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OFFICE SUPPLIES

REQUEST FOR PROPOSALS

Issued by OECEM

OECEM Request for Proposals Number: #2014-195

Request for Proposals Issued On: April 24, 2014

Proponent's Proposal Submission Deadline: 2:00:00pm on June 10, 2014 Local Time
in Toronto, Ontario, Canada

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 Request for Proposals (“RFP”) is an invitation to prospective Proponents to submit Proposals for the provision of Office Supplies (“Products”) on an as-and-when-required basis to support OECM Clients as further described in Part 2 – Deliverables (the “Deliverables”).

This RFP is issued by OECM.

1.2 Ontario Broader Public Sector Procurement Directive

OECM Clients, as applicable, are obligated to adhere to the Ontario Broader Public Sector (“BPS”) Procurement Directive effective April 1, 2011 issued by the Ontario Management Board of Cabinet.

The directive sets out rules for designated BPS organizations 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 organizations through a process that is open, fair, and transparent;
- To outline responsibilities of BPS organizations 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; and

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.

1.3 Overview of OECM

OECM, incorporated in 2006, is a non-for-profit/non-share corporation that leads collaborative strategic sourcing initiatives to lower costs and increase efficiencies for publicly assisted Ontario School Boards, Colleges of Applied Arts and Technologies (“Colleges”), and Universities as well as other BPS organizations.

Working in collaboration with Clients, OECM:

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

OECM currently has the following Clients using one (1) or more OECM agreements:

- Two-hundred and thirty-six (236) Clients in total;

- One-hundred and twelve (112) School Boards, Colleges and Universities (“SCU’s”); and
- One-hundred and twenty-four (124) other BPS organizations.

Participation in OECM agreements has been steadily growing, demonstrated by a growth in purchases on OECM agreements by over 158% in 2011 compared to 2010; over 60% in 2012 compared to 2011; and over 50% in 2013 compared to 2012. This clearly demonstrates that the Ontario education sector and other BPS organizations are achieving value and savings by using OECM agreements.

For more information about OECM, please visit <http://www.oecm.ca/>.

1.4 OECM Geographical Zones

OECM Clients are located in five (5) geographical Zones (as set out below and in Appendix G) throughout the Province of Ontario.

- Central Zone;
- East Zone;
- North East Zone;
- North West Zone; and
- West Zone.

1.5 School Board, College and University Zone Information

OECM supports collaborative sourcing initiatives for one-hundred-and-eighteen (118) SCU’s. The approximate number of SCU’s and students in each Zone is set out below and further illustrated in Appendix H:

Zone	# of SCU’s	Approximate # Students
Central Zone	53	2,291,386
East Zone	18	505,605
North East Zone	21	304,760
North West Zone	11	199,314
West Zone	15	457,940
Totals:	118	3,759,005

1.6 OECM Client Working Group

The following OECM Clients have been involved with the development of the requirements set out in this RFP:

Client	Client’s Website
Conseil des écoles catholiques du Centre-est (CECCE)	http://www.ecolecatholique.ca/
District School Board Of Niagara	http://www.dsbni.edu.on.ca/
Humber College Institute of Technology and Advanced Learning	http://www.humber.ca/
Toronto District School Board	www.tdsb.on.ca
The University of Western Ontario	http://www.uwo.ca/
York Catholic District School Board	http://www.ycdsb.ca/

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

1.7 Historical Activity

OECM currently has office supplies agreements in place with two (2) suppliers. These agreements expire in January 2015.

Currently, there are one-hundred and three (103) unique Clients using the OECM office supplies agreements. Details are further listed in Appendix I:

- Thirty-nine (39) School Boards;
- Fifteen (15) Colleges;
- Seventeen (17) Universities; and
- Thirty-two (32) other BPS organizations.

Approximate purchases through these existing Agreements from January 2010 to December 2013 were 42.4 million dollars.

Other statistics based on the period from January 2013 to December 2013:

- | | |
|--|------------------|
| • Approximate average order size: | \$155 |
| • Approximate number of orders placed via electronic transactions: | 54% |
| • Approximate number of orders placed under fifty (50) dollars: | 43% |
| • Current minimum order requirement: | no minimum order |

Refer to Appendices J, K and L for further details.

Clients using the current OECM office supplies agreements are **not**, in any way, obligated to participate in any Agreement resulting from this RFP.

1.8 Objective of this RFP

The primary objective of this RFP is to procure Products for OECM Clients to satisfy their needs as described in Part 2 – The Deliverables.

The purpose of this RFP process is to select Suppliers that will:

- Ensure that a new Agreement is in place to satisfy Clients' ongoing requirements;
- Provide Clients with a variety of quality Products, demonstrating value for money;
- Provide Clients excellent, timely customer and account management support;
- Provide Clients responsive transition and implementation plans;
- Provide Clients more savings through innovative ways (e.g. technology); and
- Reduce the costs of competitive procurement processes associated with the provision of Products.

1.9 Type of Agreement for Deliverables

It is OECM's intention to enter into province wide multi-supplier Master Agreement ("Agreement") with up to three (3) Preferred Proponents, based on the terms and conditions set out in Appendix A of this RFP, for the provision of the Deliverables to Clients who execute a Client Supplier Agreement ("CSA").

The Term of the Agreement is intended to be for a period of four (4) years, with an option in favour of OECM 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.

Client participating in the Agreement will execute a CSA with the Supplier as attached in Appendix A. The Supplier and Client, when executing a CSA, may mutually agree to additional terms and conditions (e.g. Client's business hours, delivery locations, signature requirements upon delivery, reporting, invoice formatting, payment terms, security clearance checks, Product samples and catalogues) ensuring the additional terms and conditions are not in any way inconsistent with the Form of Agreement agreed to by OECM and the Supplier.

It is anticipated that the Agreement will be executed on or about August 2014. The Agreement must be signed before the provision of any Deliverables commences.

By submitting a Proposal, a Proponent is agreeing to all of the requirements of this RFP.

1.10 Client-Supplier Agreements

To encourage the use of the Agreement resulting from this RFP, OEMC and the Supplier will work together to engage Clients in this sourcing initiative.

OEMC encourages the Supplier to actively promote the Agreement to Clients by:

- Executing CSAs with interested Clients;
- Providing excellent customer and technical service;
- Providing a well-defined implementation plan with applicable Client involvement; and
- Identifying improvement opportunities.

OEMC will promote the use of the Agreement with Clients by:

- Using online communication tools to inform and educate;
- Holding information sessions and/or webinars, as required;
- Attending, where appropriate, Client events;
- Facilitating CSA execution;
- Providing effective business relationship management;
- Facilitating issue resolution; and
- Marketing improvement opportunities.

1.11 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 submit with its Proposal the Form of Offer (Appendix B) on behalf of the consortium;
- The Proponent must also complete, sign and submit the Consortium Information (Appendix F) listing 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.

1.12 No Guarantee of Volume of Work or Exclusivity of Agreement

The information contained in the 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. Transaction activity described is an estimate only and may not be relied on by the Proponents. Estimates are intended to be used by OEMC for the purpose of evaluating the Proposals.

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.

1.13 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.
 - The term “will” describes a procedure that is intended to be followed.

1.14 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.

