



Savings | Choice | Service

END-USER COMPUTING DEVICES AND SERVICES

REQUEST FOR PROPOSALS #2016-261

(Final Version with Amendments)

Request for Proposals Issued On: September 8, 2016

Proponent's Information Session: 3:00 pm on September 12, 2016

Proponent's Ontario's Tenders Portal Demonstration Session: 3:00 pm on September 15, 2016

Proponent's Deadline for Questions: 5:00 pm on September 21, 2016

Proponent's Deadline for Questions Pertaining to Issued Documents: 5:00 pm on September 28, 2016

Closing Date: 2:00:00 pm on October 13, 2016 local time in Toronto, Ontario, Canada

All times specified in this RFP timetable are local times in Toronto, Ontario, Canada.
Please refer to Section 4.1.1 for the complete RFP timetable.

OECEM shall not be obligated in any manner to any proponent whatsoever until a written agreement has been duly executed with a supplier.

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This non-binding Request for Proposals (“RFP”) is an invitation to obtain Proposals from leading edge and innovative Proponents for the provision of End-User Computing Devices and Services (“Resources”) on an as-and-when-required basis to support OEMC Clients.

The Resources are further described in Part 2 – The Deliverables (the “Deliverables”).

This RFP is issued by OEMC.

OEMC will be issuing a separate RFP for **Chrome Devices and Services #2016-265** which will be posted on MERX™ for prospective proponents to download and participate.

1.2 Objective of the RFP

The objective of this RFP is to provide a Resources Agreement to OEMC Clients to satisfy their needs as described in Part 2 – The Deliverables, and select a Supplier to:

- Provide new, high-quality device Resources to OEMC Clients;
- Provide professional and timely customer support;
- Provide innovative technology to support Client’s operating processes;
- Provide Clients the ability to purchase all their end-user computing needs through the Agreement resulting from a fair, open, transparent competitive process;
- Reduce the costs of competitive procurement processes associated with the provision of end-user computing Resources for the next several years (i.e. fewer competitive procurement documents issued by OEMC Clients);
- Provide full reporting and performance management;
- Provide sustainable and predictable Rates;
- Support Clients by identifying risk and risk mitigation strategies;
- Recognize and support opportunities for improvement by using new technologies;
- Identify process improvements and cost reductions; and,
- Incorporate sustainability and recycling considerations.

1.3 Type of Agreement for Deliverables

It is OEMC’s goal to meet Client’s business needs by offering flexibility as represented through our marketplace of products and services. Through OEMC’s constant dedication to the pillars of savings, choice, and service, OEMC may through this RFP process enter into multi-Supplier Master Agreements (“Agreement”) with qualified Suppliers for the provision of Deliverables, each proposing different Original Equipment Manufacturers (“OEMs”) for fixed and mobile device Resources.

The highest scoring Proponents as established in Part 3 – Evaluation of Proposals, will be invited to enter into Agreement negotiations with OEMC as set out in Section 3.8.

The initial Term of the Agreement is intended to be approximately four (4) years long, with an option in favour of OEMC to extend the Term of the Agreement on the same terms and conditions for up to two (2) additional periods of up to two (2) years each. Agreement management performance (i.e. Client uptake/retention, satisfaction, key performance indicators, quality, service provision and response time, reporting, marketing efforts and any commitments made in the Proponent’s Proposal) will be considered when contemplating an Agreement extension.

OEMC intends that the Agreement will be signed on or about December 2016. To accommodate Client’s buying patterns the initial Term of the Agreement shall expire in the fall of 2021 (making the initial Term approximately four (4) years and eight (8) months long).

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

Clients participating in the Agreement will execute a Client Supplier Agreement (“CSA”) with the Supplier as attached in Appendix A – Form of Agreement. Prior to executing a CSA, the Client may negotiate their unique requirements and further negotiate with the Supplier and mutually agree to additional terms and conditions (e.g. reporting, Rates, invoice formatting, payment terms, delivery requirement) ensuring the additional terms and conditions are not in any way inconsistent with the Form of Agreement agreed to by OECM and the Supplier.

1.3.1 No Contract A and No Claims

This procurement process 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:

- This RFP shall not give rise to any contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and,
- 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 an Agreement, failure to award an Agreement or failure to honour a response to this RFP.

1.3.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective Proponents for the purposes of negotiating a potential Agreement. The negotiation process is further described in Part 3 – Evaluation of Proposals.

No legal relationship or obligation regarding the procurement of any Resource shall be created between the Proponent and OECM by this RFP process until the successful negotiation and execution of a written Agreement for the acquisition of such Resources has occurred.

1.3.3 Non-Binding Rates Estimates

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

1.3.4 Client’s Usage of Agreements

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

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

Part Two (or the selection process) is managed by the Client or by OECM on the Client’s behalf and is focused on the Client’s specific needs. Depending on the Client’s internal policies, and potential dollar value of the Resource, a Client may select a Supplier, or seek better Rates (e.g. by issuing a Quick Quote) from the Supplier for their specific Resource requirements. If selected by the Client, the Supplier shall provide the Resources in accordance with the specifications stated in the Agreement and in the Client’s CSA.

When a Quick Quote is issued, which does **not** constitute a contract A, contract B situation, it will identify the required Resources or it may request the Supplier to propose appropriate Resources to fulfill the Client’s requirements and any other applicable information. The Client may negotiate Resources and Rates with the Supplier to meet their unique requirements. The Supplier’s response should set out the following at a minimum:

- Proposed Resources;
- Expected lead time; and,
- Final, net Rates.

Clients are **not** obligated to sign a CSA to obtain specific Resource pricing for their organization. However, a CSA **must** be signed before the provision of any Resources commences.

1.4 No Guarantee of Volume of Work or Exclusivity of Agreement

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

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

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

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

1.5 OECM's Client Focus Groups

The following OECM Clients were involved with the development of the requirements set out in this RFP.

Focus Group Organizations	Client's Website
Georgian College of Applied Arts and Technology	http://www.georgiancollege.ca/
Niagara Catholic District School Board	http://www.niagaracatholic.ca/
Niagara College of Applied Arts and Technology	http://www.niagaracollege.ca/
Ryerson University	http://www.ryerson.ca/
Sheridan College of Applied Arts and Technology	https://www.sheridancollege.ca/
St. Clair College of Applied Arts and Technology	http://www.stclaircollege.ca/
Trent University	https://www.trentu.ca/
Upper Grand District School Board	http://www.ugdsb.on.ca/
York Region District School Board	http://www.yrdsb.ca/
York University	http://www.yorku.ca/

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

1.6 Historical Activity

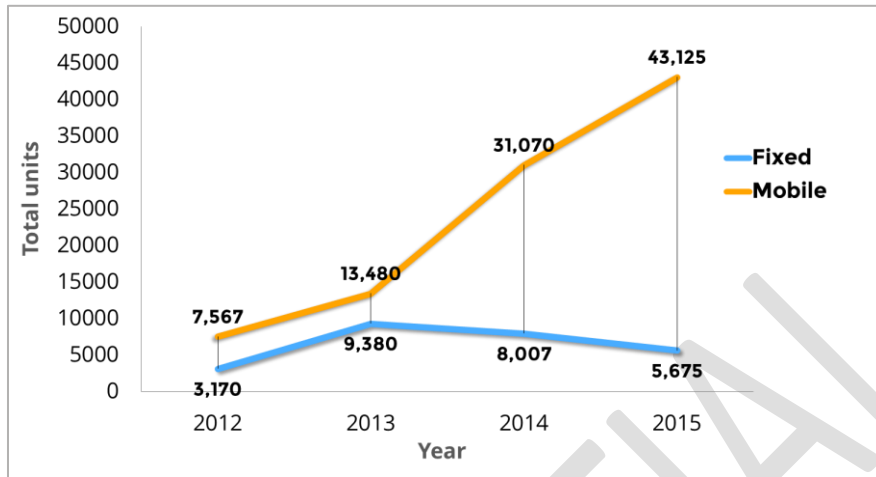
OECM currently has an agreement for desktop technology products and services, expiring in January 2017, in place with one (1) supplier. There are one-hundred and seventy-five (175) Clients using OECM's current agreement:

- Forty-seven (47) School Boards;
- Twenty-one (21) Colleges;
- Fourteen (14) Universities; and
- Ninety-three (93) other BPS organizations.

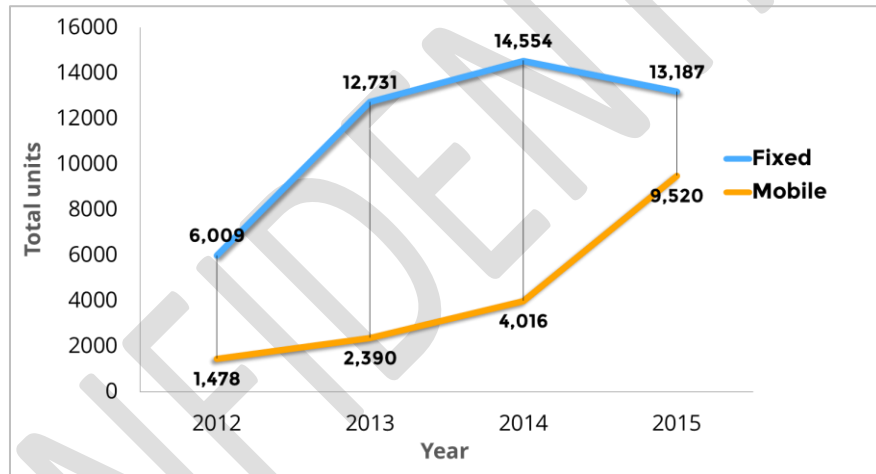
Overall spend through the current OECM agreement, from January 2013 to August 2016, was approximately \$200M (million dollars).

The following illustrates the number of fixed and mobile device Resources purchased from January 2013 to December 2015 for School Boards, post-secondary education and other OECM Clients:

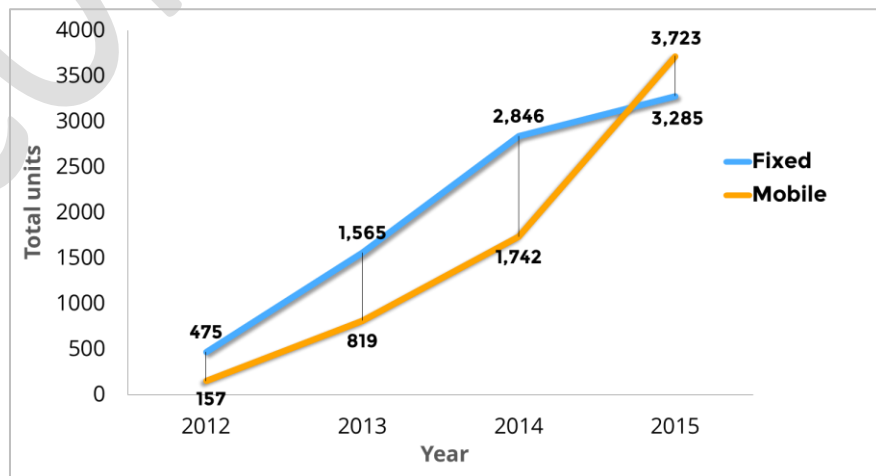
- School Board Clients (representing approximately \$97M for the period noted below):



- Post-Secondary Education Clients (representing approximately \$90M for the period noted below):



- Other Clients (representing approximately \$19M for the period noted below):



Clients using the current OEMC desktop computer agreement are **not**, in any way, obligated to participate in any Agreement resulting from this RFP.

