l) Developing definition of infrastructure, system, and workforce requirements; and,

(m) Assessing integration impacts on existing assets and operations.

2.5 Funding and Financing Services

The Supplier shall possess the capabilities and experience to support Customers in funding application processes and provide financing for Projects including, but not limited to:

(a) Identifying relevant grants and funding opportunities and assessing the benefits and limitations (e.g., stacking) and make recommendations to Customers;

(b) Supporting Customers in the development of funding applications;

(c) Providing financing that can be paid in full, or in part, from generated savings; and,

(d) Providing flexible financing that can accommodate different Project sizes, payback periods and Customer needs.

2.6 Construction, Implementation, Commissioning and Testing Services

The Supplier shall provide all Services required for the construction, implementation, commissioning, testing and handover of energy and decarbonization solutions including, but not limited to:

(a) Design, procurement, modification, installation, commissioning, and training related to new and/or existing energy systems, including ECMs;

(b) Delivering energy related capital improvements;

(c) Implementation of carbon reduction technologies, operational improvements, or process optimization;

(d) Commissioning, testing, and verification of installed systems and measures;

(e) Training of staff on new systems, including operational and behavioral practices to support energy reduction;

(f) Development of detailed, phased implementation plans, including milestones, timelines and dependencies;

(g) Provision of program and Project management Services;

(h) Support for procurement activities:

  i. Development of technical specifications and RFSQ inputs; and.

  ii. Evaluation of vendor proposals and provision of recommendations,

(i) Coordination with utilities, system operators, regulators, as applicable (e.g., electricity and natural gas utilities);

(j) Change management and stakeholder engagement planning and execution;

(k) Site-level deployment support, where applicable; and,

(l) Development and implementation of risk mitigation strategies.

2.7 O&M, M&V and Reporting Services

The Supplier shall establish mechanisms to track performance and support transparent reporting in accordance with industry standards including, but not limited to:

(a) Development and definition of emissions performance metrics and KPIs, including verification processes (e.g., carbon and energy reduction);

(b) Design and implementation of emissions tracking and reporting frameworks;

(c) Support for Customers in responding to current and emerging disclosure requirements (e.g., Corporate Sustainability Reporting Directive ("CSRD"), where applicable and Task Force on Climate-related Financial Disclosures ("TCFD") - aligned climate disclosures);

(d) Development of dashboards and reporting outputs to monitor progress against targets;

(e) Preparation of audit-ready documentation and support for third-party verification, where required;

(f) Validation of savings in accordance with the Customer's final contract structure (e.g., Energy Performance Contract ("EPC") or Energy as a Service ("EaaS") or other variant models); and,

(g) Operation and maintaining energy measures, including troubleshooting and repairs.

2.8 Project Closeout / End of Term Services

At project closeout / end of term, the Supplier shall provide Services including, but not limited to:

(a) Asset Ownership Transfer

i. Formal transfer of ownership of all equipment, free and clear of all liens and encumbrances;

ii. Completion of final functional testing of all installed equipment; with documented results acceptable to the Customer;

iii. Decommissioning and remediation of facilities for any assets not transferred, in accordance with applicable laws;

iv. Transfer/handover and assignment of all applicable warranties to the Customer; and,

v. Identification, handling, and removal of hazardous materials in accordance with applicable regulations.

(b) Performance and Contractual Verification

i. Completion of final M&V and submission of performance reports;

ii. Final reconciliation of savings and of any over- or under-performance payments; and,

iii. Confirmation that all Service Level Agreements ("SLAs") and contractual Service obligations have been fully satisfied.

(c) Data Management

i. Transfer to the Customer of all operational data, software licenses, and system documentation in a complete and usable format.

(d) Operational Transition, Documentation and Knowledge Transfer

i. Provision of staff training sufficient to enable ongoing operation and maintenance;

ii. Provision of transition support to ensure a seamless handover to the Customer; and,

iii. Transfer of all relevant operational and maintenance documentation.

