



Savings | Choice | Service

COURIER SERVICES

REQUEST FOR PROPOSALS NUMBER: #2016-264

(Final Version with Amendments)

Request for Proposals Issued On: November 18, 2016

Proponent's Information Session: 11:00 am on November 29, 2016

Proponent's Ontario's Tenders Portal Demonstration Session: 1:00 pm on November 30, 2016

Proponent's Deadline for Questions: 4:00 pm on December 5, 2016

Proponent's Deadline for Questions Pertaining to the Issued Documents: 4:00 pm on January 3, 2017

Closing Date: 2:00:00 pm on January 13, 2017

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

2 Lansing Square, Suite 200, Toronto, Ontario, Canada, M2J 4P8

OECD 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 Courier Services (“Services”) on an as-and-when-required basis to support OECM Clients. The requirements include the following two (2) Categories, as further described in Part 2 - The Deliverables (the “Deliverables”):

- Category A – Domestic Courier Services; and/or
- Category B – International Courier Services.

The Proponent may choose to submit a Proposal for one (1) or both Categories.

This RFP is issued by OECM.

1.2 Objective of the RFP

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

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

- Provide Clients with high quality Services, demonstrating value for money;
- Provide consistent and timely delivery;
- Provide Clients with a robust online system;
- Provide Clients responsive customer support and account management; and
- Work in a cooperative manner with Clients, be flexible and innovative in providing quality Services.

1.3 Overview of OECM

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

Working in collaboration with Clients, OECM:

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

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

1.4 Client Participation in OECM Agreements

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

- Three-hundred and eight-four (384) Clients in total;
- One-hundred and fifteen (115) School Boards, Colleges and Universities; and
- Two-hundred and sixty-nine (269) other public organizations.

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

| Year over Year | Spend Growth % |
|------------------------------------|----------------|
| 2011 over 2010 | 158% |
| 2012 over 2011 | 60% |
| 2013 over 2012 | 50% |
| 2014 over 2013 | 41% |
| 2015 over 2014 | 16% |
| September 2016 over September 2015 | 35% |

The above information is as of September 2016.

1.5 OECM Client Advisory Group

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

| Project Team Members | Client's Website |
|------------------------------------------------|----------------------------------------------------------------------------------|
| Fleming College of Applied Arts and Technology | www.flemingcollege.ca |
| Greater Essex County District School Board | www.publicboard.ca |
| Peterborough County | www.county.peterborough.on.ca |
| Thames Valley District School Board | www.tvdsb.ca |
| Trent University | www.trentu.ca |
| University of Waterloo | www.uwaterloo.ca |
| University of Western Ontario | www.uwo.ca |

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

1.6 Ontario Broader Public Sector Procurement Directive

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

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

The purpose of the directive is:

- To ensure that goods and services, including construction, consulting services, and information technology are acquired by BPS entities through a process that is open, fair, and transparent;
- To outline responsibilities of BPS entities throughout each stage of the procurement process;
- 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:

- Personal Integrity and Professionalism.
- Accountability and Transparency.
- 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.

1.7 Type of Agreement for Deliverables

It is OECM's intention to enter into multi-Supplier Master Agreements ("Agreement") with one (1) or more Preferred Proponents per Category, 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 initial Term of the Agreement is intended to be for approximately four (4) years, with an option to extend the Term, on the same terms and conditions for up to four (4) additional years determined at OECM's sole and absolute discretion. Agreement management performance (i.e. Client uptake/retention, satisfaction, key performance indicators, quality, service provision and response time, reporting, marketing efforts and any commitments made in the Proponent's Proposal) will be considered when contemplating an Agreement extension.

OECM intends that the Agreement will be executed on or around March 2017 and the initial expiry will be in or around August 2020.

Clients participating in the Agreement will execute CSAs with the Supplier as attached in the Form of Agreement. The Supplier and Client, when executing a CSA, may mutually agree to additional terms and conditions (e.g. reporting, invoice formatting, payment terms) ensuring the additional terms and conditions are not in any way inconsistent with the Form of Agreement agreed to by OECM and the Supplier.

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

1.8 Client's Usage of Agreements

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

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

Part Two (or the selection process) is managed by the Client or by OECM on the Client's behalf and is focused on the Client's specific needs. Depending on the Clients' internal policies, and potential dollar value of the Services, a Client may select a Supplier, or issue a Request for Service, ("RFS") to one (1) or more Supplier for the specific Service requirement. If selected by the Client, the Supplier shall provide the Services in accordance with the specifications stated in the Agreement and Client requirements.

When an RFS is issued, the Client or OECM, on behalf of the Client, will identify the required Services and the Supplier should respond, setting out the following at a minimum:

- The Supplier's capability of meeting Service requirements;
- Details of how the Supplier meets Client specific Services requirements;
- Other recommendations that may better meet Client's project objective; and
- Final, net price.