1.7 Overview of OEMC

OEMC is a not-for-profit Ontario Broader Public Sector (“BPS”) Group Procurement Organization (“GPO”) whose core business is collaborative sourcing and supplier partnership management. OEMC’s goal is to generate savings and process efficiencies to public sector and not-for-profit organizations by offering collaboratively sourced and competitively priced products and services through the OEMC marketplace supplier partners.

Working in collaboration with Clients, OEMC:

- Establishes, promotes and manages non-mandatory agreements for products and services commonly used throughout their Client community;
- Supports Client’s access and use of OEMC agreements through analysis, reporting and the development of tools, guides, and other materials; and,
- Actively promotes adherence to the Ontario BPS Procurement Directive in all phases of the sourcing and agreement lifecycle.

1.8 Ontario Broader Public Sector Procurement Directive

OEMC follows the BPS Procurement Directive effective April 1, 2011 issued by the Ontario Management Board of Cabinet.

The directive sets out rules for designated BPS entities on the purchase of goods and services using public funds.

The purpose of the directive is:

- To ensure that goods and services, including construction, consulting services, and information technology are acquired by BPS entities through a process that is open, fair, and transparent;
- To outline responsibilities of BPS entities throughout each stage of the procurement process; and,
- To ensure that procurement processes are managed consistently throughout the BPS. The directive applies to all School Boards, Colleges and Universities in Ontario.

The goal of the BPS supply chain code of ethics is to ensure an ethical, professional and accountable BPS supply chain in Ontario through:

- i. Personal Integrity and Professionalism.
- ii. Accountability and Transparency.
- iii. Compliance and Continuous Improvement.

Visit the following website for the complete BPS Procurement Directive document - http://www.fin.gov.on.ca/en/bpssupplychain/documents/bps_procurement_directive.html.

1.9 Client Participation in OEMC Marketplace Agreements

OEMC currently has four hundred and five (405) Clients using one (1) or more OEMC agreements:

- One-hundred and eighteen (118) School Boards, Colleges and Universities; and,
- Two-hundred and eighty-seven (287) other public organizations.

Participation in OEMC agreements has been steadily growing as illustrated in the table below, clearly demonstrating that the education sector and other public organizations are achieving value and savings by using OEMC agreements.

Year over Year	Overall Spend Growth %
2011 over 2010	158%
2012 over 2011	60%
2013 over 2012	50%
2014 over 2013	41%
2015 over 2014	17%

The above information is as of April 2016. For more information about OECM, please visit <http://www.oecm.ca/>.

1.10 Proponent Consortium Information

Where a consortium is responding to this RFP, the following shall apply:

- One (1) of the members of the consortium shall identify itself as the Proponent and shall complete, sign, and upload into Ontario Tenders Portal (“OTP”) along with its Proposal the Form of Offer on behalf of the consortium;
- The Proponent must also include a list of all other consortium members and what each will supply; and,
- The Proponent shall assume full responsibility and liability for the work and actions of all consortium members with respect to the obligations to be assumed pursuant to this RFP.

1.11 Rules of Interpretation

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

- 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;
- Words in the RFP shall bear their natural meaning;
- References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”;
- In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words;
- Unless otherwise indicated, time periods will be strictly applied; and,
- The following terminology applies in the RFP:
 - Whenever the terms “must” or “shall” are used in relation to OECM or the Proponent, such terms shall be construed and interpreted as synonymous and shall be construed to read “OECM shall” or the “Proponent shall”, as the case may be;
 - The term “should” relates to a requirement that OECM would like the Proponent to address in its Proposal; and,
 - The term “will” describes a procedure that is intended to be followed.

1.12 Definitions

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

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

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

“Broader Public Sector” or **“BPS”** means all Municipalities, Academic Institutions, School Boards, Health Care Providers and Major Transfer Payment Recipients in the Province. Please see <http://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/EN/bpsdef.html> for more details of these organizations;

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

“Buyer Organization” or **“OECM”** means the Ontario Education Collaborative Marketplace;

“Client” means an organization such as a school board or authority, college, university, municipality, agency, not-for-profit and Broader Public Sector entities;

“Client Supplier Agreement” or **“CSA”** means a schedule attached to the Agreement, which is executed between a Client and a Supplier for the provision of the Deliverables in this RFP;

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

“Commercial Response” means the Rates (i.e. pricing information) the Proponent uploads into OTP in Appendix C – Commercial Envelope;

“Confidential Information” means confidential information of OECM and/or any Client (other than confidential information which is disclosed to the Preferred Proponent in the normal course of the RFP) where the confidential information is relevant to the Deliverables required by the RFP, its pricing or the RFP evaluation process;

“Conflict of Interest” means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement;

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

“Cost Recovery Fee” or **“CRF”** means a fee, which contributes to the recovery of OECM’s operating costs as a not-for-profit/non share corporation, which is based on the before tax amount invoiced by the Supplier to Clients for Deliverables acquired through OECM’s competitively sourced agreements. Once CSAs have been executed, this fee will be collected and remitted by the Supplier to OECM on a monthly basis;

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

“Deliverables” means end-user computing device and service Resources to be delivered as specified in this RFP;

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

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, and all regulations adopted thereunder, in each case, as amended or replaced from time to time;

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

“Original Equipment Manufacturer” or **“OEM”** means an organization that, as its primary business function, designs, assembles, owns the trademark/patent and markets computer equipment including the Resources to be supplied under the Agreement and that has signed the OEM Undertaking, if required, as set out in Appendix G. The OEM name shall appear on the actual end-user computing device Resources and the OEM must support warranties in Canada;

“Personal Information” or **“PI”** is defined in Appendix A, the Form of Agreement;

“Preferred Proponent” means the Proponent that successfully reaches an agreement with OEM at the end of the negotiation process in accordance with the evaluation and negotiation process set out in this RFP;

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

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

“Quick Quote” means a request for pricing for Client specific Resources, issued by a Client or OEM on behalf of a Client, to the Supplier;

“Rate” means the maximum price (i.e. the Supplier’s Published Canadian Web Price List on the Supplier’s website, the minimum percentage discount applied to the Supplier’s Published Canadian Web Price List on the Supplier’s website, and the maximum net Rates) for the Deliverables as set out in the Proponent’s submitted Appendix C – Commercial Envelope;

“Request for Proposals” or **“RFP”** means (a) this non-binding Request for Proposals #2016-261 issued by OEM, including all appendices and addenda thereto; and, (b) OEM and the Selected Proponent will negotiate whereby parties exchange offers and counteroffers until a point where they reach either (i) an agreement in respect of the object of the negotiations; (ii) the Selected Proponent submits its BAFO; or (iii) the parties conclude that they will not reach an agreement and discontinue negotiations;

“Resource” means all the end-user computing devices and services, and work to be provided or performed by the Supplier, under the Agreement, and includes everything that is necessary to be supplied, provided or delivered by the Supplier;

“Selected Proponent” means the Proponent that OEM has identified as the highest scoring Proponent in accordance with the evaluation process set out in this RFP;

“Standard Warranty” or **“OEM’s Standard Warranty”** means the Original Equipment Manufacturer’s standard onsite warranty, including all parts and labour, coverage that allows warranty work to be completed by an OEM certified technician;

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

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

“Suppliers Published Canadian Web Price List” means the Resource Rates that are listed on the Supplier’s website, in Canadian dollars;

“Technical Response” means the technical information the Proponent submits within OTP as part of the technical envelope;

“Term” has the meaning set out in Section 1.3 of this RFP; and,

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

[End of Part 1]

CONFIDENTIAL

PART 2 - THE DELIVERABLES

2.1 Description of Deliverables

The Supplier shall provide new, quality, cost effective Resources to OEM Clients as required.

2.2 Supplier Expertise and Capabilities

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

- Demonstrated experience providing the proposed Resources to organizations of similar size and scope;
- Capacity to provide large volumes of fixed and mobile device Resources to geographically dispersed Client base;
- Extensive knowledge related to the Resources being proposed;
- Demonstrated experience working collaboratively with its customers;
- Leader in the use and integration of new emerging trends and technologies;
- Demonstrated ability to offer robust online ordering functionality;
- Proven ability to provide experienced, and knowledgeable administrative support personnel;
- Demonstrated experience providing professional and timely customer support; and,
- Commitment to continuous improvement.

2.3 Minimum Supplier Requirements

The Supplier resulting from this RFP must:

- Be the OEM or an authorized reseller of the proposed Deliverables;
- Offer Resources manufactured in accordance with documented OEM specifications ensuring OEM warranty availability in Canada;
- Offer new (i.e. contain only new parts, are not refurbished, not previously used, and not remanufactured) Resources, available for sale in Canada;
- Provide consistent high quality device Resource ensuring stable performance;
- Be capable of providing Resources to all Clients;
- Provide minimum discounts off its Supplier's Published Canadian Web Price List;
- Provide all Deliverables set out in this RFP;
- Be authorized to provide required operating systems;
- Be environmentally conscience and support Client sustainability efforts;
- Ensure device Resources are built, tested and free from viruses prior to delivery to Clients;
- Provide fixed and mobile device Resources that possess Electronic Product Environmental Assessment Tool ("EPEAT") rating of silver or above; and,
- Provide Energy Star Certified fixed and mobile device Resources.

2.4 Resources

The Supplier shall provide enterprise business grade End-User Computing Device as well as Service Resources on an as-and-when-required basis as further described below throughout the Term of the Agreement.

2.4.1 End-User Computing DEVICE Resources

The Supplier shall provide the following Resources, configured as required, to meet Client needs.