2.9 CSA Support Services

The Supplier shall provide support Services to Customers who have executed a CSA including, but not limited to:

(a) Regulatory, Incentives and Compliance Support Services;

(b) Capacity Building and Knowledge Transfer Services;

(c) Governance and Program Oversight Services;

(d) Customer Support and Communication Services; and,

(e) Warranty Coverage and Guarantee Services.

2.9.1 Regulatory, Incentives and Compliance Support Services

The Supplier shall support the Customer in navigating applicable Canadian, Ontario and other provincial/territorial regulatory requirements and financial incentive programs including, but not limited to:

(a) Assessment of relevant federal, provincial, territory, and municipal climate and energy regulations;

(b) Environmental approvals and zoning requirements;

(c) ESGI reporting;

(d) Building codes and standards;

(e) Compliance gap analysis related to emissions reporting and reduction obligations;

(f) Identification and evaluation of incentives:

i. Equipment rebates

ii. Federal investment tax credits (e.g., clean technology, clean electricity);

iii. Federal and provincial grants and funding programs;

iv. Utility conservation and demand management programs; and,

(g) Support in preparing documentation for incentives, grant, or regulatory submissions, where applicable.

2.9.2 Capability Building and Knowledge Transfer Services

The Supplier shall support the development of internal capabilities to maintain decarbonization efforts and ensure long-term sustainability including, but not limited to:

(a) Deliver training sessions and workshops for internal teams;

(b) Comprehensive training of Customer staff on the newly installed equipment, control systems, new operating procedures and related components;

(c) Knowledge transfer to support Customers to gain the necessary competence, experience and expertise to independently maintain and manage the ECMs and energy improvements after the expiration of the CSA term or its termination;

(d) Develop and provide comprehensive documentation and manuals including O&M manuals, as-built drawings, and technical specifications for all installed ECMs; and,

(e) Training on the use of any specialized energy management software, or Building Management System.

2.9.3 Governance and Program Oversight Services

The Supplier shall establish appropriate governance structures to ensure compliance, manage risk and deliver Customer outcomes including, but not limited to:

(a) CSA and performance governance;

(b) Regulatory and compliance governance;

(c) Operational and data governance;

(d) Financial and risk governance; and,

(e) Stakeholder and social governance.

2.9.4 Customer Support and Communication Services

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

(a) Adopting a collaborative approach that fosters clear, transparent and proactive communication designed to meet Customer outcomes, identify issues and appropriate remedies promptly and meet all the requirements of the CSA;

(b) Providing clear and real time communication such as dashboards on matters such as energy consumption, savings, performance reporting, energy optimisation strategies;

(c) Timely reporting on critical elements such as hazardous activities, risk management, legal and insurance matters, emergencies and outages;

(d) Defined solution coordination and escalation processes; and,

(e) Coordinating with Customer representatives and building staff.

2.9.5 Warranty Coverage and Guarantee Services

The Supplier shall provide all warranties and guarantees and require any Subcontractor to provide warranties and guarantees (as applicable to the Customer's scope) for the Deliverables including, but not limited to:

(a) Performance guarantees;

(b) Energy savings guarantees;

(c) O&M warranties;

(d) Data security and privacy guarantees;

(e) Environmental Compliance Approval ("ECA"); and,

(f) All other warranties and guarantees as applicable to the scope of the Deliverables.

2.10 Electrical Requirements

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

2.11 Workplace Hazardous Material Information System

The Supplier shall ensure Workplace Hazardous Materials Information System ("WHMIS") Safety Data Sheets ("SDS") are onsite as required. Additionally, the Supplier should provide the Customer's personnel WHMIS training, as it relates to the products and equipment, in accordance with the Ontario *Occupational Health and Safety Act* or in accordance with any comparable requirements under any comparable legislation in any other province or territory in which the Customer may be located.

2.12 Disaster Recovery and Business Continuity

The Supplier shall possess, maintain and implement documented Disaster Recovery and Business Continuity policies, procedures, and plans applicable to all systems, platforms, infrastructure, personnel, and third-party services supporting the proposed Deliverables.