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

“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;

“Business Continuity Plans” means the documents created by the Proponent which describes how the Proponent will maintain continuity of its operations and its commitment and ability to provide to the Clients the Deliverables identified as time critical during an event of force majeure, or other emergency, disaster or disruption;

“Business 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;

“Broader Public Sector” or “BPS” means all Municipalities, Academic Institutions, School Boards, Health Care Providers and Major Transfer Payment Recipients in the Province as set out in the Ontario *Broader Public Sector Accountability Act, 2010*. Please see <http://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/EN/bpsdef.html> for more details of these organizations;

“Client” means publicly assisted School Boards, Colleges of Applied Arts and Technology, Universities and Ontario Broader Public Sector organizations that may acquire the Deliverables under the resulting Agreement;

“Client Supplier Agreement” or **“CSA”** means the agreement in the form of Schedule 2 of the Form of Agreement to be entered into between the Supplier and a Client setting out specific Deliverables required by the Client. The Supplier must provide OECM with a copy of all executed CSAs;

“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 this RFP, its pricing or the 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 judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement;

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

“Deliverables” means the Products and/or related services identified in this RFP to be delivered or provided by the Preferred Proponent in accordance with the requirements set out in this RFP during the Term of the Agreement;

“Eligible Proposal” means a Proposal that meets or exceeds a prescribed requirement, allowing it to proceed 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;

“OECM” means the Ontario Education Collaborative Marketplace;

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

“Personal Information” has the meaning set out in the Agreement;

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

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

“Proponent’s Proposal Submission Deadline” means the Proposal submission date 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;

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

“Rates” means the prices for the Deliverables as set out in the Proponent’s submitted Appendix C;

“Rate Bid Form” means the form contained in Appendix C of this RFP;

“Request for Proposals” or **“RFP”** means this Request for Proposals #2014-195 issued by OECM for the provision of Office Supplies, including all amendments or addenda thereto;

“RFP Coordinator” means the individual identified on the front cover and in Section 4.2.1 of this RFP;

“Services” means all the services, and work to be provided or performed by the Supplier, under the Agreement, and includes everything that is necessary to be supplied, done, or delivered by the Supplier;

“Subcontractor” includes the Supplier’s subcontractors or third party service providers or its respective directors, officers, agents, employees or independent contractors, who shall fall within the meaning of Supplier for the purposes of the Agreement;

“Supplier” means a Preferred Proponent who has assumed full liability and responsibility for the provision of Deliverables to a Client pursuant to an Agreement;

“Term” has the meaning set out in Section 1.9;

“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; and

“Zones” means the OECM geographical boundaries within the Province of Ontario as identified in Appendix G.

[End of Part 1]

PART 2 - THE DELIVERABLES

2.1 Description of Deliverables

The Supplier will provide a broad range of Products, including related services to meet the needs of Clients. The Proponent is advised that Clients may currently or in the future have separate agreements with OECM or other suppliers, for some Products (e.g. bulk paper, furniture, toner and ink).

The Supplier will provide Products including, but not limited to:

Product Categories	Examples of Products include but are not limited to:
Office Products	<ul style="list-style-type: none"> • Accounting and Business Forms • Adhesives and Fasteners • Binders, Report Covers and Presentation Folders • Desk Accessories • Filing • Labels • Notebooks • Self-Adhesive Notes and Flags • Office Machines • Writing Instruments
Paper	<ul style="list-style-type: none"> • Copy paper (white and colour) • Computer and fax paper (rolls) • Cover Stock • Inkjet Paper • Photo Paper (glossy and matte)
Facility Supplies	<ul style="list-style-type: none"> • Coffee, Tea and Supplies • First Aid and Safety • Facial Tissue • Small Appliances • Waste Receptacles
Computer Supplies	<ul style="list-style-type: none"> • Cables • Computer Mice and Keyboards • Media Storage and USB Keys • Power • Privacy & Anti-Glare Filters
Toner and Ink	<ul style="list-style-type: none"> • Ink Cartridges • Laser Cartridges • Ribbons • Thermal Fax Supplies
Furniture	<ul style="list-style-type: none"> • Chairs • Chairmats • Keyboard Manager and Monitor Arms • Multi-purpose tables • Filing and Storage

2.2 The Supplier shall

- Have demonstrated experience in supply and delivery of proposed Products to organizations of similar size contemplated in this RFP;
- Have knowledgeable resources to support the requirements of participating Clients;
- Provide professional and timely customer service to questions and issues that arise from daily operations related to the Product supply and delivery;
- Work in a cooperative manner with Clients, and be flexible, innovative, and creative as Clients undertake more electronic commerce and/or sustainability initiatives; and
- Ensure, if part of a consortium or dealer network, Deliverables are provided in exactly the same manner to Clients.

2.3 Products

2.3.1 Core Products

Core Products are the high usage Products commonly used by OECM Clients.

The core Product list may be adjusted as set out in Section 2.16.2, to more accurately reflect Clients' demand.

Appendix C – Rate Bid Form sets out the list of core Products. It is not, however, in any way, an exhaustive listing of all Products required by Clients from the Agreement resulting from this RFP.

2.3.2 Non-core Products

Non-core Products are those in addition to the core Products that a Client would purchase from the Supplier during the Term of the Agreement, regardless if they are included in the Supplier's published standard catalogue (e.g. typically published annually) or not.

2.3.3 Brand Name Products

Brand Name Products refer to branded Products marketed by manufacturers (e.g. Post-it®, Sharpie).

2.3.4 House Brand Products

House brand Products refer to a proprietary brand of Products sold by the Supplier and often bearing the name of the Supplier. House Brand is alternatively known as private label.

For the purpose of this RFP, OECM will deem all house brand Products from one (1) Proponent to be technically equivalent to Products similar in form and function to those marketed by other Proponents.

2.4 Product Ordering and Delivery

2.4.1 Product Lists

The Supplier shall provide the following Product lists to Clients as required:

- Core Product list with details and images, in printed and/or electronic format;
- An electronic list of all Products in its published standard catalogue, except for those listed on the core Product list, with details; and
- Standard printed published catalogue.

French Product list shall be provided as required.

2.4.2 Product Ordering

Clients may use a variety of ordering methods, including phone, fax, email and, electronic transactions as further described below.

2.4.2.1 Online Ordering

Clients may choose to use the Supplier's website to place orders. At a minimum, the website shall:

- Be secure and user friendly;
- Allow generic or individual user login ID and password;
- Provide a customizable landing page for an individual Client;
- Contain Product offerings specifically for an individual Client (e.g. unapproved Products shall be blocked from access as requested);
- Feature search function to allow easy Product lookup by description, manufacturer and Product code;
- Contain real time inventory information; back ordered Products and expected shipping time shall be clearly marked at time of order check out; an option to cancel the back ordered Products shall be also provided at time of order check out;
- Suggest economic alternatives and/or green Products as available; and
- Provide information related to website maintenance, warehouse closing and other situations where orders will be impacted.

2.4.2.2 Electronic Commerce

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

2.4.3 Quick Quote Process

Clients will have two (2) options when purchasing Products from the Agreements resulting from this RFP:

- Purchase required Products directly from a Supplier using the maximum Rates set out in the Agreement (i.e. without using a Quick Quote process); or
- Issue a Quick Quote for the required Products, to obtain better Rates and/or discounts based on specific criteria (e.g. average order size, minimum order quantity, percentage of orders completed via online or electronic ordering, alternative delivery schedule, use of P-Card, early payment, volumes (e.g. annual volumes), and/or overall growth).

If a Quick Quote is issued, the Client or OEM will invite one (1) or more Suppliers, via email, to submit a quote for the specific Product, volume and/or requirements at that specific time. The Supplier shall respond, setting out the following at a minimum:

- Net Rates; and
- Response to any unique requirements (e.g. alternative shipping schedule), if applicable.

Responses to Quick Quotes will be assessed. More than one (1) Supplier may be chosen to provide Products based on a variety of factors such as, but not limited to:

- Lowest Rate;
- Environmental or technology initiatives; and
- Product availability.

2.4.4 Minimum Order

There is no minimum order requirement, OECM does however encourage Clients to place orders with a minimum value of fifty (50) dollars.

2.4.5 Product Delivery

Clients require various types of delivery from desk-top to central delivery. Delivery charges of any kind will not be accepted or paid. Clients may have more than one (1) delivery location within one (1) delivery address.

The Supplier should consolidate, where possible, multiple orders by delivery address, provided the delivery is made within allowable lead time. When shipping multiple orders to the same delivery address, the Supplier shall package, label and deliver orders separately.

The Supplier should deliver orders with correct Products and quantities within the lead time.

Products 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, Products and quantities ordered and shipped, back ordered Products and quantities, 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.

2.4.6 Lead Time

Clients typically expect to receive orders next Business Day. The Supplier and Clients may mutually agree upon other lead times and/or terms which are mutually beneficial to both parties. These terms may include blanket purchase orders with scheduled release dates, bulk or large orders for the academic year or special delivery requirements (e.g. specific hours).

2.4.7 Back Order

Back orders should be confirmed at the time of the order confirmation with an estimated delivery date, Clients will have an option to cancel or keep the back orders.