- Proposed fixed and mobile device Resources must be from one (1) OEM as identified in the Proponent's Commercial Envelope:
 - Fixed device Resources, such as all-in-ones, desktops, Independent Software Vendors ("ISV") certified workstations, small form factors, thin client devices, towers, and performance workstations; and,
 - Mobile device Resources, such as ISV certified workstations, mobile workstations, notebooks, tablets, rugged, and thin client devices.
- Proposed accessories, peripherals, and other device Resources may from the same OEM's (as for fixed and mobile device Resources) or different OEM's as shall be identified in the Proponent's Commercial Envelope:
 - Accessories, such as adapters, batteries, cables, carts, cases/bags, chargers, charging carts, consumables (e.g. for peripheral device Resources), docking stations, external drives, graphic cards, headphones, keyboards (wired and wireless), memory modules, mice (wired and wireless), microphones, monitors (OEM and non-OEM branded, touch and non-touch), mounts/stands, security locks, speakers, stylus, surge protectors, touchpads, wearables, and webcams;
 - Peripheral device Resources, such as scanners, printers, projectors, and smart TVs; and,
- Other device Resources, such as storage (e.g. hardware devices), routers, switches, servers, power supplies, and chrome devices.

2.4.2 Enterprise Business Grade Device Resources

The Supplier shall provide enterprise business grade (i.e. not consumer grade) device Resources defined to contain the following:

- Life expectation - enterprise business grade Resources have planned life cycles that take the supportability of the device Resources into consideration beyond their production timeframe. This means that drivers for the device Resources will be updated and maintained over the Term of the Agreement.
- Consistency in parts - enterprise business grade Resources are expected to be constructed of high quality to ensure stable performance. The parts in a Resource should be identical to those in another of the same make and model, no matter where or when it is purchased. Enterprise business grade Resources should be designed such that supporting one (1) device Resource is the same as another copy of the same device Resources because the internal parts are the same.
- Quality of construction - enterprise business grade Resources are designed so internal parts will work together through the life of the Resources and support future operating systems and applications as they evolve.

2.4.3 Quality

The Supplier and/or its OEM shall be registered under ISO 9001 (2008) from a nationally accredited registrar for the manufacturing facility where the proposed fixed/mobile device Resources are made.

2.4.4 Security

The Supplier shall provide Trusted Platform Module ("TPM") embedded security chip on proposed fixed and notebook device Resources.

2.4.5 Operating Systems

The Supplier shall support various operating system requirements, such as Microsoft, Chrome, and Linux for fixed and most mobile device Resources. Additionally, the Supplier shall support Android operating systems as it relates to mobile device (e.g. tablets) Resources.

2.4.6 Central Processing Unit

The Supplier shall provide both Intel® and AMD central processing units to Clients, as required. Other better or equivalent central processing units may also be provided by the Supplier if requested by the Client.

2.4.7 Other Related Device Resources

During the Term of the Agreement, if mutually agreed upon by OEM and the Supplier, other Resources (e.g. emerging technology/innovation, interactive displays, point of sale, unlocked cell phones, networking, digital signage) may be added to the Agreement to align with Client needs. Agreements will be amended accordingly.

2.4.8 End-User Computing SERVICE Resources

The Supplier shall provide the service Resources including but not limited to:

- Planning support services for the use and management of device Resources, such as:
 - Device/service Resource requirements;
 - Standardization;
 - Delivery schedule;
 - Roll-out; and,
 - End-of-life planning (e.g. decommissioning).
- Asset tagging service Resource, such as:
 - Paper labels affixed to the device Resource; and,
 - Radio Frequency Identification (“RFID”) or other electronic identification tagging.
- Configuration service Resources, such as:
 - Custom Basic Input Output System (“BIOS”) configuration;
 - Configure device Resources as requested by Client;
 - Image management (e.g. create, test, seek approval, fix, manage and deploy aligned with Client’s policies, and practices for light or full image requirements); and,
 - Operating systems patch management (e.g. application patches and updates).
- Installation service Resources, such as:
 - Installing device Resources as specified by Client, at Client’s physical location;
 - Redeployment, as required; and,
 - Warehousing, as required.
- Lifecycle management service Resources, such as:
 - Device Resource end-of-life notifications; and,
 - Recommended replacement device Resources.

2.4.9 Other Related Service Resources

During the Term of the Agreement, if mutually agreed upon by OEM and the Supplier, other related service Resources (e.g. emerging solutions, mobile device management systems, network efficiencies, security consulting) may be added to the Agreement to align with Client needs. Agreements will be amended accordingly.

2.5 Device Resource Updates

Device Resources shall be shipped, and updated with the following, at no charge to the Client:

- Current BIOS updates/patches/fixes installed; and,
- Latest available drivers.

2.6 OEM Warranty Coverage

The Supplier shall provide OEM Standard Warranty coverage as required by the Client, including parts and labour, for all device Resources, such as:

- Onsite warranty coverage (e.g. for fixed and notebook device Resources);
- Depot warranty (e.g. for tablet and chrome device Resources);
- Extended warranty coverage (e.g. additional one (1), two (2) or more years); and,
- Accidental warranty coverage (e.g. liquid spills, fire, drops and or electrical surges).

The Supplier shall ensure Client data/information is protected while being repaired.

2.7 Self-Maintainer Program

The Supplier shall provide a self-maintainer program including training and support for the program as required by Clients. The program allows Clients to resolve some device Resource issues themselves (e.g. part replacement) and receive financial compensation from the Supplier. If, however, the Client is unable to resolve the device Resource issue, the Supplier shall provide warranty service Resources directly.

Clients may request the Supplier provide replaceable part at the Client's location.

2.8 Repeat Call Resolution

During any warranty period where a device Resource part has been repaired three (3) times and requires a fourth repair, the Supplier shall replace the device Resource with a new device Resource of the same or better quality within a maximum period of fifteen (15) Business Days at no cost to the Client.

The Supplier shall be responsible for ensuring the new replacement device Resource is configured to meet the Client's needs.

The Supplier shall provide a no-cost spare device Resource, if required by the Client.

Where it is deemed that a new replacement device Resource is provided, the Supplier shall modify its asset tracking report to amend previously recorded asset information accordingly.

2.9 Dead-on-Arrival Device Resources

The Supplier shall provide an exchange for any dead-on-arrival ("DOA") device Resources that do not work at first boot at the Client's site.

The Supplier shall deliver the new replacement device Resource to the same Client location, within three (3) Business Days of notification by the Client at no extra charge to the Client. The Supplier shall ensure the new replacement Resource is configured to meet the Client's needs.

The Supplier shall provide a no-cost spare device Resource, if required by the Client.

Where new replacement device Resources are provided, the Supplier shall modify its asset management record accordingly to amend previously recorded asset information.

2.10 Demo Device Resources

The Supplier shall provide device Resources and allow Clients to demo and/or test them at the Client's location for up to ninety (90) days at no charge to the Client (including no charge for delivery, installation, removal or return). Demo/testing may include imaging, technical/functional compliance testing, acceptance testing, ease of operation, image validation and suitability for purpose.

The quantity of demo device Resources shall be mutually agreed upon between the Client and Supplier.

The Supplier may offer an additional discount-off the purchase price of the demo/tested device Resources should the Client decide to purchase.

2.11 Device Resource Recalls

The Supplier will be responsible for managing OEM device Resource and or part recalls and informing the Clients and OEM in a timely manner. If a recall occurs, the Supplier shall be responsible for all applicable costs (e.g. return, replacement, delivery).

The Supplier shall provide a no-cost spare device Resource, if required by the Client.

2.12 Electrical Requirements

Any electrical equipment/products/device Resources used on Client premises must be energy efficient and authorized or approved by the Client and in accordance with the Electrical Safety Code or by 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 equipment/products/device Resources at Client's facilities.

2.13 Order Management

The Supplier shall support a variety of ordering methods, including but not limited to:

- Client's Enterprise Resource Planning ("ERP") solution;
- Electronic commerce;
- Electronic Data Interchange ("EDI");
- Email;
- Fax;
- Phone; and,
- Supplier's online ordering website/portal.

2.13.1 Online Ordering

The Supplier shall provide a secure user-friendly online ordering (e.g. website/portal) technology, available via fixed and mobile platforms (e.g. computer devices, smart phones) that will:

- Allow generic or individual user login ID and password;
- Provide a customizable landing page for an individual Client;
- Contain Resources specifically for an individual Client (e.g. unapproved Resources shall be blocked from access as requested);
- Feature search function to allow easy lookup (e.g. by description, specifications, manufacturer or device Resource part number);
- Include Agreement warranty options and Rates;
- Contain real time inventory information;
- Provide Agreement Rates for Resources;
- Provide acknowledgement, expected delivery date and status (e.g. any back orders/constraints);
- Include Supplier entered orders, on Client's behalf (e.g. against custom quotes);
- Provide support and technical information, including links to print drivers and updates;
- Provide access to reference manuals;
- Provide training material (e.g. videos) and documentation;
- Allow Clients to easily track their orders; and,
- Provide information related to website maintenance and other situations where orders will be impacted.

2.14 Electronic Commerce

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

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

- Have access to internet;
- Complete SciQuest supplier registration documentation;
- Provide hosted or level-two punch-out catalogue of Resources for ordering through SciQuest;
- Support cXML or email purchase orders;
- Submit invoices via SciQuest portal;
- Have an email address to receive SciQuest communications (e.g. complete registration, receive email notifications); and,
- Have available resources to manually submit invoices via the SciQuest provided portal.

2.14.1 No Minimum Order

There is no minimum order value or quantity requirement for OEMC Clients using the resulting Agreement.

2.14.2 Substitutions

In the event that a device Resource is not available to fulfil the Client's order, the Supplier shall only substitute device Resources upon approval from Client's designated personnel with those of equal or better functionality.

2.14.3 Delivery

Clients require various types of delivery from end user to central delivery locations. Clients may have more than one (1) delivery location within one (1) delivery address.

Delivery charges of any kind (e.g. for orders, replacements, recalls, returns, depot warranty) will **not** be accepted or paid.

Resources will be packaged appropriately to ensure safe delivery. All deliveries must include a packing slip specifying the Client's required information (e.g. name of the employee who placed the order, purchase order number, description and quantities ordered and shipped, back orders, if any).

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

2.14.4 Lead-Time

The maximum lead-time for device Resource delivery is fifteen (15) Business Days from the date of order to Client's specified location.

2.14.5 Returns

The Supplier shall accept all device Resources returned by the Client that were not used and were ordered incorrectly under the Agreement within thirty (30) days from delivery date, at no charge to the Client.

2.15 Invoicing

The Supplier shall submit an invoice per shipment (aligned with packing slip) to the Client after Resources have been provided at Client's designated location.

Flexibility in invoicing processes is required. The Supplier shall, for Clients using SciQuest, support cXML and/or portal invoicing functionality.

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

- Client's name and delivery address;
- Invoice date and number;
- Name of the person who placed the order and/or the Client's purchase order number, as required;
- Order date;
- Detailed description, serial number (if applicable), quantity and Rate of Resources invoiced;
- Type of device Resource (e.g. fixed, mobile, accessory, peripheral, other device Resources or service Resource), if applicable;
- Client's cost centre number, general ledger number, as required; and,
- Extended total and Harmonized Sales Tax ("HST").