Disaster Recovery and Business Continuity plans shall be reviewed, tested, and updated no less than **annually**, and upon the occurrence of any material change to systems, architecture, or operating environment.

The Supplier shall ensure that Disaster Recovery and Business Continuity capabilities are sufficient to support the criticality of decarbonization, emissions management, energy optimization, and regulatory reporting functions.

The Supplier shall define clear ownership and escalation paths for the disaster recovery events.

2.13 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 Deliverables and provide them at the Customer's and OECM's request.

The costs of obtaining such licences, permits, right to use, and approvals shall be the responsibility of, and shall be paid for by, the Supplier.

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

2.14 Environmental, Social, Governance, and Indigenous

The Supplier shall possess and, upon request provide information related to its Environmental, Social, Governance, and, where applicable, Indigenous ("ESGI") policies, practices, and approach as they relate to the delivery of the Service.

The Supplier shall collaborate and support the Customer in aligning Solutions delivery with applicable Customer-specific ESGI and, where applicable, Indigenous procurement or reconciliation frameworks, as they relate to available processes, products, equipment, technologies, and Service delivery practices.

ESGI is a significant component of OECM's SRP and Suppliers are recognized for its level of commitment to ESGI (see https://oecm.ca/wp-content/uploads/2026/03/2026-OECM-Supplier-Recognition-Program-SRP-Guidebook.pdf).

Throughout the Term, OECM and/or the Customer may consult with the Supplier to assess ESGI-related practices and alignment.

2.15 OECM Cost Recovery Fee

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

The Supplier shall pay to OECM upon the execution of a CSA, a one percent (1%) CRF of the CSA value, not to exceed the amount of one hundred thousand dollars ($100,000). Each executed CSA will result in a separate CRF.

CRF will be calculated as follows:

EXAMPLE OF HOW CRF WILL BE CALCULATED WITH A CRF = 1%				
Customer Service/Project Value per CSA	**Calculation**	**CRF**	**HST**	**Total CRF Payment to OECM**
Customer A CSA for a Feasibility Study – Project A value of $20,000.	$20,000 x 1%	$200.	$26.	$226.
Customer B CSA for an IGA – Project B value of $100,000.	$100,000 x 1%	$1,000.	$130.	1,130.
Customer C CSA for End-to-End Solution – Project C total value of $10,000,000.	$10,000,000 x 1%	$100,000.	$13,000.	$113,000.
Customer D CSA for End-to-End Solution – Project D total value of $20,000,000.	$20,000,000 x 1%	$100,000.	$1,300.	$113,000.
Total CRF Payment to OECM for illustrated examples:				**$227,356.**

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

Calendar Quarter	Months	CRF Payment Due Date
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 4.02 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.

2.16 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. Upcoming opportunities; and,

ii. Review and monitor performance management compliance;

(f) Complying with 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 B – Supplier Reporting Requirements; and,

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

2.16.1 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.

2.16.2 Promoting OECM Master Agreements

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

The Supplier will actively promote the Master Agreement to Customers which may include, but not 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 and providing insights to OECM to support Customer engagement;

(e) Identifying Customer savings; and,

(f) Identifying improvement opportunities (e.g., new Services).

Customers remain under the stewardship of OECM, and Supplier activities shall be undertaken in coordination with OECM and the Customer.

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

i. Using online communication tools to inform and educate;

ii. Holding information sessions and webinars, as required;

iii. Attending, where appropriate, Customer and Supplier events;

iv. Facilitating Second Stage requests, as required;

v. Managing and monitoring Supplier performance;

vi. Marketing Supplier promotions.

2.16.3 Supplier Performance Management Scorecard

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

2.16.4 Process to Add Other Deliverables

During the Term, if mutually agreed by OECM and the Supplier, other Deliverables may be added to the Master Agreement to align with Customer needs (e.g., newly available Decarbonization and Energy Management Solutions).

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

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

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

2.16.5 Saving Calculation

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

The Supplier shall report Customer savings (e.g., efficiencies, cost avoidance and/or other savings).