The Supplier should consider the peak ordering periods as shown in Appendix L, and ensure sufficient inventory to minimize back orders.

The Supplier should ensure sufficient inventory on the core Products and associated quantities as shown in Appendix C, to minimize back orders.

2.4.8 Product Substitution

The Supplier will only substitute Products with approval from Client's designated personnel.

2.4.9 Discontinued Products

The Supplier shall not arbitrarily discontinue Products. When discontinuing Products, the Supplier shall provide the manufacturer's supporting letter to OECM prior to discontinuation.

2.5 Product Samples

During the Term of the Agreement, Clients may request Product samples (e.g. office machines) for testing and evaluation to ensure Products meet Clients' requirements and are suitable for their purpose. Product samples may also be required when evaluating new Products, substitutions or alternatives. These Product samples shall be provided to Clients at no cost. At the end of the evaluation, Clients are under no obligation to purchase these samples. Clients may, however, choose to purchase the samples at discounted Rates or the samples will be returned at the Supplier's cost.

2.6 Product Warranty

The Supplier shall warrant all its Products from the date of receipt against, but not limited to the following conditions:

- Faulty material; and
- Manufacturing defects.

Where a manufacturer's warranty applies to the Products, the Supplier shall be responsible for arranging Product exchanges and repairs. All shipping costs related to approved warranty exchanges and repairs shall be at no cost to the Clients.

2.7 Environmental Considerations

OECM and its Clients are committed to reducing the carbon footprint. The Supplier should keep Clients informed about any environment-friendly Products, new technologies and/or green initiatives. The Supplier should, in consultation with OECM, make any environment-friendly Products, new technologies and/or green initiatives available to Clients as required.

2.8 Transition and Implementation

The Supplier should provide Client support on account setup, ensuring seamless transition and minimal service disruption, at no cost. The Supplier will provide implementation and training plans to Client for approval prior to the implementation as required.

2.9 Invoicing

The Supplier shall submit to Client a consolidated monthly invoice after Products have been received at the Client's location. The consolidated monthly invoices will be in either paper or electronic format, as detailed in the Client's CSA. The invoice shall be itemized and contain, at a minimum, the following information:

- Invoice number;
- Client's organization;
- Full name of the person who placed orders, if applicable;
- Delivery address;
- Client's purchase order number, if applicable;
- Order date;
- Cost centre number, general ledger number if applicable;
- Client's Product number, and ERP (e.g. SAP) number if applicable; and
- Product description, catalogue number, unit of measure, quantity ordered and shipped, price and extended total.

2.10 Payment Terms

The Client's standard payment terms are net thirty (30) days. Different payment terms may be agreed to when executing CSAs.

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

2.11 Financial Incentive to Clients

Where feasible, the Proponent shall propose financial incentive(s) to Clients to promote additional cost savings resulting from better operational efficiencies that include, but are not limited to:

- Increased average order size;
- Increased minimum order quantity;
- Increased online ordering including electronic commerce;
- Use of Purchasing Card ("P-Card");
- Early payment discount for Clients;
- Higher volumes; and
- Overall growth.

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

The financial incentive to Clients should be in the form of rebates on the total sales, and it shall be incorporated into the CSAs. Any agreed upon financial incentive, except for early payment discount which will be applied per invoice payment, will be submitted in arrears directly to Clients on an annual basis.

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

2.12 Agreement Administration and Support

The Supplier will be responsible for providing the following support during the Term of the Agreement.

2.12.1 Customer Support

The Supplier or any part of consortium or dealer network shall provide effective customer support to Clients including, but not limited to:

- A responsive account executive (or a team of personnel lead by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing administrative support;
- The Supplier's team must be responsive to the needs of the Clients (i.e. next Business Day response), provide requested information and documentation in a timely manner and issue resolution;
- Ensuring minimal disruption to the Client;
- Easy access to the Supplier (i.e. by toll free telephone number, email, voicemail, and fax);
- Day-to-day support (e.g. process issues, technical, and administrative);
- Establishing an ongoing communications program with the Client (e.g. new Products and initiatives, substitution Products, discontinued Products);
- Providing written notice to Clients on any scheduled shut down that would impact services (e.g. inventory count, relocation of warehouse, website maintenance);
- Attending quarterly business reviews with Clients or other meetings, as requested; and
- Providing reports to Clients, as required.

2.12.2 Agreement Management Support to OEMC

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

- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement, including respecting the Clients mandatory requirement to fulfill their supply chain code of ethics as set out in the BPS Procurement Directive;
- Promoting the Agreement as set out in Section 1.10 of this RFP within the Client community;
- Attending quarterly business review meetings with OEMC to review CSAs, Deliverables, performance, sales, issue management, opportunities for improvement, and other appropriate business activities;
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- Monitoring, managing and reporting pricing, savings and service quality (including customer support);

- Conducting comparative analysis and surveys regularly during the Term of the Agreement to ensure customer satisfaction and support for Client's strategic direction; and
- Timely submission of Product sales report, any ad hoc reports and the applicable Cost Recovery Fee ("CRF").

2.12.3 Reporting for OEMC

The Supplier shall be responsible for providing monthly sales report to OEMC. The reporting shall include the following fields of information at a minimum:

- Client's organization name;
- Client contact (e.g. name);
- Delivery address;
- Invoice date;
- Invoice number;
- Supplier's part number;
- Product description;
- Unit of measure;
- Pack size;
- Unit price;
- Order quantity;
- Quantity shipped;
- Extended total (unit price x quantity shipped, excluding taxes);
- Order Origin (i.e. online, phone, fax, email);
- Manufacturer name;
- Manufacturer part number;
- Client sector (e.g. School Board, College, University, BPS);
- OEMC Zone; and
- Cost Recovery Fee (i.e. subtotal, HST and total).

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

2.12.4 Reporting for Clients

Clients may require other reporting, such as those set out below or any other ad hoc reports. The details of Clients' specific reporting requirements will be set out in the CSA.

- Sales report;
- Back order report; and
- Delivery report.

2.13 Disaster Recovery and Business Continuity

The Supplier shall have a well-defined disaster recovery and business continuity programs including processes, policies, and procedures related to preparing for recovery or continuation of services.

2.14 Licenses, Right to Use and Approvals

Suppliers shall obtain all licences, right to use and approvals required in connection with the supply of the Products and Services. 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 Laws 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.

2.15 Accessibility for Ontarians with Disabilities Act

OECM and its Clients are committed to the highest possible standards for accessibility. The Supplier must be capable to recommend and deliver, as appropriate for each Deliverable, accessible and inclusive Products and Services 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.

2.16 Pricing Methodology

Two (2) types of Rates shall be applicable to the Products in the Agreement resulting from this RFP:

- Maximum Rates for core Product; and
- Minimum discount off for non-core Products.

2.16.1 Core Product - Optional Pricing Refresh

Proposed core Product Rates submitted in response to this RFP will remain firm until May 31, 2015. For certainty, the Supplier cannot increase Rates on core Products between the effective date of the Agreement and May 31, 2015.

Any pricing refresh request from a Supplier must be accompanied by appropriate documentation (i.e. manufacturer's letter of increases, detailed calculations and individual Client impact analysis) to support any price adjustment.

As part of any review OECM will consider pricing adjustments that reflect changes in operation adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, substantial fluctuations in foreign exchange Rates as published by Bank of Canada, or ordinances. OECM may use a third party index (e.g. CPI) in its Rates review. OECM will not consider any fixed costs or overhead adjustments in its review. Supplier performance received under the Agreement will be considered when contemplating any proposed Rate increase.

The Supplier shall provide a written notice to OECM at least ninety (90) days prior June 1, 2015 if requesting pricing refresh.

Should the Supplier request a pricing refresh, the following table provides an example of activities and related timelines for a June 1, 2015 pricing refresh, if applicable:

Activity	Deadline
Supplier submits request to OECM together with supporting documents:	March 1, 2015
OECM analyzes Rates on or about:	April 23, 2015
Deadline to send communication to Clients:	May 1, 2015
Effective date of new agreed upon Rates:	June 1, 2015

After June 1, 2015, the next pricing refresh for core Products will be March 1, 2016, and every twelve (12) months thereafter.