2.15.1 Payment Terms and Methods

Flexibility in payment processes is required. The Client's common payment terms are net thirty (30) days. Different payment terms, however, may be agreed to when executing CSAs (e.g. 2%/10 early payment discount for Clients).

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

The Supplier shall accept payment from Clients by cheque, P-Card, Visa Payables Automation (via ghost card) or Electronic Funds Transfer ("EFT").

2.15.2 Electronic Fund Transfer

The Supplier shall provide the Client with the necessary banking information to enable EFT for any related invoice payments. The necessary information includes, but is not limited to:

- A void cheque;
- Financial institution's name;
- Financial institution's transit number;
- Financial institution's account number; and,
- Email address for notification purposes.

2.16 Financial Incentives to Clients

Where feasible, the Supplier shall propose financial incentives to Clients to promote additional cost savings or increased revenue resulting from operational efficiencies or marketing opportunities that may include, but are not limited to:

- Increased online ordering;
- Use of P-Card;
- EDI invoicing and payment processes;
- Early payment discount for Clients; and,
- Higher volumes/overall growth in business.

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

The financial incentives the Supplier and Client agree to shall be incorporated into the CSA and reviewed and adjusted (e.g. annually), as required.

2.17 Customer Support to Clients

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

- A responsive account executive (or team of personnel lead by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing ordering, administrative, operational support and issue resolution;
- An entire sales force well versed in the details of the resulting Agreement;
- Technical support seven (7) days a week, twenty-four (24) hours per day;
- Easy access to the Supplier (e.g. by online, chat, toll free telephone number, email, voicemail, and fax);
- Responding to Client's inquiries (e.g. to day-to-day activities, purchasing portal queries, hardware refreshes/device Resource changes) within one (1) Business Day;
- A designated single point-of-contact for:
 - Returns, or defective device Resources and warranty support;
 - Invoice issues and or resolution; and,
 - Technical assistance
- Promote the use of technology innovation to facilitate excellent Client experience;
- Knowledge transfer, and no-charge educational events (e.g. webinars);
- Attend meetings with Clients, as requested;
- Provide reports and or access to online reports, upon request;
- Support co-ordinated bulk purchases - OEMC and or Clients may co-ordinate bulk Resource purchases for several Clients at one (1) time at any time during the Term of the Agreement. If this occurs, OEMC or the Client may negotiate a lower Rate with the Supplier for bulk purchases. Lead-time for bulk purchases may differ from that set out in Section 2.14.4. OEMC or the Client will ensure reasonable lead-times for bulk purchases are requested; and,
- Manage device Resource model changes - the Supplier shall ensure that in the event a proposed device Resource or a device Resource part becomes unavailable and a replacement is proposed, OEMC and the Client will be provided with the reason why, and the replacement device Resource or part shall have as a minimum, equal or greater functional capabilities/specifications and EPEAT rating, than those of the retiring device Resource or part.

2.17.1 Customer Satisfaction

Understanding that each Client is different, the Supplier will perform semi-annual (at minimum) customer satisfaction surveys with the Client's staff responsible for ordering and managing the acquisition of Resources.

The survey should be focused on, but not limited to:

- Customer support;
- Issue resolution processing;
- Price competitiveness;
- Invoice discrepancies;
- Delivery lead times;
- Response time; and,
- Performance (i.e. is the Supplier meeting Service Level Agreement ("SLA")).

The survey contents, needs and requirements will vary from one (1) Client to another. The Supplier shall work with the Client to develop, and distribute as mutually agreed upon by the Supplier and Client, an appropriate survey for their organization. Results shall be shared with OEMC upon completion.

2.17.2 Client Reporting

The Supplier shall be responsible for providing various monthly reports to Clients. Flexibility in reporting processes is required (e.g. available through the Supplier's portal or pushed out to Clients if requested).

The purchase activity reports shall contain, at a minimum, the following information:

- Client's organization name;
- Delivery address;
- Invoice date and number;
- Client's purchase order number and date, if applicable;
- Detailed resource description including serial numbers;
- OEM's public part number;
- Supplier's part number;
- Order quantity;
- Unit price;
- Unit of measure;
- Subtotal, HST and total;
- Quick Quote and/or further discounted prices;
- Performance matrices (e.g. number of back-orders, on-time, late deliveries);
- Issues and resolutions (e.g. those encountered, resolved, timing); and,
- Cost reduction ideas.

The service Resource activity reports shall contain, at a minimum, the following information:

- Client's organization name;
- Client's address where service Resource occurred;
- Date of service Resource (both start and complete dates);
- Model and serial number of device Resource services;
- Name of technician;
- Time taken to complete service Resource;
- Description (what was the end user's complaint);
- Cause of problem;
- Solution of problem;
- What measures were taken to ensure the same problem doesn't re-occur;
- Test results, if any; and,
- Proof that the SLA is being met.

Clients may require other reporting, such as those set out below. The details of other Clients reporting requirements would be set out in the CSA.

- Advance/pre-delivery asset reporting;
- Asset management reporting;
- Discontinued device Resources along with reason for discontinuation;
- Delivery reporting; and,

- Standard warranty registration confirmation.

2.18 Agreement Management Support to OECM

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

- Assigning an OECM account executive responsible for overseeing all aspects of the delivery and support of the Master Agreement;
- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- Promoting the Agreement within the Client community;
- Attending, at a minimum, quarterly business review meetings with OECM to review, and if necessary, act upon:
 - The previous quarter's SLAs;
 - CSAs and upcoming opportunities will be identified to OECM (active and those pending);
 - Deliverables and potentially other related device and service Resources to support Client's business requirements;
 - Issues and opportunities for improvement;
 - Device Resource lifecycle management;
 - Industry trends, new technology/innovation;
 - Service Resource improvement plans;
 - Service delivery processes;
 - Operational activities;
 - Status of outstanding problems/complaints;
 - Monitor performance management compliance;
 - Quick Quotes requested and issued;
 - Savings achieved;
 - Client issued customer satisfaction survey results;
 - Potential enhancements to Key Performance Indicators ("KPIs") and SLAs; and,
 - Inventory management/audits/upcoming issues.
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- Monitoring, managing and reporting pricing, savings, customer satisfaction results and CSA status; and,
- Timely submission of reports showing invoiced Resources, the applicable Cost Recovery Fee ("CRF"), and other ad hoc reports as required.

2.18.1 Agreement Promotion

The Supplier shall promote the Agreement as set out below within the Client community by:

- Identifying and marketing the resulting Agreement as a vehicle for the acquisition of end user computing Resources without the Client having to perform an individual tender for similar Resources (e.g. advising Clients about the fair, open, transparent and compliant process OECM carried out aligned with the BPS Procurement Directive);
- Executing CSAs with interested Clients; and,
- Providing excellent customer and technical support.

2.18.2 Performance Management

During the quarterly business review, OECM will review the Key Performance Indicators ("KPIs") and SLAs with the Supplier. The KPIs may include, but are not limited to the following:

Service Quality KPIs	Indicator	Service Level	Measurement
Service resolution	Percentage of service requests resolved within agreement standard	Next Business Day onsite service	98% of total service requests
Resource end-of-Life notification	Advance notice provided to Clients prior to Resource becoming unavailable	No less than 90 calendar days prior to end of availability	98% of the time
Mean-time-to-repair ("MTTR")	Time from service request to repair	Within 3 Business Days	98% of the time measured – calendar monthly
Service calls	Total number of service calls	Percentage of service calls of delivered device Resources per month	98% resolution rate
Order delivery – rush	Delivery of order to Client location following receipt of order	5 Business Days (rush)	98% of the time measured – calendar monthly
Cycle time from order to delivery – regular order	Delivery of order to Client location following receipt of order	15 Business Days	98% of the time measured – calendar monthly
Standard Warranty repair	Repaired and functioning	3 Business Days	98% of the time
DOA – faulty device Resources	Number of DOAs versus total delivery	Per month	Less than 1%
Resource returns	Provide return material authorization ("RMA")	Within 2 Business Days	98% of the time
Client ratings of service – Client satisfaction	High level of satisfaction	Semi-annual survey	98% satisfaction level
Number of Client complaints – issues		Semi-annual	Less than 2% of total Client requests

Detailed KPIs, SLAs and penalties will be established and agreed upon at the Agreement finalization stage between OECM and the Selected Proponent.

During the first one-hundred and eighty (180) days of the Agreement, the Supplier shall collect and report agreed upon KPIs to OECM for review of KPIs or SLAs compliance. After this period, the Supplier shall collect and report the agreed upon KPIs on a quarterly basis to OECM and they will be used to measure the Supplier's performance and, if necessary penalties, throughout the Term of the Agreement.

The Proponent shall maintain accurate records to facilitate the required performance management reporting requirements.

Client may, when executing a CSA, seek other KPIs and SLAs.

2.18.3 Reporting to OECM

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

- Client's organization name;
- Client's sector (e.g. college, school board, university, BPS);
- Invoice date and number;
- Client's purchase order number, if applicable;
- Detailed Resource description and type (e.g. fixed, mobile, accessory, peripheral, other);
- OEM's part number;
- Supplier's part number;
- Unit of measure;
- Gross and net Rates (i.e. after percentage discount has been applied);
- Number of Quick Quotes issued/responded to;
- Savings;
- Resource quantity sold;
- Total cost (subtotal excluding taxes);
- Cost Recovery Fee (i.e. subtotal and HST);
- Financial incentives provided to Clients (if applicable);
- Environmental performance activities;
- CSA status;
- Resource forecasts;
- The number of on-time and late deliveries;
- Issues encountered and resolution resolving issue;
- Proposed improvements to service provision; and,
- Cost reduction ideas.

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

2.19 Environmental Considerations

Clients and OECM promote environmentally responsible practices to minimize environmental impact as it relates to the Resources in this RFP.

The Supplier shall report quarterly on its environmental performance during the Term of the Agreement including, but is not limited to, the following:

- Environmental activities the Supplier participates in (e.g. fair trade practices, recycled content);
- Tracking and reporting the Supplier's environmental improvement over time by providing information on carbon footprint reduction, EPEAT certification and energy consumption;
- The Supplier's communication strategies used with Clients that reinforce sustainability;
- Quality assurance program certificates the Supplier possesses (e.g. ISO 14001, Occupational Health and Safety Management Systems Requirements);
- Environmental initiatives and associated implementation timelines, as applicable;
- Relevant social responsibility plan and/or initiatives with implementation timelines, as applicable; and,
- Any environmental considerations such as increased energy savings, greenhouse gas reductions and donation programs.