2.16.6 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 its Supplier selection process across OECM agreements, OECM has a 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.

2.16.7 Reporting to OECM

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

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

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

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

Stage	Description	Refer to RFSQ Section	Scoring Methodology and Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	3.2	Pass/Fail	Pass
Stage II	Technical Response	3.3	1,000 Points	700 Points
Stage III	Negotiations	3.4	Not Applicable	Not Applicable
Stage IV	Master Agreement Finalization	3.5	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 form in Ontario Tenders Portal ("OTP") to qualify and proceed to the next stage of evaluation.

Title	OTP Envelope
Qualification Response	Qualification

If the Proponent fails to insert information contained in the above form, 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 form set out above, the Proponent may not make any changes to any of the form. Any Proposal containing any such changes, whether on the face of the form or elsewhere in the Proposal, may be disqualified.

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

3.3 Stage II – Technical Response

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

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

Only Eligible Proposals that meet or exceed the minimum thresholds will receive a **pass** at this stage and proceed to Stage III of the evaluation process. Any Proponent's Proposal that meets or exceeds the overall Technical Response minimum threshold will be invited to Stage III - Negotiations and will become a Preferred Proponent.

While the overall threshold for the Technical Response is seventy percent (70%) or seven hundred (700) points, the individual Technical Response sections also have minimum thresholds.

Point allocations for the Technical Response sections are as follows:

Technical Response Sections	Available Points	Minimum Point Threshold, if any
1. Proponent's Experience and Qualifications	250	175
2. Proponent's Technical and Service Capabilities	300	210
3. Proponent's Project Understanding and Management Approach	200	140
4. Proponent's Financing Approach and Experience	200	140
5. Proponent's Customer Support	50	N/A
TOTAL POINTS:	**1,000**	**700**

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

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

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

3.4 Stage III – Negotiations

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

The negotiations may include:

(a) RFSQ Deliverables;

(b) Financial Capacity;

(c) Master Agreement management (e.g., performance, KPIs, penalties, reporting);

(d) Master Agreement terms and conditions; and,

(e) Additional references, if required;

OECM may also request supplementary information from a Preferred Proponent to verify, clarify or supplement the information provided in its Proposal or confirm the conclusions reached in the evaluation.

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

i. Terminate negotiations with that particular Preferred Proponent;

ii. Extend the negotiation timeline; or,

iii. Publish one (1) or some of the Suppliers, who have executed Master Agreements, within 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.

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

3.5 Stage IV – 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 RFSQ PROCESS

4.1 General Information and Instructions

Procurement Process Non-Binding

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

(a) This RFSQ shall not give rise to any contract A – based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and,

(b) Neither the Proponent nor OECM shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of a Master Agreement, failure to award a Master Agreement or failure to honour a response to this RFSQ.

4.1.1 RFSQ Timetable

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

RFSQ Timetable	
Event	**Time/Date**
OECM's Issue Date of RFSQ:	May 6, 2026
Proponent's Information and OTP Demonstration Session:	2:00 pm on May 12, 2026
Proponent's Deadline to Submit Questions:	5:00 pm on May 25, 2026
OECM's Deadline for Issuing Answers:	June 4, 2026
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on June 11, 2026
OECM's Deadline for Issuing Final Documents:	June 17, 2026
Proponent's Intent to Submit a Proposal:	June 23, 2026
Closing Date:	2:00:00 pm on June 29, 2026
Anticipated Master Agreement Start Date:	September/October 2026

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

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

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

4.1.2 Proponent's Information and OTP Demonstration Session

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 RFSQ 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 RFSQ, the RFSQ 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 RFSQ. Where information is requested in this RFSQ, any response made in the Proposal should reference the applicable Section numbers of this RFSQ where that request was made.