Clients require a minimum of 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 effective date of new Rates will be adjusted to allow for thirty (30) days prior notice to Clients.

If a pricing refresh is not requested the Rates will remain the same until next scheduled pricing refresh.

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

Agreements will be amended accordingly, if necessary.

2.16.2 Updating Core Products

Core Products by their nature are commonly high volume Products. To ensure the list of core Products remains relevant, OEMC or the Supplier may request a review of the core Product list. The first review will occur and become effective June 1, 2015 with subsequent review occurring every six (6) months thereafter.

Pricing, for newly added core Products, will be negotiated at the time ensuring they align with similar core Products already on the list. All other core Products shall remain unchanged.

The Supplier or OEMC shall provide a written notice ninety (90) days prior to effective date of the change. Therefore, during the first year of the Agreement, either party shall provide notice to the other party by March 1, 2015 for changes to the core Product list effective June 1, 2015.

Should either party request an update to core Products, the following table provides an example of activities and related timelines:

Activity	Deadline
Supplier or OEMC submits Product refresh request:	March 1, 2015
Supplier and OEMC completes analysis on or about:	February 23, 2015
Deadline to send communication to Clients:	May 1, 2015
Effective date of agreed upon updated core Product list:	June 1, 2015

After June 1, 2015, the next opportunity to update the core list of Products will be September 1, 2015 and every six (6) months thereafter.

When Product update and pricing refresh occurs at the same time, the timelines for the two (2) processes will coincide.

The following table illustrates when, if applicable, Product Rates and the list of core Products may be updated during initial Term (i.e. four (4) years) of the Agreement:

Core Pricing Refresh or Core Product Update, if requested	Effective Date	Deadline to Submit Request
First pricing refresh:	June 1, 2015	March 1, 2015
First Product refresh:	June 1, 2015	March 1, 2015
Second Product refresh:	October 1, 2015	July 1, 2015
Second pricing refresh:	March 1, 2016	December 1, 2015
Third Product refresh:	March 1, 2016	December 1, 2015
Fourth Product refresh:	September 1, 2016	June 1, 2016

Core Pricing Refresh or Core Product Update, if requested	Effective Date	Deadline to Submit Request
Third pricing refresh:	March 1, 2017	December 1, 2016
Fifth Product refresh:	March 1, 2017	December 1, 2016
Sixth Product refresh:	September 1, 2017	June 1, 2017
Fourth pricing refresh:	March 1, 2018	December 1, 2017
Seventh Product refresh:	March 1, 2018	December 1, 2017

Agreements will be amended accordingly, if necessary.

2.16.3 Non-core Product Pricing Management

Clients expect stability in their non-core Product pricing. Therefore, OECM will review non-core Product pricing regularly during the Term of the Agreement. Upon OECM's request, the Supplier should provide appropriate documentation (i.e. manufacturer's letter of increases, detailed calculations) to support any significant Rate increase on non-core Products.

2.17 OECM Cost Recovery Fee ("CRF")

As a not-for-profit/non-share corporation, OECM recovers its operating costs from its agreements through CRF.

CRFs from the resulting Agreement from this RFP and other OECM agreements are structured to support OECM's financial model, while providing savings to Clients.

The Supplier shall pay to OECM a CRF of three percent (3%), based on before tax amount invoiced by the Supplier to the Clients for Deliverables acquired through the Term of the Agreement.

The CRF shall include all sales and will be paid to OECM by the Supplier on a quarterly basis based on calendar year.

Harmonized sales tax ("HST") is applicable to the CRF payments made to OECM.

Detailed reporting requirements are set out in Appendix A – Form of Agreement.

2.18 Additional Products and Services

Additional Products (e.g. arts and crafts) and/or Services (e.g. printing business cards) if mutually agreed upon between the Supplier and OECM, may be added during the Term of the Agreement.

[End of Part 2]

PART 3 - EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

OECM will conduct the evaluation of Proposals in the following six (6) stages:

Stages	Evaluation	Scoring Methodology Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Mandatory Requirements	Pass/Fail	Pass
Stage II	Rated Requirements	400	See Section 3.3 and Appendix E
Stage III	Optional Demonstration and Presentation	No Point Allocation	Not Applicable
Stage IV	Pricing	600	Not Applicable
Stage V	Cumulative Score	No Point Allocation	Not Applicable
Stage VI	Tie Break	No Point Allocation	Not Applicable

3.2 Stage I – Review of Mandatory Requirements (Pass/Fail)

Stage I will consist of a review to determine which Proposals comply with all of the mandatory requirements.

During Stage I of the evaluation, Proposals will be examined to ensure that they meet the mandatory requirements. The Proponent must ensure that all mandatory 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 mandatory requirements will be disqualified and not evaluated further.

A Proposal must include the following three (3) completed mandatory forms:

Appendix	Title of Appendix
Appendix B	Form of Offer
Appendix C	Rate Bid Form
Appendix F	Consortium Information (if applicable)

Other than inserting the information requested on the mandatory 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.

3.2.1 Form of Offer - Appendix B (Mandatory Form)

Each Proposal must include a Form of Offer (Appendix B) completed fully and signed 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 OEEM discovers a Proponent's failure to disclose all actual or potential Conflicts of Interest, OEEM may disqualify the Proponent or terminate any Agreement awarded to that Proponent pursuant to this RFP process.

(b) Insurance

By signing 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 OEEM.

(c) General

OEEM, 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 OEEM determines that the Proponent made a misrepresentation or submitted any inaccurate or incomplete information in the Form of Offer.

Other than inserting the information requested and signing the Form of Offer, a Proponent may not make any changes to or qualify the Form of Offer in its Proposal. 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. If a Proposal is not disqualified despite such changes or Proposals, the provisions of the Form of Offer as set out in this RFP will prevail over any such changes or Proposals in or to the Form of Offer provided in the Proposal.

3.2.2 Rate Bid Form – Appendix C (Mandatory Form)

The Rate Bid Form completed by the Proponent in accordance with the instructions contained below and in Appendix C, provided that the following shall apply:

- The Proponent shall propose maximum net Rates on core Products;
- The Supplier shall provide a list of non-core Products that includes all available Products in its standard published catalogue with list Rates, minimum percentage discount off list and net Rates, and;
- All Rates shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, materials, fuel, office support, profit, permits, licences, labour, carriage, insurance, Workplace Safety Insurance Board costs, travel, 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;
- All Rates quoted, unless otherwise instructed in this RFP, shall remain firm for the Term of the Agreement; and,
- 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 Rate Bid Form.

A Proposal that includes conditional, optional, contingent or variable Rates that are not expressly requested in the Rate Bid Form may be disqualified.

3.2.3 Consortium Information – Appendix F (Mandatory Form)

Each Proposal must include a completed and signed Consortium Information (Appendix F) if applicable to the Proponent.

3.3 Stage II – Rated Requirements (400 Points)

Stage II will consist of an evaluation and scoring of each Eligible Proposal on the basis of rated requirements.

The maximum points allocated for rated requirements are 400 points.

Minimum thresholds, if required, must be achieved in order for the Proposal to receive a **pass** in this stage and proceed to Stage III of the evaluation process.

Any Proposal that does not meet the required minimum threshold for applicable rated requirements will receive a **fail** and not proceed to Stage III of the evaluation process.

Point allocation and minimum thresholds (if any), for each rated requirement, are set out in Appendix E.

Each Proposal will be awarded points based on the Proponent's response to the information contained in Appendix E of this RFP.

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. Responses and substantiating documentation should be direct and grouped together in Appendix E to ensure the evaluation team is able to locate particular information.

In the case that contradictory information or information that contains conditional statements is provided with respect to a requirement, 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 rated requirement.

Proposals that do not respond to a particular rated requirement, are left blank or contain a response or n/a or not applicable will receive a zero (0) point score for that requirement. Where the evaluation team cannot reasonably find responses to a rated requirement, a zero (0) point score will be assessed for that rated requirement.