2.20 Disaster Recovery and Business Continuity

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

2.21 Workplace Hazardous Materials Information System

The Supplier shall ensure Workplace Hazardous Materials Information System ("WHMIS") material safety data sheets ("MSDS") are onsite as required. Additionally, the Supplier should provide the Client's personnel WHMIS training, as it relates to the Resources and equipment, in accordance with the *Ontario Occupational Health and Safety Act*.

Additional copies of MSDS sheets should be provided by the Supplier to Clients, upon request.

2.22 Licences, Right to Use and Approvals

The Supplier shall obtain all licences, right to use and approvals required in connection with the supply of the device Resources. The costs of obtaining such licences, 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, right to use and approval to carry on an activity contemplated in its Proposal or in the Agreement, neither acceptance of the Proposal nor execution of the Agreement by OEMC shall be considered an approval by OEMC for the Supplier to carry on such activity without the requisite licence, right to use or approval.

2.23 Accessibility for Ontarians with Disabilities Act

OEMC and its Clients are committed to the highest possible standards for accessibility. The Supplier must be capable to recommend and deliver, as appropriate for the Deliverables, accessible and inclusive Resources consistent with the Ontario Human Rights Code ("OHRC"), the *Ontarians with Disabilities Act, 2001* ("ODA") and *Accessibility for Ontarians with Disabilities Act, 2005* ("AODA") and its regulations in order to achieve accessibility for Ontarians with disabilities.

In accordance with Ontario Regulation 429-07 made under the *Accessibility for Ontarians with Disabilities Act, 2005* (Accessibility Standards for Customer Service), Clients have established policies, practices and procedures governing the provision of its services to persons with disabilities.

The AODA may be found at http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm.

2.24 Documentation

The Supplier shall maintain all necessary records related to the provision of the Resources for seven (7) years after the expiration of the Term of the Agreement.

Further information is detailed in Appendix A – Form of Agreement.

2.25 Pricing Methodology

The proposed Rates (i.e. the Supplier's Published Canadian Web Price List on the Supplier's website, the minimum percentage discount applied to the Supplier's Published Canadian Web Price List on the Supplier's website, and the maximum net Rates) shall be firm maximum Rates until October 2017.

The Supplier may, at any time during the Term of the Agreement, propose better Rates (i.e. better discounts for device Resources or lower net Rates for service Resources) at any time during the Term of the Agreement.

OEMC's goal is to keep Rates as low as possible for Clients. However, the Supplier may request a pricing refresh of the Supplier's Published Canadian Web Price List for device Resources and/or the maximum net Rates for service Resources twice per year thereafter. Refreshed prices shall be updated in April and October annually, if agreed upon by OEMC, and shall remain firm until the next pricing refresh period.

For certainty, the Supplier's Published Canadian Web Price List Rates for device Resources, the minimum percentage discount applied to the Supplier's Published Canadian Web Price List on the Supplier's website, or the maximum net Rates) shall not increase (e.g. on the Supplier's online ordering technology or when a

Client places an order by any means) during any pre-defined six (6) month period for the Term of the Agreement.

The Supplier shall provide a written notice to OEMC at least sixty (60) days prior to the first of April and October, if requesting pricing refresh.

Any pricing refresh request from a Supplier must be supported by the OEM (if the Supplier is not the OEM) and accompanied by appropriate documentation (i.e. OEM's letter of increases, detailed calculations, individual Client impact analysis), and the expected price refresh (i.e. the Supplier's Published Canadian Web Price List Rates, or the minimum percentage discount applied to the Supplier's Published Canadian Web Price List on the Supplier's website, or maximum net Rates for Resources to support any price adjustment.

OEMC will not consider any fixed costs or overhead adjustments in its review. As part of any review OEMC will consider pricing adjustments that reflect changes in operation adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, substantial fluctuations (as set out in Appendix A – Form of Agreement) in foreign exchange Rates as published by Bank of Canada, or ordinances. OEMC may also incorporate a third party index (e.g. Consumer Price Index) in its Rates review.

Agreement management performance (i.e. KPIs, SLAs, quality, Resource provision, response time, and reporting) will be considered by OEMC when contemplating a pricing refresh.

Clients require a thirty (30) days prior notice on any Rate change. If for any reason, the Supplier and OEMC cannot agree on the new Rates within the specified timeframe, the Rates shall not be adjusted until the next opportunity (i.e. the following April or October) at OEMC's sole and absolute discretion.

If price increases are agreed upon between OEMC and the Supplier, the new Rates would only be applicable to Resources ordered after the amendment effective date of the agreed upon Rate change.

If, however, a pricing refresh is not requested, the Rates from the previous (six (6) month) period shall remain in effect for the next period (e.g. the following six (6) months).

Agreements will be amended accordingly.

2.26 Saving Calculation

OEMC tracks, validates, and reports on savings on all its agreements. Once OEMC receives the Clients' approval, the Supplier shall provide OEMC with Clients' historical spend (e.g. baseline information) prior to the effective date of Agreement if applicable.

2.27 OEMC Cost Recovery Fee

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

The Supplier shall pay the following CRF to OEMC on the before tax amount of Resources, as described below, invoiced by the Supplier to the Clients throughout the Term of the Agreement:

- One-point-nine-four-percent (1.94%) on fixed, mobile, peripheral, and other device Resources and all service Resources; and,
- Two-point-two-five percent (2.25%) on all accessory Resources

Cost Recovery Fees will be established and agreed upon at the Agreement finalization stage between OEMC and the Selected Proponent.

The first CRFs shall be paid to OEMC by February 14, 2017 and shall include any Supplier invoice activity to Clients issued between the Agreement execution date and January 31, 2017. The CRF shall be paid to OEMC **monthly** thereafter for the Term of the Agreement.

HST is applicable to the CRF payments made to OEMC.

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

OECM may, during the Term of the Agreement, implement other CRF methodologies. If this occurs, the maximum CRF noted above shall not increase.

[End of Part 2]

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PART 3 – EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

OECM will conduct the evaluation of Proposals in the following **seven (7)** stages:

Stages	Evaluation	Scoring Methodology and Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	Pass/Fail	Pass
Stage II	Technical Response	600	Refer to Appendix E
Stage III	Optional Presentation	No Point Allocation	Not Applicable
Stage IV	Commercial Response	388	Not Applicable
Stage V	Cumulative Score	988	Not Applicable
Stage VI	Tie Break	No Point Allocation	Not Applicable
Stage VII	Negotiations	No Point Allocation	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 of the qualification requirements.

The Proponent must ensure that all qualification requirements have been addressed satisfactorily in its Proposal, in order for the Proposal to proceed to Stage II of the evaluation process.

Any Proposal that is not considered by OECM, to meet all qualification requirements, subject to the express and implied rights of OECM, will be disqualified and not evaluated further.

A Proposal must include the following **five (5)** qualification submission forms:

Appendix	Title of Appendix	Method of Submission
Appendix B	Form of Offer	Complete within OTP
Appendix C	Commercial Envelope	Upload to OTP
Appendix F	Consortium Information, if applicable	Upload to OTP, if applicable
Appendix G	OEM Undertaking, if applicable	Upload to OTP, if applicable
Appendix I	Compliance with Agreement	Upload to OTP

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

Proposals received after the Closing Date will be rejected.

If a Proponent fails to insert any information required on the Form of Offer, and/or the Consortium Form if applicable, OECM may provide such Proponent with an opportunity to rectify such deficiency within a period of two (2) Business Days from notification thereof. Proponents satisfying the identified deficiencies on the Form of Offer, and/or the Consortium Form, if applicable, within such period will proceed to Stage II. Proponents failing to satisfy the identified deficiencies within such period will be disqualified and not evaluated further.

3.2.1 Form of Offer – Appendix B (Qualification Response Form)

Each Proposal must include a Form of Offer (Appendix B) completed fully within OTP by the Proponent.

(a) Conflict of Interest

In addition to the other information and representations made by each Proponent in the Form of Offer, each Proponent must declare whether it has an actual or potential Conflict of Interest. If, at the sole and absolute discretion of OECM, the Proponent is found to be in a Conflict of Interest, OECM may, in addition to any other remedies available at law or in equity, disqualify the Proposal submitted by the Proponent.

The Proponent, by submitting the Proposal, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Agreement other than those disclosed in the Form of Offer. Where OECM discovers a Proponent's failure to disclose all actual or potential Conflicts of Interest, OECM may disqualify the Proponent or terminate any Agreement awarded to that Proponent pursuant to this RFP process.

(b) Insurance

By completing the Form of Offer, the Proponent agrees, if selected, to carry appropriate insurance as outlined in Appendix A – Form of Agreement. The Preferred Proponent must provide proof of such insurance coverage in the form of a valid certificate of insurance prior to the execution of the Agreement by OECM.

(c) General

OECM, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Agreement awarded to a Proponent in the event that OECM determines that the Proponent made a misrepresentation or submitted any inaccurate or incomplete information in the Form of Offer.

A Proposal that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the RFP may be disqualified.

3.2.2 Commercial Envelope – Appendix C (Qualification Submission Form)

The Commercial Envelope must be completed and uploaded into OTP by the Proponent in accordance with the instructions contained below and in Appendix C, provided that the following shall apply:

- The Proponent shall propose minimum percentage discounts off the Supplier's Published Canadian Web Price List for device Resources and maximum Rates for service Resources applicable to all Clients;
- The Proponent must include, with Appendix C – Commercial Envelope, a copy (e.g. Uniform Resource Locator ("URL")) of the Supplier's Published Canadian Web Price List which shall be available to OECM Clients for the Term of the Agreement;
- Unless otherwise stated, all Rates shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, materials, fuel, fuel surcharge, office support, profit, permits, licences, labour, insurance, Workplace Safety Insurance Board costs, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates;
- All Rates shall be quoted exclusive of the HST, or other similar taxes, each of which, if applicable, should be stated separately;
- In the event of any discrepancy in the Rates within a Proposal, the lowest Rate submitted shall prevail.

The Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the RFP, that it has factored all of the provisions of the Agreement, if any, into its pricing assumptions, calculations and into its proposed Rates indicated on the Commercial Envelope.

3.2.3 Consortium Form – Appendix F (Qualification Submission Form, if Applicable)

Each Proposal must include, via upload into OTP, a completed and signed Consortium Form if applicable to the Proponent.

3.2.4 OEM Undertaking – Appendix G (Qualification Submission Form, if Applicable)

The OEM Undertaking form attached as Appendix G must be completed, and uploaded into OTP along with the Proponent's Proposal if the Proponent is not the OEM of the proposed Resources.

3.2.5 Compliance with Agreement – Appendix I (Qualification Submission Form)

The Compliance with Agreement form attached as Appendix I must be completed, and uploaded into OTP along with the Proponent's Proposal.