4.1.4 OECM's Information in RFSQ Only an Estimate

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

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

4.1.5 Proponent's Costs

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

(a) The preparation and submission of its Proposal;

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

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

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

4.2 Communication after RFSQ Issuance

4.2.1 Communication with OECM

All communications regarding any aspect of this RFSQ 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 RFSQ process. Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with the following Restricted Persons, as it relates to this RFSQ:

(a) Any employee or agent of OECM;

(b) Any advisor including those listed under RFSQ Section 1.5;

(c) Any member of OECM's governing body (such as Board of Directors, or advisors);

(d) Any employee, consultant or agent of OECM's or its Customers; and,

(e) Any elected official of any level of government, including any advisor to any elected official.

4.2.2 Proponent to Review RFSQ

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

(a) Shall report any errors, omissions or ambiguities as a ***Message*** in OTP; and,

(b) May direct questions or seek additional information **on** or **before** the Proponent's Deadline to Submit Questions to OECM as a ***Message*** in OTP. No other forms of communication will be accepted.

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

When submitting a question, Proponents must indicate whether the question is of a general nature (General Question) or of a commercially confidential nature (Commercially Confidential Question).

If OECM agrees with the Proponent that the question is a Commercially Confidential Question, then a response will be provided through OTP solely to the Proponent that submitted the Commercially Confidential Question.

If OECM, in its sole discretion, determines that a question categorized as Commercially Confidential by a Proponent is in fact relevant to all Proponents, or would provide a clarification of the RFSQ document or process, then OECM will notify the Proponent through OTP that it does not agree that the question is Commercially Confidential and will communicate a response or an addendum to all Proponents that deals with the same subject matter as the Commercially Confidential Question.

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

(a) Edit the question for clarity;

(b) Exclude questions that are either unclear or inappropriate; and,

(c) Answer similar questions from various Proponents only once.

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

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

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

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

4.2.3 Proponent's Intent to Submit Proposal

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

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 RFSQ; and,

(b) Claim that OECM is responsible for any of the circumstances listed in Section 4.2.2 of this RFSQ.

4.2.5 All New Information to Proponents by way of Addenda

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

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

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

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

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

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

4.3 Proposal Submission Requirements

4.3.1 General

The Proponent shall submit its Proposal through 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) The 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 RFSQ 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 RFSQ on the Closing Date.

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

4.3.2 Proposal in English

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

4.3.3 Proposal Submission Requirements

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

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

Description	OTP Envelope	Complete within OTP
Qualification Response	Qualification	√
Technical Response	Technical	√

4.3.4 Other Proposal Considerations

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

(a) Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored;

(b) Completely address, on a point-by-point basis, each Technical Response question in Technical Response. Technical Responses left blank and/or unanswered will receive a score of zero (0). Refer to Section 3.3; and,

(c) The Proposal should be complete in all respects. Proposal evaluation and scoring applies only to the information contained in the Proposal, or accepted clarifications as set out in Section 4.3.13 Clarification of Proposals.

4.3.5 Proposal Receipt by OECM

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 RFSQ 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 Deliverables have been identified in its Proposal or will be provided to OECM or its Customers at no additional cost. Any requirement that may be identified by the Proponent after the Closing Date or subsequent to signing the Master Agreement shall be provided at the Proponent's expense.

4.3.9 Proposals Retained by OECM

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

4.3.10 Acceptance of RFSQ

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

4.3.11 Amendments to RFSQ

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

4.3.12 Proposals will not be Opened Publicly

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

4.3.13 Clarification of Proposals

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

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

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

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

4.3.14 Verification of Information

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

(a) Verify any Proponent's statement or claim made in its Proposal or made subsequently in a clarification, or discussion by whatever means OECM may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Proponent statement or claim, if such statement or claim or its Proposal is patently unwarranted or is questionable, which may result in changes to the scores for the Proponent's Technical Response; and,

(b) Access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and OECM shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. OECM and the Proponent shall each bear its own costs in connection with access to each other's premises.

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

4.3.15 Proposal Acceptance

Any Proposal shall not necessarily be accepted. Evaluation criteria as set out in Part 3 will form a part of the evaluation process.

4.3.16 RFSQ Incorporated into Proposal

All provisions of this RFSQ 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 RFSQ.