The response to each rated requirement in Appendix E should:

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

The following is an overview of the point allocation and minimum score requirements, if any, for the applicable rated requirement components of this RFP:

Rated Requirement Components	Available Points	Minimum Threshold Required (if applicable)
1. Proponent's Overview, Experience & Logistic Capability	50	25
2. Ordering Process	140	70
3. Customer Support & Account Management	120	60
4. Environmental Considerations	20	Not Applicable
5. Technology and Innovation	40	Not Applicable
6. Financial Incentive to Clients	20	Not Applicable
7. Other Services	10	Not Applicable
TOTAL POINTS FOR RATED REQUIREMENTS:	400 Points	200 Points

Detailed rated requirements, including sub-point allocations are set out in Appendix E.

A minimum threshold for rated requirements, as noted above, must be achieved for any Proponent to move onto the next evaluation stage.

3.4 Stage III – Optional Demonstration & Presentation

Up to four (4) Proponents with the highest scoring Proposals may be invited to a demonstration/presentation session. For example, if only two (2) Proponents are invited, the Proponent whose Proposal has the highest score will be invited as will the Proponent whose Proposal has the second highest score. This session is optional and will be determined at the sole discretion of OECM.

It is anticipated that the session will occur at OECM office. The Proponent should ensure its key resources are available to attend the session, if necessary.

OECM will send a notice and further detail to the Proponent being invited to present its Proposal and online ordering system at least five (5) Business Days and not more than ten (10) Business Days in advance of the proposed date and time for the presentation. 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 will be required to answer questions from the evaluation team during this session. There may be a time restriction to the question and answer period.

OECM reserves the right to revisit the Proponent's scores in the rated requirements based on information learned during the session, should it reveal that there is inconsistency between the Proponent's answers to the rated requirements and the results of the demonstration/presentation session.

The demonstration/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 and processes as they relate to the deliverables in this RFP:

- Exhibit its experience and logistic capability;
- Describe its proposed ordering process and explain;
- Describe its customer support capabilities and processes;
- Describe its account management capabilities and processes;
- Exhibit its environmental initiatives and related results;
- Exhibit how will its technology bring value, savings and innovation; and
- Demonstrate its online ordering website.

3.4.2 Attendance

Up to three (3) Proponent participants (including technical staff) may attend the demonstration/presentation session.

3.5 Stage IV – Pricing (600 Points)

The Proponent shall submit one (1) completed Appendix C – Rate Bid Form.

Only at the completion of Stage III evaluation, will the package containing Appendix C – Rate Bid Form be opened for all Eligible Proposals.

All Rates applicable to the Products requested in this RFP or identified in the Proposal must be provided in the Proponent's Rate Bid Form (Appendix C).

All Rates will be evaluated based on the smallest common unit. For example, Rate for a box of 12 pens will be evaluated by the Rate for each pen; Rate for a package of 6 pads of Post-it® Notes will be evaluated by the Rate for each pad.

The following is an overview of the pricing evaluation, sub-point allocation is set out in Appendix C – Rate Bid Form:

Pricing Components	Available Points
1. Core Products (909 Products): <ul style="list-style-type: none"> • Computer Supplies (256 Products) • Facility Supplies (52 Products) • Furniture (39 Products) • Paper (48 Products) • Toner and Ink (86 Products) • Office Products (428 Products) 	300
2. Non-core Products	300
TOTAL POINTS FOR PRICING:	600 points

3.5.1 Pricing Evaluation

The evaluation and scoring of the pricing will occur in the following three (3) Steps:

- Step 1 – evaluation and scoring proposed Rates for core Products;
- Step 2 – evaluation and scoring proposed Rates for non-core Products; and
- Step 3 – total of the above two (2) steps.

Step 1 - evaluation and scoring proposed Rates for core Products

Each core Product will be evaluated and scored using a relative formula (i.e. by dividing that Proponent’s rate into the lowest rate bid) for proposed Rates on the Rate Bid Form.

The table below illustrates how points will be calculated for proposed Rates for each core Product:

Step 1 - EXAMPLE OF PRICING EVALUATION OF NO. 146, DIXON PINK PEARL PENCIL ERASER, LARGE, PINK		
Proposed Rates	Calculation	Resulting Points
If Proponent 1 proposes the lowest rate of \$1.00, that Proponent will receive 100% of the possible points.	$\$1.00 \div \1.00×0.6216	0.6216
If Proponent 3 bids the second lowest rate of \$1.25 it will receive 80% of the possible points.	$\$1.00 \div \1.25×0.6216	0.4973
If Proponent 2 bids the third lowest rate of \$2.00, it will receive 50% of the possible points.	$\$1.000 \div \2.00×0.6216	0.3108

When a cell is left blank or \$0.00 is entered in any cell on the Rate Bid Form, it is deemed to mean that the particular Product will **not** be provided to Clients from the Proponent. Therefore when evaluating and scoring the proposed Rate for that Product, the Proponent shall receive a zero (0) point score.

The resulting scores for all core Products will be totaled for each Proponent. This process will be repeated for all Eligible Proposals.

In this example, at the end of step 1, the process will result in the following **hypothetical** scores on proposed Rates for core Products:

- Proponent 1 = 290 points;
- Proponent 2 = 250 points; and
- Proponent 3 = 180 points.

Step 2 - evaluation and scoring of non-core Products

Three-hundred and fifty (350) common non-core Products proposed by all Proponents will be evaluated. OECM will select Products from the Proponent’s catalogue based on manufacturer, manufacturer’s part number and Product description. In the event that OECM is unable to identify three-hundred and fifty (350) common Products across all Proponents being evaluated, OECM reserves the right, at its sole discretion, to reduce the number of non-core Products for evaluation.

The evaluation and scoring will be based on the Product’s net Rate submitted on the Rate Bid Form, using relative formula. The sub-point allocation for each non-core Product will be equal.

The scores for all common non-core Products evaluated will be totaled for each Eligible Proposal.

In this example, at the end of step 2, the process will result in the following **hypothetical** scores on proposed Rates for non-core Products:

- Proponent 1 = 250;
- Proponent 2 = 180; and
- Proponent 3 = 280.

Step 3 – total pricing score

At the end of step 2, the scores from step 1 and step 2 will be totaled for each Eligible Proposal as follows:

Step 3 - EXAMPLE OF TOTAL PRICING SCORE			
Pricing Evaluation Step	Proponent 1	Proponent 2	Proponent 3
Step 1 - evaluation and scoring of core Products:	290	250	180
Step 2 - evaluation and scoring of non-core Products:	250	180	280
Step 3 – total of the above two (2) steps:	540	430	460

In this example, Proponent 1 would be the highest scoring Proponent, Proponent 3 would be the second highest scoring Proponent and Proponent 2 would be the third highest scoring Proponent for Stage IV, pricing.

3.6 Stage V – Cumulative Score

At the conclusion of Stage IV, the scores from Stages II and IV will be totaled and, subject to the express and implied rights of OECM, the highest scoring Proponent will become the Preferred Proponent and invited to enter into the Form of Agreement, attached in Appendix A.

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 rated requirements 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 evaluation process, OECM shall break the tie by selecting the Proposal with the highest score in Stage IV – Pricing as the Preferred Proponent.

3.8 Execution of Agreement with Preferred Proponent

Subject to the requirements of this Section, OECM expects that the Agreement will be finalized within fifteen (15) days after notification of award.

Once the Agreement has been finalized, Clients may execute a Client Supplier Agreement with the Supplier.

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

3.9 Agreement Launch and Marketing

OECM will promote the use of the Agreement with Clients as set out in Section 1.10. 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 requests that, where available, communications and marketing experts join discussions to achieve the desired outcome.

[End of Part 3]

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
OECM's Issue Date of RFP:	April 24, 2014
Proponent's Information Session:	10:00am on May 1, 2014
Proponent's Deadline for Questions:	5:00pm on May 8, 2014
OECM's Deadline for Issuing Addenda:	May 13, 2014
Proponent's Deadline for Questions Pertaining to Issued Addenda only:	5:00pm on May 15, 2014
OECM's Deadline for Issuing Final Addenda:	May 20, 2014
Proponent's Deadline for Questions relating to Appendix C – Rate Bid Form only:	5:00pm on May 22, 2014
OECM's Deadline for Issuing Final Addenda relating to Appendix C – Rate Bid Form only:	May 27, 2014
Proponent's Proposal Submission Deadline:	2:00:00pm on June 10, 2014
Anticipated Agreement Execution:	August 2014
Agreement Start Date:	September 2014

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

OECM may amend any timeline, including the Proponent's Proposal Submission Deadline, without liability, cost, or penalty, and within its sole discretion.