3.3 Stage II – Technical Responses

Stage II will consist of an evaluation and scoring of each Eligible Proposal on the basis of the Proponent's responses to the technical questions.

Proposals meeting or exceeding the minimum thresholds will receive a **pass** in this stage and proceed to Stage III of the evaluation process.

Any Proposal that does **not** meet the required minimum thresholds for the applicable technical component will **not** be evaluated further.

It is important that Proposals clearly provide all the necessary information so that a thorough assessment of the Proponent's experience, qualifications, and capabilities can be made.

In the case that contradictory information or information that contains conditional statements is provided with respect to a question, OECM will, in its sole and absolute discretion, determine whether the response complies with the requirements, and may seek clarification from the Proponent. The contradictory information may result in the Proposal receiving a low score for that particular technical question.

Proposals that do not respond to a particular technical question, or it is left blank or it contains a response of N/A or not applicable will receive a zero (0) score for that question. Where the evaluation team cannot reasonably find the response to a technical question, a zero (0) score will be assessed for that particular technical question.

Responses for each technical question should:

- Be complete (bullet point format is acceptable);
- Be concise and factual; and,
- **Demonstrate** the Proponent's understanding of the RFP Deliverables by providing answers validating its capabilities.

The following is an overview of the point allocation and minimum score requirements for the applicable technical questions for this RFP:

Technical Response Components	Available Points	Minimum Threshold, if any
1. Proponent's Knowledge, Capabilities and Experience	55	*
2. Quality Management	100	*
3. Logistics	80	*
4. Services	40	*
5. Customer Support to Clients	75	*
6. Warranty	30	NA
7. Life Cycle Management	20	NA
8. New Technology	20	NA
9. Sustainability	30	NA

Technical Response Components	Available Points	Minimum Threshold, if any
10. Business Continuity Planning	20	NA
11. AODA Support	20	NA
12. Support for Student/Faculty Learning and Development	30	NA
13. Agreement Management Support to OECM	50	NA
14. Cost Efficient Opportunities	30	NA
TOTAL POINTS FOR TECHNICAL RESPONSES:	600	
Overall Minimum Threshold Requirement:	300	

Technical Response components with a minimum threshold of fifty percent (50%) are noted above with an asterisk (*).

Detailed point allocations are set out in Appendix E – Technical Response.

N/A indicates not applicable.

3.4 Stage III – Optional Presentation

The highest scoring Proposals may be invited to a presentation.

It is anticipated that the session, if required, will occur at OECM or at a Client's location in the Greater Toronto Area. The Proponent should ensure its key resources are available to attend the session.

OECM will send a notice and further detail to the Proponent being invited at least three (3) Business Days and not more than ten (10) Business Days in advance of the proposed date and time for the presentation/demonstration. If the Proponent is unable to conduct the presentation at the proposed date and time, OECM will use reasonable efforts to: (i) find a mutually agreeable time on the date proposed by OECM; and, (ii) if OECM and Proponent are unable to do so, find a mutually agreeable time on a day prior to the date originally proposed by OECM.

Proponents may be required to answer questions from the evaluation team during this presentation. There may be a time restriction to the question and answer period.

The presentation session is not an occasion for the Proponent to amend its Proposal.

3.4.1 Content

The Proponent may be asked to address its capabilities as they relate to the Deliverables in this RFP, such as:

- Exhibiting its knowledge and experience;
- Demonstrating its technology (i.e. online order management, and reporting);
- Experience and plan to onboard OECM Clients to the resulting Agreement; and,
- Exhibit how it will bring value to students, innovation and savings to public sector entities.

3.4.2 Attendance

Up to five (5) Proponent participants (including technical staff) may attend the presentation.

3.5 Stage IV – Commercial Response

At the completion of Stage III of the evaluation, the pricing (i.e. Appendix C - Commercial Envelope) will be opened for all Eligible Proposals.

The following table provides an overview of the point allocation for the applicable pricing components:

Pricing Components	Available Points
Fixed device and warranty coverage Resources	160
Mobile device and warranty coverage Resources	160
Accessory Resources	40
Peripheral Resources	No Point Allocation
Service Resources	28
TOTAL POINTS FOR PRICING:	388

Refer to Appendix C – Commercial Envelope for sub-point allocations.

The below is an example of how points will be calculated for proposed Rates:

EXAMPLE OF PRICING EVALUATION of PART 2, MOBILE DEVICES, 2.1 NOTEBOOK LIGHT MODEL		
Proposed Rate	Calculation	Resulting Points
If Proponent 1 proposes the lowest Rate of \$100.00 for 2.1 Notebook Light Model, it would receive 100% of the points allocated.	$\$100 \div \$100 \times 38 \text{ Points}$	38.0
If Proponent 2 proposes the second lowest Rate of \$200.00 for 2.1 Notebook Light Model, it would receive 50% of the points allocated.	$\$100 \div \$200 \times 38 \text{ Points}$	19.0
If Proponent 3 proposes the third lowest Rate of \$400.00 for 2.1 Notebook Light Model, it would receive 25% of the points allocated.	$\$100 \div \$400 \times 38 \text{ Points}$	9.5

Each Rate will be evaluated based on the relationship of the Proponent's proposed Rate in comparison to other Proponent's proposed Rates on the Commercial Envelope (Appendix C) using a relative formula.

Where:

- \$0.00 or blank is entered in any Rate cell, it is deemed to mean that the particular Resources (i.e. device or service) **will be provided to Clients at no cost**. Therefore, when evaluating and scoring the Rates, a Proposal specifying \$0.00 or left blank in a pricing cell in Appendix C - Commercial Envelope shall receive the maximum point allocation for that particular Resource pricing component.
- N/A or not applicable in any cell for the Resource, it is deemed to mean that the particular Resource will **not be provided** to Clients. Therefore, when evaluating and scoring the Rates, a Proposal specifying N/A or not applicable in Appendix C - Commercial Envelope will receive a zero (0) point allocation for that particular pricing component.
- The remaining Proponents will be evaluated, also using a relative formula, based on the remaining percentage of available points. For example, in a hypothetical situation where five (5) Proposals were received and one (1) Proponent proposed \$0.00 Rate for a particular Resource, that Proponent will receive the maximum sub-point allocation, and the remaining four (4) Proponents will be evaluated based on eighty percent (80%) of the available sub-point allocation.

The above process will occur for all pricing components.

All scores, for each pricing component, will be totaled for each Proposal.

3.6 Stage V – Cumulative Score

At this stage, the scores from Stages II and IV will be totaled for each Proposal and subject to the express and implied rights of OECM; the Proponents, offering different OEMs for fixed and mobile device Resources, with the highest scoring Proposals will become the Selected Proponents and be invited to negotiation, as further described in Section 3.8.

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

3.7 Stage VI - Tie Break Process

At this stage, where two (2) or more of the highest scoring Proposals achieve a tie score on completion of the Stage V, OECM may negotiate with both Proponents or break the tie by selecting the Proposal with the highest score in Stage IV – Pricing.

3.8 Stage VII –Negotiations

At the conclusion of the Stage VI, OECM will invite the highest scoring Selected Proponents to enter into negotiations.

Negotiations will be based on the RFP requirements, and the Selected Proponent's Proposal, including Rates understanding OECM is seeking the best overall solution and value for money for Clients.

The negotiations may include:

- Resources (e.g. performance, SLAs, penalties, reporting);
- Agreement terms and conditions;
- Additional references, if required;
- Rates, alternative pricing methodologies and Cost Recovery Fees; and,
- Best and Final Offer.

Negotiations may include requests by OECM for supplementary information from the Selected Proponent to verify, clarify or supplement the information provided in its Proposal or confirm the conclusions reached in the evaluation and may include requests by OECM for improved pricing.

OECM intends to complete negotiations within fifteen (15) calendar days after notification. If, for any reason, OECM and the Selected Proponent fail to reach an agreement within the aforementioned timeframe, OECM will at its sole and absolute discretion request the Selected Proponent to submit its Best and Final Offer or to terminate discussions and negotiations with that particular Selected Proponent.

Once the Selected Proponent and OECM reach an agreement, the Selected Proponent will become the Preferred Proponent and will be invited to execute the Agreement.

Proponents are cautioned not to assume that the lowest priced Proposal will result in an Agreement award, and there will be no legally binding relationship created with any Proponent prior to the execution of a written Agreement.

3.9 Agreement Finalization

Once the Agreement has been executed, Clients may execute a CSA with the Supplier.

OECM shall at all times be entitled to exercise its rights under Section 4.9.

3.9.1 Notification to Other Proponents

Once the Agreement is executed between OECM and the Preferred Proponent, the other Proponents may be notified directly in writing and by public posting in the same manner that the RFP was originally posted, of the outcome of the procurement process and the award of the Agreement.

3.10 Agreement Launch and Marketing

OECM will promote the use of the Agreement with Clients as set out in Section 1.9. During the post-award period, the Supplier will be expected to meet with OECM, as-and-when-required, to discuss an effective collaborative Agreement launch approach.

OECM will work closely with the Supplier and request that, where available, communications and marketing experts join discussions to achieve the desired outcome. During this period, the Supplier should provide OECM the information as requested including, but not limited to:

- Supplier profile and logo;
- Supplier contact information; and,
- Access to training materials (e.g. webinars).

[End of Part 3]

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PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 RFP Timetable

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

RFP Timetable	
Event	Date/Time
OECEM's Issue Date of RFP:	September 8, 2016
Proponent's Information Session:	3:00 pm on September 12, 2016
OTP Demonstration:	3:00 pm on September 15, 2016
Proponent's Deadline for Questions:	5:00 pm on September 21, 2016
OECEM's Deadline for Issuing Answers:	September 26, 2016
Proponent's Deadline for Questions Pertaining to Issued Documents only:	5:00 pm on September 28, 2016
OECEM's Deadline for Issuing Final Addenda:	October 3, 2016
Closing Date:	2:00:00 pm on October 13, 2016
Agreement Start Date:	December 2016/January 2017

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

OECEM 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 Proponents may thereafter be subject to the extended timeline.

4.1.2 Proponent Information Session

A Proponent may, but is not required to, participate in the Proponent Information Session, which will take place at the time set out in Section 4.1.1.

Access to the teleconference, webinar and any other applicable information will be sent to all companies who have downloaded the RFP through **Messages** on OTP.

The Proponent Information Session may provide an opportunity for Proponents to enhance its understanding of this RFP.

Any changes to the Proponent Information 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 Information Session and the RFP, the RFP shall prevail.

4.1.3 OTP Demonstration Session

A Proponent may, and is strongly encouraged to, participate in the OTP Demonstration Session, which will take place in the format of webinar at the time set out in Section 4.1.1. The OTP Demonstration Session will provide an opportunity for Proponents to learn how to use OTP to submit its Proposal.