4.3.19 No Publicity or Promotion

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

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

4.4 Negotiations, Timelines, Notification and Debriefing

4.4.1 Negotiations with Preferred Proponent

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

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

If the Preferred Proponent and OECM cannot execute the Master Agreement within the allotted twenty (20) days, OECM will, as described in Section 3.4 and 3.5, be at liberty to extend the timeline, terminate discussions/negotiations with the Preferred Proponent, or publish one (1) or some of the Suppliers, who have executed Master Agreements within OECM's promotional marketing launch. Other Master Agreements, if successfully negotiated with other Preferred Proponents would be added to OECM's website at a later date.

4.4.2 Failure to Execute a Master Agreement

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

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

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

4.4.3 Master Agreement

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

(a) Any such Master Agreement will commence upon signature by the duly authorized representatives of OECM and the Preferred Proponent; and,

(b) May include, but not be limited to, the general Master Agreement terms contained in Appendix A – Form of Master Agreement.

4.4.4 Notification to Other Proponents

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

4.4.5 Debriefing

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

4.4.6 Proposal Dispute Resolution

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

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

A protest in writing should include the following:

(a) A specific identification of the provision and/or procurement procedure that is alleged to have been breached;

(b) A specific description of each act alleged to have breached the procurement process;

(c) A precise statement of the relevant facts;

(d) An identification of the issues to be resolved;

(e) The Proponent's arguments and supporting documentation; and,

(f) The Proponent's requested remedy.

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

4.5 Prohibited Communications, and Confidential Information

4.5.1 Confidential Information of OECM

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

(a) Remains the property of OECM and shall be removed from OECM's premises only with the prior written consent of OECM;

(b) Must be treated as confidential and shall not be disclosed except with the prior written consent of OECM;

(c) Must not be used for any purpose other than for replying to this RFSQ and for the fulfillment of any related subsequent agreement; and,

(d) Must be returned to OECM upon request.

4.5.2 Confidential Information of the Proponent

Except as provided for otherwise in this RFSQ, or as may be required by Applicable 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 RFSQ process, OECM or any of its representatives or agents shall be under no obligation to execute a confidentiality agreement.

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

4.5.3 Proponent's Submission

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

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

4.5.4 Personal Information

Personal Information shall be treated as follows:

(a) Submission of information – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide the Deliverables 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 Deliverables 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. Customers outside of Ontario may be subject to freedom of information and protection of privacy statutes applicable in the Province in which they are located. A Proponent should identify any information in its Proposal, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by OECM and its Customers. The confidentiality of such information will be maintained by OECM, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

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

4.5.7 Municipal Freedom of Information and Protection of Privacy Act

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

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

4.5.8 Intellectual Property

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

4.6 Reserved Rights and Governing Law of OECM

4.6.1 General

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

(a) Make public the names of any or all Proponents;

(b) Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information, if accepted, into the Proposal, at OECM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;

(c) Waive formalities and accept Proposals that substantially comply with the requirements of this RFSQ;

(d) Verify with any Proponent or with a third party any information set out in a Proposal;

(e) Check references other than those provided by Proponents;

(f) With supporting evidence, disqualify any Proponent on grounds such as:

i. Bankruptcy or insolvency;

ii. False declarations;

iii. Significant or persistent deficiencies in performance of any substantive requirement or obligation under 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 RFSQ;

(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 RFSQ or the evaluation and selection process, has engaged directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the Supplier.

(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 RFSQ, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal;

(n) Make changes, including substantial changes, to this RFSQ provided that those changes are issued by way of addenda in the manner set out in this RFSQ;

(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 RFSQ process at any stage and issue a new RFSQ for the same or similar requirements, including where:

i. OECM determines it would be in the best interest of OECM not to award a Master Agreement,

and where OECM cancels this RFSQ, OECM may do so without providing reasons, and OECM may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing;

(s) Discuss with any Proponent different or additional terms to those contained in this RFSQ or in any Proposal;

(t) Accept any Proposal in whole or in part; or,

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

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

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

4.6.2 Rights of OECM – Proponent

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

(a) Extend the period for concluding the Master Agreement, provided that if substantial progress towards executing the Master Agreement is not achieved within a reasonable period of time from such extension, OECM may, in its sole discretion, terminate the discussions;

(b) Exclude the Preferred Proponent from further consideration and begin discussions with the next highest scoring Proponent without becoming obligated to offer to negotiate with all Proponents; or,

(c) Exercise any other applicable right set out in this RFSQ including, but not limited to, cancelling the RFSQ and issuing a new RFSQ for the same or similar Deliverables.