In the event of any change in the Proponent's Proposal Submission Deadline, the Proponents may thereafter be subject to the extended timeline.

4.1.2 Proponent Information Session

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

A Proponent wishing to participate should register, noting its full legal name and the names of the representatives by emailing the RFP Coordinator prior to 9:00am on May 1, 2014. Access to the teleconference and any applicable information will be emailed to the registered Proponents.

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

The Proponent Information Session is not an opportunity for Proponent's to direct questions about the RFP document – Proponents must submit questions to the RFP Coordinator as set out in Section 4.2.1 below.

Any changes to the Proponent Information Session meeting date will be issued in an addendum on MERX™ and Biddingo.

Information provided during this session will be posted on MERX™ and Biddingo.

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 shall 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 Proponent's Proposal Submission Deadline; and
- Any discussion and/or finalization, if any, in respect of the Form of Agreement.

4.2 Communication after RFP Issuance

4.2.1 RFP Coordinator Contact Information

All communications regarding any aspect of this RFP must be emailed to the following RFP Coordinator:

Name: Michelle Zhu
Title: Sourcing Manager
Email: michelle.zhu@oecm.ca

Proponents that fail to comply with the requirement to direct all communications to the RFP Coordinator 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 (other than the RFP Coordinator);
- Any member of OECM's governing body (such as Board of Directors, or advisors);
- Any employee, consultant or agent of the OECM's Clients, including working group members;

- Any elected official of any level of government, including any advisor to any elected official; and,
- Any member of the Consortium (such as Board of Governors, Board of Directors, or advisors).

4.2.2 Proponents to Review RFP

Proponents shall promptly examine this RFP and all Appendices, 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 the RFP Coordinator.

All questions submitted by Proponents shall be deemed to be received once the email has entered into the RFP Coordinators' email inbox.

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

- 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, OECM allows Proponents to ask questions about issued addenda. Refer to Section 4.1.1 for timelines.

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

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

4.2.3 Proponent 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 RFP Coordinator in writing prior to submitting a Proposal.

If appropriate, the RFP Coordinator 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; and,
- Claim that OECM 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 OECM, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda by way on MERX™ and Biddingo. Each addendum shall form an integral part of this RFP.

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

Such addenda may contain important information including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by OECM. 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 MERX™ and or Bidding, since it must obtain through all of the information documents that are issued on MERX™ and or Bidding.

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

To be considered in the RFP process, a Proposal must be received **on** or **before** the Proponent's Proposal Submission Deadline as set out in Section 4.1.1, in a sealed package and should bear the Proponent's name, return address, RFP number, and the RFP Coordinator's name.

Proposals received **after** the Proponent's Proposal Submission Deadline shall **not** be considered and shall be returned to the Proponent unopened.

Regardless of the method of delivery chosen by Proponent (such as courier, delivery service, Canada Post), each Proponent is responsible for the actual delivery of its Proposal to the address set out below.

Submission address:

- **OECM**
90 Eglinton Avenue East, Suite 504
Toronto, Ontario, Canada
M4P 2Y3

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

4.3.2 Proposal Submission Requirements

Proposals should be submitted in accordance with the instructions set out in this RFP in two (2) separate **sealed** packages as set out below.

Package 1 - Proposal:

- **Must** include:
 - A completed and signed Appendix B - Form of Offer; and,
 - A completed and signed Appendix F – Consortium Information (if applicable).

- **Should** include:
 - Appendix D – Reference Form;
 - Appendix E – Rated Requirements; and,
 - And any other (non-mandatory) information.

Please do not include any financial information in Package 1 – Proposal.

Package 2 – Pricing:

- **Must** include:
 - A completed Appendix C – Rate Bid Form.

The following table sets out the required quantities of documents per submission package:

Requirements	Submit the following quantities in each Package:	
	Package 1 – Proposal	Package 2 – Pricing
Original (bound)	1	1
Photocopy (bound)	1	0
Photocopy (unbound)	1	0
Electronic copy (searchable and not locked)	1 (Microsoft Word)	1 (Microsoft Excel)

In the event of a conflict or inconsistency between the **original** and the electronic copy of the Proposal or the Rate Bid Form, the **original** versions shall prevail.

Proposals should be completed without delineations, alterations, or erasures. In the event of a discrepancy between the **original** Proposal and any of the copies, the **original** shall prevail.

The Proponent should identify and mark any trade secret or proprietary intellectual property in its Proposal.

Proposals submitted in any other manner may be subject to disqualification.

4.3.3 Other Proposal Considerations

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

- All pages should be numbered;
- An index and/or table of contents should be included;
- Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored;
- Respond to the requirements in all applicable Appendices, or as may be directed in this RFP;
- Completely address, on a point-by-point basis, each rated requirement identified in Appendix E. Rated requirements left blank and/or unanswered will receive a score of zero (0). Refer to Section 3.3 – Stage II Rated Requirements; 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

Every Proposal received will be date/time stamped at the location referred to in Section 4.3.1. A receipt will be provided upon request.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is received **on** or **before** the Proponent’s Proposal Submission Deadline.

4.3.5 Withdrawal of Proposal

A Proponent may withdraw its Proposal only by providing written notice to the RFP Coordinator before the Proponent's Proposal Submission Deadline. A Proposal may not be withdrawn after the Proponent's Proposal Submission Deadline. OECM has no obligation to return withdrawn Proposals.

4.3.6 Amendment of Proposal

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the Proponent's Proposal Submission Deadline.

The Proponent must provide notice to the RFP Coordinator in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFP.

OECM has no obligation to return amended Proposals.

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 Products 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 Proponent's Proposal Submission Deadline 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 Proponent's Proposal Submission Deadline shall become the property of OECM and will not be returned to the Proponents.

4.3.9 Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 4.3.5, a Proposal shall be irrevocable by the Proponent for one-hundred-and-twenty (120) days from the Proponents Proposal Submission Deadline.

4.3.10 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.

4.3.11 Amendments to RFP

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

4.3.12 Proposals will not be Opened Publicly

Proponents are advised that there will not be a public opening of this RFP. OECM will open Proposals at a time subsequent to the Proponent's Proposal Submission Deadline.

4.3.13 Clarification of Proposals

OECM shall have the right at any time after the Proponent's Proposal Submission Deadline 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.

4.3.14 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 rated requirements; 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.

4.3.15 Proposal Acceptance

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

4.3.16 RFP Incorporated into Proposal

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

4.3.17 Exclusivity of Contract

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

4.3.18 Substantial Compliance

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

4.3.19 No Publicity or Promotion

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

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

4.4 Execution of Agreement, Notification and Debriefing

4.4.1 Selection of Proponents

OECM anticipates that Preferred Proponents will be selected within ninety (90) days of the Proponent's Proposal Submission Deadline. Notice of selection by OECM to the Preferred Proponent will be in writing by email from the RFP Coordinator.

The Preferred Proponent shall execute the Agreement in the form attached as Appendix A 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 Agree to Form of Agreement

In addition to all of OECM's other remedies, if the Preferred Proponent and OECM fails to agree upon the Form of Agreement or if the Preferred Proponent fails to satisfy any other applicable conditions within fifteen (15) days of notice of selection, OECM may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent.

4.4.3 Notification to Other Proponents of Outcome of RFP Process

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 Debriefing

The RFP Coordinator will invite Proponents to attend a debriefing from OECM after award notification.

OECM will not disclose submission information from other Proponents.

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.

4.4.5 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 the RFP Coordinator 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 shall 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 Products 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 Products 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 contract 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 shall not use any intellectual property of OECM or Clients, including but not limited to, logos, registered trademarks, or trade names of OECM or Clients, at any time without the prior written approval of OECM and the respective Client.

4.6 Reserved Rights and Governing Law of OECM

4.6.1 General

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

- (a) Make public the names of any or all Proponents;
- (b) Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information, if accepted, into the Proposal, at OECM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- (c) Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, 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 a contract with OECM, or has otherwise failed to perform such contract 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 a contract 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 Products 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 Products, or
 - o the funding for the acquisition of the proposed Products 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; or
- (p) 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.