Access to the teleconference, webinar and any other applicable information will be sent to all companies who have downloaded the RFP through **Messages** on OTP.

A Proponent who is not available to attend the OTP Demonstration Session can contact OTP technical support for training directly for further assistance.

Any changes to the OTP Demonstration date will be issued in an addendum on the OTP.

4.1.3 Proponents to Follow Instructions

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

4.1.4 Proposals in English

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

4.1.5 OECM's Information in RFP Only an Estimate

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

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

4.1.6 Proponent's Costs

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

- The preparation, presentation and submission of its Proposal;
- The Proponent's attendance at any meeting in relation to the RFP process, including any presentation and or interview;
- The conduct of any due diligence on its part, including any information gathering activity;
- The preparation of the Proponent's own questions prior to the Closing Date; and,
- Any discussion and/or finalization, if any, in respect of the Form of Agreement.

4.2 Communication after RFP Issuance

4.2.1 Communication with Buyer Organization

All communications regarding any aspect of this RFP must be emailed through OTP to the Buyer Organization.

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

- Any employee or agent of OECM;
- Any member of OECM's governing body (such as Board of Directors, or advisors);
- Any employee, consultant or agent of OECM's Clients, including focus group members; and,

- Any elected official of any level of government, including any advisor to any elected official.

4.2.2 Proponents to Review RFP

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

- Shall report any errors, omissions or ambiguities; and,
- May direct questions or seek additional information **on** or **before** the Proponent's Deadline for Questions to OEMC (i.e. the Buyer Organization).

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

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

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

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

To ensure Proponents clearly understand issued addenda, OEMC allows Proponents to ask questions about issued answers. Refer to Section 4.1.1 for timelines.

OEMC 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 through OTP to the Buyer Organization, on any matter it considers to be unclear. OEMC shall not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

4.2.3 Proponent to Notify

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

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

Proponents shall not:

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

4.2.4 All New Information to Proponents by way of Addenda

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

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

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

Such addenda may contain important information including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by OEMC. In the space provided in the Form of Offer, Proponents shall confirm its receipt of all addenda by setting out the number of addenda in the space provided in the Form of Offer.

Proponents who intend to respond to this RFP are requested not to cancel the receipt of addenda or amendments option provided by OTP, since it must obtain through all of the information 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.bravosolution.com/esop/nac-host/public/web/login.html>.

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

- Email at eTenderhelp_CA@bravosolution.com; or,
- By phone at 866-722-7390.

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

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

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

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

Proposals submitted by mail shall **not** be considered.

4.3.2 Proposal Submission Requirements

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

- **Qualification Response (located in Qualification Envelope on OTP) must include:**
 - Appendix B - Form of Offer **completed within** OTP;
 - Appendix F – Consortium Information (if applicable) completed and **uploaded** into OTP;
 - Appendix G – OEM Undertaking (if applicable) completed and **uploaded** into OTP; and
 - Appendix I – Compliance with Agreement completed and **uploaded** into OTP.
- **Technical Response (located in Technical Envelope on OTP) should include (please do not include any financial information)**
 - Appendix E - Technical Response **completed in** OTP.
- **References (located in Qualification Envelope on OTP):**
 - Appendix D – References completed and **uploaded** into OTP.

- **Commercial Response (located in Commercial Envelope on OTP) must include:**

- Appendix C - Commercial Envelope completed and **uploaded** into OTP.

4.3.3 Other Proposal Considerations

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

- Information contained in any embedded link (other than the Supplier's Published Canadian Web Price List) will **not** be considered part of a Proposal, and will **not** be evaluated or scored;
- Completely address, on a point-by-point basis, each technical question in Appendix E – Technical Response. Technical Responses left blank and/or unanswered will receive a score of zero (0). Refer to Section 3.3; and,
- 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.

4.3.4 Proposal Receipt by OECM

Each Proposal submitted 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.

4.3.5 Withdrawal of Proposal

A Proponent may withdraw its Proposal only by deleting its submission on OTP **before** the Closing Date. A Proposal may **not** be withdrawn **after** the Closing Date.

4.3.6 Amendment of Proposal

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

4.3.7 Completeness of Proposal

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

4.3.8 Proposals Retained by OECM

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

4.3.9 Acceptance of RFP

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

4.3.10 Amendments to RFP

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

4.3.11 Proposals will not be Opened Publicly

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

4.3.12 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.

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, at OECM's sole and absolute discretion.

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

4.3.13 Verification of Information

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

- Verify any Proponent's statement or claim made in its Proposal or made subsequently in a clarification, interview, site visit, oral presentation, demonstration, or discussion by whatever means OECM may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Proponent statement or claim, if such statement or claim or its Proposal is patently unwarranted or is questionable, which may result in changes to the scores for the Proponent's Technical Responses; and,
- 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 a connection with access to OECM's premises.

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

4.3.14 Proposal Acceptance

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

4.3.15 RFP Incorporated into Proposal

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

4.3.16 Exclusivity of Contract

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

4.3.17 Substantial Compliance

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

4.3.18 No Publicity or Promotion

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

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

4.4 Negotiations, Notification and Debriefing

4.4.1 Terms and Conditions

OECM reserves the right to accept or reject any Proposals in whole or in part; to waive irregularities and omissions, if in so doing, the best interests of OECM will be in writing by email from OECM.

The Preferred Proponent shall execute the Agreement in the form attached to this RFP and satisfy any other applicable conditions of this RFP within fifteen (15) days of notice of selection. This provision is solely to the benefit of OECM and may be waived by OECM at its sole discretion.

Proponents are reminded that there is a question and answer period available if they wish to ask questions or seek clarification about the terms and conditions set out in the Form of Agreement. OECM will consider such requests for clarification in accordance with Section 4.2.2 of the RFP.

4.4.2 Failure to Enter Into Agreement

Proponents should note that if the Selected Proponent and OECM cannot execute the Agreement within the allotted time, OECM will be at liberty to request the Selected Proponent to submit its Best and Final Offer as described in Section 3.8 or to terminate discussions and negotiations with the Selected Proponent.

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

4.4.3 Notification to Other Proponents

Once the Supplier and OECM execute the Form of Agreement, the other Proponents will be notified in writing by email of the outcome of the RFP process, including the name of the Supplier.

4.4.4 Agreement

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

- Any such Agreement will commence upon signature by the duly authorized representatives of OECM and the Preferred Proponent; and,
- May include, but not be limited to, the general Agreement terms and conditions contained Appendix A.

4.4.5 Debriefing

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

4.4.6 Bid Dispute Resolution

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

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

A protest in writing should include the following:

- A specific identification of the provision and/or procurement procedure that is alleged to have been breached;
- A specific description of each act alleged to have breached the procurement process;
- A precise statement of the relevant facts;
- An identification of the issues to be resolved;

- The Proponent's arguments and supporting documentation; and,
- The Proponent's requested remedy.

For the purpose of a protest, OECM will review and address any protest in a timely and appropriate manner.

4.5 Prohibited Communications, Confidential Information and FIPPA

4.5.1 Confidential Information of OECM

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

- Remains the property of OECM and shall be removed from OECM's premises only with the prior written consent of OECM;
- Must be treated as confidential and shall not be disclosed except with the prior written consent of OECM;
- Must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement; and,
- Must be returned to OECM upon request.

4.5.2 Confidential Information of the Proponent

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

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

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

4.5.3 Proponent's Submission

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

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

4.5.4 Personal Information

Personal Information shall be treated as follows:

- 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 Resources 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;
- 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 Resources and to confirm that the work performed is consistent with these qualifications; and,
- 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 Proponents. 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 Clients. The confidentiality of such information will be maintained by OECM, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

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

4.5.7 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.cb-bc.gc.ca/eic/site/cb-bc.nsf/eng/01240.html>, and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34.

4.5.8 Trade Agreements

Proponents should note that procurements coming within the scope of either Chapter 5 of the Agreement on Internal Trade or within the scope of the Trade and Cooperation Agreement between Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP.

For more information, please refer to the Internal Trade Secretariat website at www.ait-aci.ca/ or to the Trade and Cooperation Agreement between Quebec and Ontario at <http://www.marcan.net/assets/trade%20arrangements/Quebec-Ontario%20Trade%20and%20Cooperation%20Agreement%20English.pdf>.

4.5.9 Intellectual Property

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

4.6 Disqualification for Misrepresentation

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

4.7 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 Clients.

4.8 Cancellation

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

4.9 Reserved Rights and Governing Law of OECM

4.9.1 General

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

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

- (b) Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information, if accepted, into the Proposal, at OECM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- (c) Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in OECM's sole and absolute discretion;
- (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) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with OECM impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP;
- (g) Disqualify a Proposal 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), the Proponent has been charged or convicted of an offence in respect of an agreement with OECM, or 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;
- (h) Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal;
- (i) Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (j) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (k) Reject a Subcontractor proposed by a Proponent within a consortium;
- (l) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;
- (m) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
 - o OECM determines it would be in the best interest of OECM not to award an Agreement,
 - o the Proposal prices exceed the bid prices received by OECM for Resources acquired of a similar nature and previously done work,
 - o the Proposal prices exceed the costs OECM or its Clients would incur by doing the work, or most of the work, with its own resources,
 - o the Proposal prices exceed the funds available for the Resources, or,
 - o the funding for the acquisition of the proposed Resources has been revoked, modified, or has not been approved,

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

- (n) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal;
- (o) Accept any Proposal in whole or in part;
- (p) Disqualify a Proponent whose Proposal does not include Rates on the submitted Appendix C - Commercial Envelope; or,

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

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

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

4.9.2 Rights of OECM – Preferred Proponent

In the event that the Preferred Proponent fails or refuses to execute the Agreement within fifteen (15) days from being notified of its position as the Preferred Proponent, OECM may, in its sole discretion:

- Extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, OECM may, in its sole discretion, terminate the discussions;
- Exclude the Preferred Proponent from further consideration; and,
- Exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP and issuing a new RFP for the same or similar Resources.

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

4.9.3 No Liability

The Proponent agrees that:

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

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

4.9.4 Assignment

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

4.9.5 Entire RFP

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

4.9.6 Priority of Documents

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

4.9.7 Governing Law

The terms and conditions in this Part 4:

- 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);
- 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,
- Are to be governed by and construed in accordance with the laws of the province or territory within which the Client is located and the federal laws of Canada applicable therein.

[End of Part 4]

CONFIDENTIAL

APPENDIX A – FORM OF AGREEMENT

Attached as a separate PDF file.

APPENDIX B – FORM OF OFFER

Appendix B, contained in OTP, must be completed within OTP.

APPENDIX C – COMMERCIAL ENVELOPE

Appendix C, posted as a separate file on OTP, must be completed and uploaded into OTP.