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

4.6.3 No Liability

The Proponent agrees that:

(a) Any action or proceeding relating to this RFSQ process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;

(b) It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFSQ process on any jurisdictional basis; and,

(c) It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFSQ.

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

4.6.4 Assignment

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

4.6.5 Entire RFSQ

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

4.6.6 Reservation of Copyright

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

4.6.7 Priority of Documents

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

4.6.8 Disqualification for Misrepresentation

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

4.6.9 References and Past Performance

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

4.6.10 Cancellation

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

4.6.11 Competition Act

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

4.6.12 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 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 RFSQ.

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 https://www.international.gc.ca/trade-commerce/trade-agreements-accords-commerciaux/agr-acc/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,

The terms and conditions of this RFSQ are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 4]

APPENDIX A – FORM OF MASTER AGREEMENT

This Appendix is posted on OTP as a separate PDF document.

APPENDIX B – SUPPLIER REPORTING REQUIREMENTS

Once CSAs have been executed, the Supplier must provide the following reports to OECM for the duration of the Term. All reports shall be submitted via OECM's supplier portal according to the frequency set out below.

Supplier Reporting Requirements		
Service Project, CSA and CRF Reporting	**Frequency**	**Due Date**
Service Project, CSA and CRF reporting including, but not limited to: (a) Customer's name; (b) Service/Project/CSA Reference Number and Date; (c) Total Service/Project Rate/CSA Value; (d) CSA Service description (e.g., feasibility study, IGA); and, (e) CRF.	Monthly	8th Business Day following each Month
Performance Reporting	**Frequency**	**Due Date**
(a) KPIs Report - As set out in Appendix C – Supplier Performance Management Scorecard.	Quarterly	8th Business Day of every Calendar Quarter
Supplier Good Standing Reporting	**Frequency**	**Due Date**
Annual financial assessment including, but not limited to: (a) Ethical, legal and regulatory compliance; (b) Financial stability; and, (c) Adherence to terms and conditions of Master Agreement.	Annually	11th month anniversary following Effective Date of Master Agreement and every 11th month thereafter
Other Reporting		
May include: (a) Project Forecasting Reports; i. By November 15 – for the next calendar year; ii. By March 15 – for April to December, if the forecast in (a) above has changed; and, iii. By July 15 – for August to December, if the forecast in (b) above has changed. (b) OECM Ad Hoc Reports - As requested and mutually agreed upon; and, (c) Project pipeline reporting, including upcoming feasibility studies or planned Projects (where available).		

Final reporting requirements will be determined during negotiations.

APPENDIX C – SUPPLIER PERFORMANCE MANAGEMENT SCORECARD

Master Agreement performance means the Supplier aligns with OECM's pillars of Savings, Value, Choice and Service, supporting the growth of the Master Agreement among Customers, and providing quality products and services at best value.

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

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;

(b) Customer value, trust and ongoing satisfaction thereby aiding the adoption of the Master Agreement and streamlining of procurement processes;

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

By providing the reports, OECM is able to analyze and maintain the integrity of the Supplier's performance creating trust and value (both time and cost savings) for Customers and enabling greater adoption of Master Agreements by Customers.

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

During the Term, 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, ensuring Customers receive continuous value. The Supplier's performance score will be considered when OECM contemplates Master Agreement decisions such as:

(a) The approval or rejection, of the Supplier's request to add other related Services to the Master Agreement; and,

(b) Master Agreement termination.