4.6.2 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 begin discussions with the next highest scoring Proponent without becoming obligated to offer to negotiate with all Proponents; 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 Products.

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

4.6.3 No Liability

The Proponent agrees that:

- 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.

4.6.4 Assignment

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

4.6.5 Entire RFP

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

4.6.6 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 the RFP process.

4.6.7 Governing Law

The laws of Ontario and the federal laws of Canada applicable shall govern the RFP, the Proposal, and any resulting Agreement therein.

[End of Part 4]

APPENDIX A – FORM OF AGREEMENT

The Form of Agreement is posted as a separate PDF file.

APPENDIX B – FORM OF OFFER

The submission of this Form of Offer is a mandatory requirement of this RFP. Complete the Form of Offer as set out below:



Proposals, which do not comply with all mandatory requirements, may, subject to the express and implied rights of OECM, be disqualified and not be evaluated further.

To: OECM

From: [Insert Proponent's Name]

Re: **IN THE MATTER OF** our Proposal dated [Insert date] to which this Form of Offer is an integral part the Proposal prepared by [Insert Proponent's Name] and submitted in response to this RFP issued by OECM on April 24, 2014 as amended, regarding the selection of a Proponent to execute the Agreement pursuant to this RFP.

I am duly authorized by the Proponent, including the persons, firms, corporations, and advisors joining in the submission of this Proposal, to execute this Form of Offer. I solemnly declare and certify as follows:

1. Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting its Proposal including this Form of Offer, the Proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement, except as otherwise noted, and offers to provide the Products in accordance therewith at the Rates set out in Appendix C - Rate Bid Form.

2. Rates for Deliverables

As a mandatory requirement, the Proponent has submitted its Rates in accordance with the instructions in the RFP and in the form set out in Appendix C – Rate Bid Form.

3. Proposal Irrevocable

The Proponent agrees that its Proposal shall be irrevocable for one-hundred-and-twenty (120) Days following the Proponent's Proposal Submission Deadline.

4. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to OECM's advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

5. Proof of Insurance and Good Standing under the *Workplace Safety and Insurance Act (Ontario)*

By signing this Form of Offer, the Proponent agrees, if selected, that it has verified its capability to do so and will provide proof of insurance coverage and a Certificate of Good Standing under the *Workplace Safety and Insurance Act (Ontario)* as set out in the Form of Agreement.

6. Addenda and Questions/Answers

The onus remains on Proponents to make any necessary amendments to its Proposals based on all addenda and question/answer documents issued by OECM prior to OECM's Deadline for Issuing Final Addenda.

Addenda and Question/Answers	The Proponent is deemed to have read the following:
The number of addenda posted =	[Enter the number of addenda, if any.]
The number of question/answer documents posted =	[Enter the number of question/answer documents, if any.]

7. Unfair Advantage and Conflict of Interest Statement

Prior to completing this Form of Offer, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 1.12 of this RFP.

Conflict of Interest	Response
Is there an actual or potential Unfair Advantage or Conflict of Interest, relating to the preparation of its Proposal, or if the Proponent foresees an actual or potential Unfair Advantage or Conflict of Interest in performing the contractual obligations contemplated in the RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	[If yes, please enter details here.]

The Proponent agrees to provide any additional information, which may be requested by the RFP Coordinator, in the form prescribed by the RFP Coordinator.

Where, in its sole discretion, OECM concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Proposal, or declare that any Agreement awarded to the Proponent under the RFP should be terminated.

8. Proponent Information

Insert the required information in the table below.

Information Required	Response
Full legal name of the Proponent is:	[Enter response here.]
Any other relevant name under which the Proponent carries on business is:	[Enter response here.]

Information Required	Response
The jurisdiction under which the Proponent is governed is:	[Enter response here.]
The name, address, telephone and fax numbers, and email address of the Proponent's contact person are:	[Enter response here.]
The Proponent's business model:	<p style="text-align: center;">[Enter response here.]</p> <input type="checkbox"/> individual <input type="checkbox"/> partnership <input type="checkbox"/> sole proprietorship <input type="checkbox"/> consortium* <input type="checkbox"/> corporation

*If the Proponent is a consortium, Appendix F **must** be completed, signed, and submitted with the Proponent's Proposal.

9. Execution of Agreement

If its Proposal is selected by OECM, the Proponent agrees to finalize and execute the Agreement substantially in the form set out in the Form of Agreement in accordance with the terms of the RFP.

Witness:
Signature:
Printed Name:
Date:

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

APPENDIX C – RATE BID FORM

Appendix C is attached as a separate Microsoft Excel file.

APPENDIX E – RATED REQUIREMENTS

Appendix E is attached as a separate Microsoft Excel file.

APPENDIX F – CONSORTIUM INFORMATION

This Appendix **must** be completed, signed, and submitted with a Proponent’s Proposal, if a consortium submits the Proposal.

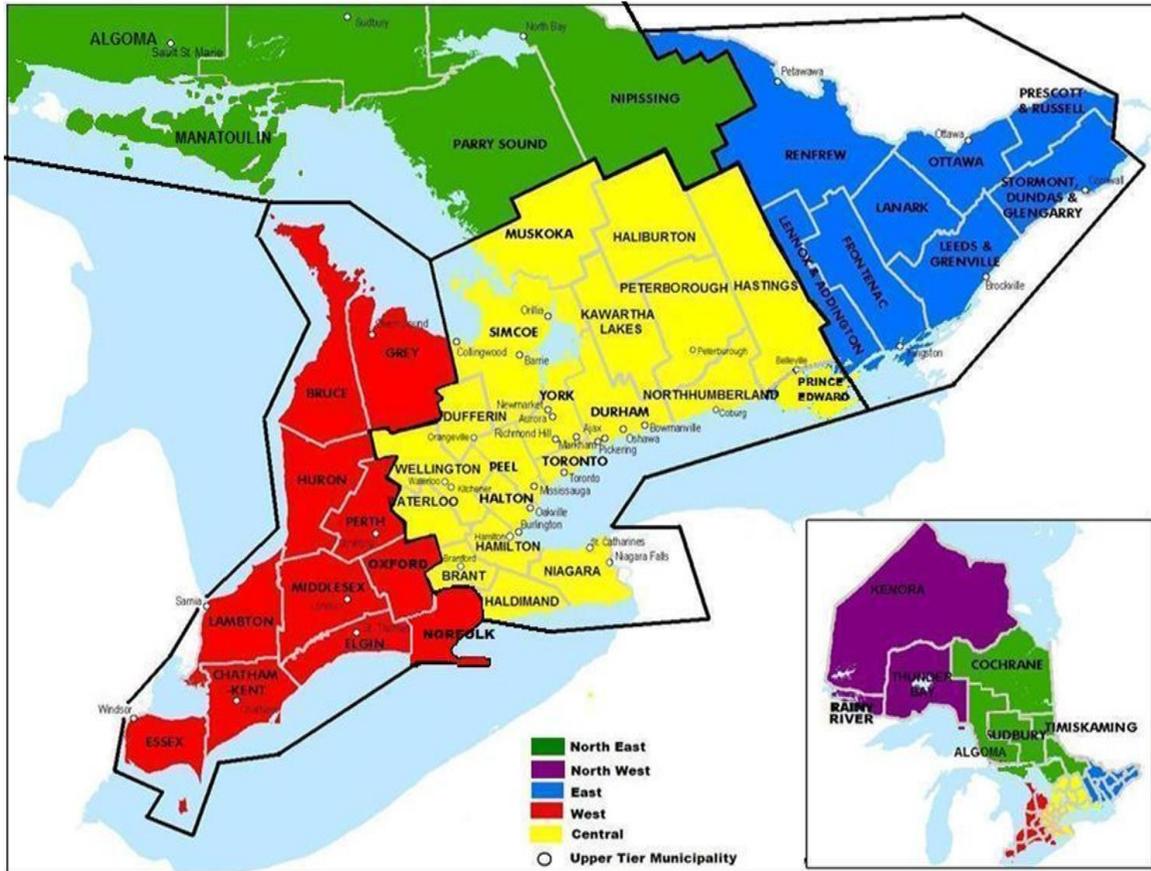
Information Required	Response
Name of the legal entity that is liable and responsible to OECM for the provision of the Deliverables in this RFP (i.e. the Proponent).	[Enter response here.]
<ul style="list-style-type: none"> Describe the consortium members and what each will supply. 	[Enter response here.]
<ul style="list-style-type: none"> 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 GEOGRAPHICAL ZONES

Clients supported by OEM agreements are located in the following five (5) geographical Zones in the Province of Ontario. Refer to Sections 1.4, 1.5 and Appendix H of the RFP as well.