APPENDIX D – REFERENCE FORM

This Appendix should be completed and uploaded into OTP this Appendix providing three (3) references from organizations similar in size and scope to OECM and its Clients for which the Proponent has provided the same or similar Deliverables within the past three (3) years. These references used on this Appendix can be the same as those used for Appendix E - Technical Response.

OECM, in its sole discretion, may confirm the Proponent's experience and/or ability to provide the Resources required and described in its Proposal by checking the Proponent's references, and the provision of the references by the Proponent is deemed to be consent to such confirmation/contact with the references.

OECM reserves the right to revisit the Proponent's scores in the Technical Responses based on information learned during reference checks, should they reveal that there is inconsistency between the Proponent's answers to the Technical Responses and the results of the reference check.

OECM may check references other than those provided by the Proponent.

Insert Proponent's Name:	
---------------------------------	--

Reference #1

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: To:
Nature of services:	

Reference #2

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: To:
Nature of services:	

Reference #3

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: To:
Nature of services:	

APPENDIX E – TECHNICAL RESPONSE

Appendix E, contained in OTP, should be completed within OTP.

APPENDIX F – CONSORTIUM INFORMATION

This Appendix must be completed, signed, dated and uploaded into OTP along with a Proponent's Proposal, if a consortium submits the Proposal.

Insert Proponent's Name:	
---------------------------------	--

Information Required	Response
Name of the legal entity that is liable and responsible to OECM for the provision of the Deliverables in this RFP (i.e. the Proponent).	[Enter response here.]
Describe the consortium members and what each will supply.	[Enter response here.]
Describe the contingency plan if a consortium member is no longer part of the consortium.	[Enter response here.]

Witness:
Signature:
Printed Name:
Date:

Proponent Representative:
Signature:
Printed Name:
Date:
<i>I have the authority to bind the Proponent.</i>

APPENDIX G – OEM UNDERTAKING

This Appendix must be completed, signed, dated and uploaded into OTP with a Proponent’s Proposal if the Proponent is not the OEM of any of the proposed device Resources. Therefore, if the Proponent is the OEM of the proposed Resources, the Proponent is not required to complete and submit this undertaking, but all other Proponents are.

Name of Proponent: *[Insert name of Proponent] (“Proponent”)*
To: OECM and *[Insert Proponent’s name]*
From: *[Insert OEM name, representative’s contact name, title, phone number, email address]*
Re: Proponent’s Proposal in response to OECM’s Request for Proposals #2016-261 for End-User Computing Devices and Services

Insert Proposed Device Resources	OEM Letter Applicable (Indicate Yes or No)

The OEM:

1. Agrees and confirms that:
 - a. the OEM is the OEM of the device Resources being proposed by the Proponent as identified above;
 - b. the Proponent is authorized by the OEM to sell:
 - i. the OEM’s device Resources identified above and any other of the OEM’s device Resources as specified in the Proposal; and
 - ii. the warranties in respect of the any device Resources described in subsection 1(b)(i) above;
2. Undertakes in consideration of its Resources being offered by the Proponent as part of the Proponent’s Proposal under the RFP, that, if the Proponent enters into an Agreement with OECM under the RFP, the OEM shall honour the terms, conditions and obligations under any warranty acquired by a Client (as defined in the RFP) in respect of the OEM’s Resources as if the warranty was acquired directly from the OEM, despite payment for such warranty being paid to the Proponent.
3. As of the date set out on this OEM Undertaking, confirms that the Proponent is an authorized dealer with respect to the OEM’s device Resources included in the Proponent’s Proposal. If the Proponent, prior to the expiry of Proposals, or the Supplier, during the Term, loses authorized dealer status with respect to the OEM’s device Resources, the OEM shall immediately provide written notice to OECM indicating the effective date of loss of authorized dealer status. If such date is on or after the Effective Date of the Agreement, the OEM shall comply with all provisions of the Agreement applicable to the Supplier in addition to the terms applicable to the OEM, for the period specified in the Agreement.
4. Agrees that, if OECM terminates the Agreement with the Supplier for any reason, the OEM shall either assume the Agreement or into a new Agreement with OECM (including new Client-Supplier Agreements with Clients) for the balance of the Term, on the same terms and conditions, or shall cause another authorized dealer with respect to the OEM’s device Resources, acceptable to OECM, acting reasonably, to assume the Agreement (including new Client-Supplier Agreements with Clients) or enter into such a new Agreement.

[Insert name of OEM]

By: _____

I have authority to bind the OEM

Name: _____

Title: _____

Date: _____

APPENDIX H – OECM SCHOOL BOARD, UNIVERSITY AND COLLEGE CLIENTS/ZONE

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

APPENDIX I – COMPLIANCE WITH AGREEMENT

To: OECM

From: [Insert Proponent's Name]

The Proponent **must** complete and upload this Appendix into OTP along with its Proposal.

For each article/section of the Agreement listed, the Proponent should set out whether or not the Proponent has read and understood that article/section and whether or not the Proponent is prepared to agree to that article/section as written by entering **Yes** or **No** in the appropriate column of the following table.

If the Proponent is not prepared to agree to any article/section as written in Appendix A – Form of Agreement, the Proponent is required to describe its concern with that article/section and indicate the types of changes that Proponent would seek to that article/section.

By asking the Proponent to set out its concerns with any proposed changes to the Agreement, OECM is **not** agreeing to make any such change. The information provided is being used by OECM to assess the Proponent's willingness to accept the provisions of the Agreement and identify the terms and conditions applicable to limited negotiations.

OECM, however, reserves the right **not** to negotiate any of the issues or limitation specified by the Proponent in its Appendix I compliance table.

OECM's intention is **not** to take part in protracted negotiations on the Agreement.

Please refer to the RFP Section 1.12 (Definitions - for a definition of Agreement), Section 1.3 (Type of Agreement for Deliverables), and Section 3.9 (Agreement Finalization).

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
MASTER AGREEMENT					
Article 1 – Interpretation and General Provisions					
1.01	Defined Terms				
1.02	Entire Agreement				
1.03	Severability				
1.04	Interpretive Value of Contract Documents				
1.05	Force Majeure				
1.06	Notices by Prescribed Means				
1.07	Governing Law				
1.08	Third Party Benefits				
1.09	Counterparts				
1.10	Headings				
1.11	Extended Meanings				
1.12	Condonation Not a Waiver				
1.13	Changes by Written Amendment Only				
1.14	Rights and Remedies and Supplier Obligations Not Limited to Contract				

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
Article 2 – Legal Relationship Between OEM/Client, Supplier and Third-Parties					
2.01	Supplier's Power to Contract and Perform the Contract				
2.02	Representatives May Bind Parties				
2.03	Parties Not a Partner, Agent or Employee				
2.04	Responsibility of Supplier				
2.05	Liability of OEM				
2.06	Assignment				
2.07	Conflict of Interest				
2.08	Client-Supplier Agreement				
2.09	Contract Binding				
Article 3 – Performance by Supplier					
3.01	Supplier Performance and Client-Supplier Agreement				
3.02	Performance Warranty				
3.03	Use and Access Restrictions				
3.04	Notification by Supplier				
3.05	Work Volumes				
3.06	Reporting				
3.07	Compliance with <i>Accessibility for Ontarians with disabilities Act</i>				
Article 4 – Payment for Performance and Audit					
4.01	Payment According to Contract Rates				
4.02	Invoicing				
4.03	Payment by Client				
4.04	Default Billing and Payment Process				
4.05	Hold Back or Set Off				
4.06	Expenses or Additional Charges				
4.07	Payment of Taxes and Duties				
4.08	OEM Administrative Fees				
4.09	Interest on Late Payment				
4.10	Document Retention and Audit				

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
Article 5 – Confidentiality and FIPPA/MFIPPA					
5.01	Confidentiality and Promotion Restrictions				
5.02	Confidential Information				
5.03	Restrictions on Copying				
5.04	Injunctive and Other Relief				
5.05	Notice and Protective Order				
5.06	FIPPA and MFIPPA Records				
5.07	PIPEDA				
5.08	Survival				
Article 6 – Intellectual Property and Use of OEM or Client Insignia					
6.01	Intellectual Property				
6.02	Use of OEM or Client or Supplier Insignia or Logo				
6.03	Supplier Representation and Warranty Regarding Third-Party Intellectual Property				
6.04	Survival				
Article 7 – Indemnity and Insurance					
7.01	Supplier Indemnity				
7.02	Injunction Against Continued Use of Resources				
7.03	Supplier's Insurance				
7.04	Proof of Insurance				
7.05	Proof of Workplace Safety and Insurance Act Coverage				
7.06	Supplier Participation in Proceeding				
7.07	Disaster Recovery				
Article 8 – Termination, Expiry and Extension					
8.01	Immediate Termination of Contract				
8.02	Dispute Resolution by Rectification Notice				
8.03	Supplier's Obligations on Termination				
8.04	Effect of Termination on Client-Supplier Agreements				
8.05	Supplier's Payment Upon Termination				
8.06	Scope of Termination Rights				

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
8.07	Expiry, Client-Supplier Agreement Survival and Extension of Contract				
8.08	Alternative Dispute Resolution				
Schedule 1 (Resources, Supplementary Provisions, and Rates)					
Appendix A – Resources and Supplementary Provisions		N/A	N/A	N/A	N/A
Appendix B – Rates		N/A	N/A	N/A	N/A
Schedule 2 (Client-Supplier Agreement)					
Article 1 – Definitions					
Article 2 – The Master Agreement					
Article 3 – Representatives for Client-Service Agreement					
Article 4 – Term of CSA					
Article 5 – Resources, Rates and Payment Process					
Article 6 – Rates and Payment					
Article 7 – Insurance					
Article 8 – Notices					
Article 9 – Termination					
9.1	Termination by Either Party				
9.2	Termination by Client				
9.3	Supplier's Obligations on Termination				
9.4	Supplier's Payment Upon Termination				
9.5	Termination in Addition to Other Rights				
9.6	Survival Upon Termination				
Article 10 – Publicity					
Article 11 – Legal Relationship Between Client, Supplier and Third-Parties					
11.1	Supplier's Power to Contract				
11.2	Representatives May Bind the Parties				
11.3	Independent Contractor				
11.4	Subcontracting or Assignment				
Article 12 – General					
12.1	Severability				
12.2	Force Majeure				
12.3	Changes By Written				

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
	Amendment Only				
12.4	Section 217 Education Act et. al.				
12.5	Criminal Records Check				
12.6	Purchasing Policies and Guidelines				
Appendix A – Resources and Supplementary Provisions		N/A	N/A	N/A	N/A
Appendix B – Rates		N/A	N/A	N/A	N/A
Appendix C – Client’s Policies and Guidelines		N/A	N/A	N/A	N/A

N/A denotes not applicable.