OECM may conduct periodic (e.g., annual) reviews of the Supplier's financial and operational standing to ensure continued ability to deliver the Deliverables and meet contractual obligations. The results of such reviews may be considered in performance evaluations and future Master Agreement decisions.

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

The KPIs include but are not limited to the following:

Key Performance Indicator	Performance Measurement	Performance Goal
Customer Service Responsiveness	Time to respond to Customer inquiries, issues, or service requests	Within 24 hours

OECM Evaluation of Supplier's Performances		
Key Performance Indicator	**Performance Measurement**	**Performance Goal**
On Time Service Project, CSA and CRF Reporting Submission	On time	98% of the time
On Time KPI Reporting Submission	On time	98% of the time
On time CRF Payment Remittance	Day of	98% of the time
Response Time to OECM Inquiries	On Time	98% of the time

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

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 CSA. Additional penalties for failure to meet or rewards for exceeding the Master Agreement and/or CSA requirements may be mutually agreed upon between the Customer and the Supplier, at the time of CSA execution. Any penalty and/or reward shall be reported to OECM.

APPENDIX D – OECM's SUPPLIER CODE OF CONDUCT

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

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

(a) Refrain from engaging in any form of non-competitive or corrupt practice, including collusion, unethical bidding practices, extortion, bribery and fraud;

(b) Ensure that responsible business practices are used, including ensuring that business continuity and disaster recovery plans are developed, maintained and tested in accordance with applicable regulatory, contractual and service level requirements, and that healthy and safe workplaces that comply with relevant health and safety laws are provided;

(c) Ensure the protection of the confidential and personal information they receive from OECM, and only use this information as part of its business relations with OECM;

(d) Comply with intellectual property rights relating to the Products/Services provided to OECM and its Customers;

(e) Never place an OECM employee in a situation that could compromise his/her ethical behaviour or integrity or create a conflict of interest;

(f) Divulge all actual and potential conflicts of interest to OECM; and,

(g) Disclose to OECM any behaviour deemed unethical on the part of an OECM employee.

Also, the Supplier shall:

(a) Comply with all foreign and domestic applicable federal/provincial/municipal laws and regulations including, but not limited to the environment, health and safety, labour and employment, human rights and product safety and anti-corruption laws, trade agreements, conventions, standards, and guidelines, where the products or services are provided to OECM Customers. Fair competition is to be practised in accordance with applicable laws. All business activities and commercial decisions that restrict competition or may be deemed to be uncompetitive are to be avoided;

(b) Not try to gain improper advantage or engage in preferential treatment with OECM employees and Customers. The Supplier must avoid situations that may adversely influence its business relationship with OECM or can be directly or indirectly perceived as a conflict of interest and interfere with the provision of the Products/Services to OECM or its Customers. The Supplier must disclose any actual or potential conflicts of interest promptly to OECM;

(c) Never offer to OECM staff bribes, payments, gifts of entertainment or any type of transactions, inducements, services, discounts and/or benefits that may compromise or appear to compromise an OECM's employees' ability to make business decisions in the best interest of OECM and its Customers. If a Supplier is unsure whether a gift or entertainment offer to an OECM employee complies with OECM's SCC, the Supplier should consult with the intended recipient's manager;

(d) Not engage in any improper conduct to gain influence or competitive advantage especially that which would put OECM or its Customers at risk of violating anti-bribery and/or anti-corruption laws. The Supplier must ensure that the requirements of all these applicable laws are met, and not engage in any form of corrupt practices including extortion, fraud or bribery;

(e) Ensure that any outsourcing and/or subcontracting used to fulfill Products/Services are identified and approved by the Customer and monitored to ensure compliancy with contractual obligations and adherence to OECM's SCC. Supplier's employees, subcontractors and other service providers must adhere to the requirements of the SCC, which must be made available as necessary. The Supplier must also ensure that its subcontractors and other

service providers are paid properly and promptly to avoid any disruption in the provision of Products/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 its 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 its 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 its 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 its 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/oecm-advantage/our-Supplier-partners/Supplier-code-of-conduct.