County, District or Municipality (CDRS)

CENTRAL	EAST	WEST
Brantford County	Frontenac County	Bruce County
Durham Region	Leeds & Grenville County	Chatham-Kent District
Halton Region	National Capital Region	Essex County
Hastings County	Prescott and Russell, United Counties	Grey County
Kawartha Lakes District	Renfrew County	Huron County
Niagara Region	NORTH EAST	Lambton County
Northumberland County	Algoma District	Middlesex County
Peel Region	Cochrane District	Perth County
Peterborough County	Nipissing District	
Prince Edward Region	Sudbury Region	
Simcoe County	NORTH WEST	
Toronto Region	Kenora District	
Waterloo Region	Rainy River District	
Wellington County	Thunder Bay District	
York Region		

APPENDIX H – OECM’S EDUCATION CLIENTS

School Boards, Colleges, and Universities are set out below in each applicable Zone. Refer to Sections 1.4, 1.5 and Appendix G of this RFP as well.

Zones	School Boards			Colleges	Universities
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
	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	
East	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
	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	
North East	Algoma DSB	CSD du Nord-Est de l'Ontario	Nipissing-Parry Sound Catholic DSB	Cambrian College of Applied Arts and Technology	Algoma University
	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		
	CSD du Grand Nord de l'Ontario				
North West	CSD catholique des Aurores Boréales	Lakehead DSB	Superior North Catholic DSB	Confederation College of Applied Arts and Technology	Lakehead University
	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		
West	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 – HISTORICAL USAGE

The historical purchases by School Boards, Colleges and Universities set out below are from OECM's existing agreements for office supplies from January 2013 to December 2013, in applicable Counties, Districts and Regions ("CDRs").

OECM Zone	CDRs	Current OECM Clients	2013 Purchases
Central	Brantford County	Brant Haldimand Norfolk CDSB	\$401,105.37
		Grand Erie DSB	
	Durham Region	Centennial College	\$149,561.66
		Durham CDSB	
		Durham College	
		Durham DSB	
		University of Ontario Institute of Technology	
	Niagara Region	Brock University	\$990,643.34
		DSB of Niagara	
		Niagara CDSB	
		Niagara College of Applied Arts and Technology	
	Northumberland County	Hamilton-Wentworth CDSB	\$502,969.02
		Hamilton-Wentworth DSB	
		McMaster University	
		Mohawk College of Applied Arts and Technology	
	Peterborough County	Kawartha Pine Ridge DSB	\$65,032.58
		Peterborough Victoria Northumberland and Clarington CDSB	
		Sir Sandford Fleming College	
	Simcoe County & Bruce County	Bluewater DSB	\$428,830.57
		Georgian College of Applied Arts and Technology	
Simcoe County DSB			
Simcoe Muskoka CDSB			
Waterloo Region	University of Guelph	\$794,591.01	
	University of Waterloo		
	Waterloo CDSB		
	Waterloo Region DSB		
	Wilfrid Laurier University		
York Region	York CDSB	\$1,595,913.55	
	York Region DSB		

OECM Zone	CDRs	Current OECM Clients	2013 Purchases
Central	Toronto Region	Conseil Scolaire viamonde	\$3,085,822.99
		CSD Catholique Centre-Sud	
		George Brown College of Applied Arts & Technology	
		Humber College Institute of Technology & Advanced Learning	
		Ontario College of Art & Design University	
		Ryerson University	
		Seneca College of Applied Arts and Technology	
		Toronto CDSB	
		Toronto DSB	
		University of Toronto	
		York University	
East	Frontenac County	Limestone DSB	\$316,777.80
		Queen's University	
		Royal Military College of Canada	
		St. Lawrence College of Applied Arts and Technology	
	National Capital Region	The Algonquin College of Applied Arts and Technology	\$1,811,745.85
		Carleton University	
		Conseil des écoles Publiques de l'Est de l'Ontario	
		Dominican College of Philosophy & Theology	
		La Cité collégiale	
		Ottawa CDSB	
		Ottawa-Carleton DSB	
	University of Ottawa		
	Prescott and Russell, United Counties	Conseil des écoles Catholiques de Langue Française du Centre-Est	\$413,348.76
CSD Catholique de l'Est Ontarien			
North East	Algoma District	Algoma DSB	\$91,353.49
		Algoma University	
		Huron-Superior CDSB	
		Sault College	
	Cochrane District	CSD Catholique des Grandes Rivières	\$271,839.37
		DSB Ontario North East	
		Northern College of Applied Arts and Technology	
		Northeastern CDSB	

OECM Zone	CDRs	Current OECM Clients	2013 Purchases
North East	Nipissing District	CSD Catholique Franco-Nord	\$214,125.70
		CSD du Nord-Est de l'Ontario	
		Near North DSB	
		Canadore College of Applied Arts and Technology	
		Nipissing University	
		Nipissing-Parry Sound CDSB	
North West	Sudbury Region	Cambrian College of Applied Arts and Technology	\$415,172.40
		Collège Boréal	
		CSD Catholique du Nouvel-Ontario	
		CSD du Grand Nord de l'Ontario	
		Laurentian University	
		Rainbow DSB	
		Sudbury CDSB	
	Kenora District	Confederation College	\$177,991.41
		Keewatin-Patricia DSB	
		Kenora CDSB	
	Rainy River District	Northwest CDSB	\$82,153.23
		Rainy River DSB	
	Thunder Bay District	CSD Catholique des Aurores Boréales	\$322,784.64
		Lakehead DSB	
		Lakehead University	
		Superior North CDSB	
		Superior-Greenstone DSB	
		Thunder Bay CDSB	
West	Essex County	Conseil scolaire catholique Providence	\$2,763.68
		Greater Essex County DSB	
		St. Clair College of Applied Arts and Technology	
		University of Windsor	
		Windsor-Essex CDSB	
	Grey County and Huron County	Bruce-Grey CDSB	\$76,108.13
		Avon Maitland DSB	
	Lambton County	Lambton College of Applied Arts and Technology	\$203,346.88
		Lambton Kent DSB	
	Middlesex County & Chatham-Kent District	St. Clair CDSB	\$1,216,259.37
		Fanshawe College of Applied Arts and Technology	
		London District Catholic SB	
Thames Valley DSB			
University of Western Ontario			

APPENDIX J – OVERALL PURCHASES

The historical purchases set out below are from OECM's existing agreements for office supplies.

Year	Aggregated Purchases
2010	\$4,984,093
2011	\$10,522,512
2012	\$11,994,684
2013	\$14,866,157
Grand Total	\$42,367,446

APPENDIX K – PURCHASES BY CATEGORY AND ZONE

The historical purchases by category and zone set out below are from OECM's existing agreements for office supplies.

Category	Aggregated Purchases by Zone					
	Central	East	North East	North West	West	Grand Total
Computer Supplies	\$569,608	\$190,803	\$63,832	\$39,761	\$111,184	\$975,189
Facilities	\$558,306	\$207,923	\$42,096	\$34,988	\$140,365	\$983,678
Office Supplies	\$6,087,822	\$2,035,164	\$674,817	\$567,552	\$1,416,192	\$10,781,547
Paper	\$547,594	\$155,195	\$201,594	\$134,586	\$158,758	\$1,197,727
Toner	\$482,508	\$43,284	\$46,290	\$43,770	\$124,554	\$740,406
Furniture	\$153,947	\$1,169	\$14,240	\$4,680	\$13,573	\$187,609
Grand Total	\$8,399,787	\$2,633,538	\$1,042,869	\$825,337	\$1,964,626	\$14,866,157

APPENDIX L – AGGREGATED PURCHASES BY MONTH

The historical purchases set out below are from OECM's existing agreements for office supplies.