Clients are not obligated to sign a CSA to obtain specific Service pricing. However, a CSA must be signed before the provision of any Services commence.

1.9 Client-Supplier Agreements

OECM and the Supplier will work together to encourage the use of the Agreement resulting from this RFP.

The Supplier will actively promote the Agreement to Clients by:

- Conducting sales and marketing activities directly to onboard Clients;
- Executing CSAs with interested Clients;
- Providing excellent and responsive customer service;
- Gathering and maintaining Client and market intelligence, including contact information; and
- Identifying improvement opportunities.

OECM 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, where appropriate;
- Providing effective business relationship management;
- Facilitating issue resolution; and
- Marketing improvement opportunities.

1.10 Proponent Consortium Information

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

- One (1) of the members of the consortium shall identify itself as the Proponent and shall complete and submit with its Proposal the Qualification Response on behalf of the consortium;
- The Proponent must also complete and submit the Consortium Information 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.

1.11 No Guarantee of Volume of Work or Exclusivity of Agreement

The volume of work 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 activities described is an estimate only and may not be relied on by the Proponents. Estimates are intended to be used by OECM 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.

1.12 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 OEMC or the Proponent, such terms shall be construed and interpreted as synonymous and shall be construed to read “OEMC shall” or the “Proponent shall”, as the case may be.
- The term “should” relates to a requirement that OEMC would like the Proponent to address in its Proposal; and
- The term “will” describes a procedure that is intended to be followed.

1.13 Definitions

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

“Ancillary Surcharge Rate” means additional Rates which may be associated to a Shipment as proposed in a Proponent’s Commercial Response including but not limited to;

- (a) Additional handling;
- (b) Additional insurance;
- (c) Chain of signature;
- (d) Custom clearance services;
- (e) Dangerous goods - dry ice;
- (f) Dangerous goods - lithium batteries;
- (g) Delivery attempt & return Shipment;
- (h) Error resolution;
- (i) Non-standard pickups and deliveries;
- (j) Oversize and over weight limits;
- (k) Optional billing methods – collect and third party billing;
- (l) Pick up attempt;
- (m) Residential surcharge;
- (n) Saturday pickups and deliveries; and,
- (o) Undeliverable shipment return;

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

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

“Business Day” or **“Day”** means Monday to Friday between the hours of 8:00 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;

“Business Hours” means 8:00am to 5:00pm local time in Toronto, Ontario, Canada of any Business Day or as specified in the Client Supplier Agreement;

“Buyer Organization” as used on OTP means the Ontario Education Collaborative Marketplace (“OECM”);

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

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

“Commercial Response” means the pricing information the Proponent submits within the Ontario Tenders Portal as part of the commercial envelope;

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

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

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

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

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

“Deliverables” means Services to be delivered as specified in this RFP;

“Domestic Courier Services” or **“Domestic”** means Courier Services within Canada;

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

“Freight Services” or **“Freight”** means Services where the Shipment is over one-hundred-and-fifty (150) pounds or seventy (70) kilograms being carried by air, road, rail and sea;

“Fuel Surcharge Rate” means additional Rates based on the average mile per gallon and the average diesel price that the Supplier may charge Clients as proposed in the Commercial Response;

“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;

“International Courier Services” or **“International”** means Courier Services shipped or received from or to Canada from a destination outside of Canada;

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

“OECM's Deadline for Issuing Final Documents” means the date and time as set out in Section 4.1.1 of this RFP and Ontario Tenders Portal, and may be amended from time to time in accordance with the terms of this RFP;

“OTP” means Ontario Tenders Portal;

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

“Preferred Proponent” means the Proponent that OECM has identified as one (1) of 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;

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

“Qualification Response” means the qualification information the Proponent must submit within the Ontario Tenders Portal as part of the qualification envelope;

“Rate” means the applicable price, in Canadian funds, for the Deliverables, as set out in the Proponent’s submitted Commercial Response, representing the full amount chargeable by the Proponent for the provision of the Deliverables, including but not limited to:

- (a) the maximum base Shipment Rate;
- (b) the minimum percentage discount off the Ancillary Surcharge Rate;
- (c) the minimum percentage discount off the Fuel Surcharge Rate;
- (d) the maximum Remote Area Surcharge Rate;
- (e) all applicable duties, tariffs and taxes (excluding HST), other than those which the Client has expressly agreed to pay;
- (f) all labour, and material costs;
- (g) all travel and carriage costs;
- (h) all insurance, excluding additional Shipment insurance, and Workplace Safety Insurance Board costs; and,
- (i) all other overhead, office support, profit, licenses including any fees or other charges required by law;

“Remote Area Surcharge Rate” means the additional Rates associated to a Shipment, where the Proponent does not use its own assets and uses the service of a third party service provider and as proposed in the Commercial Response;

“Request for Proposals” or **“RFP”** means this Request for Proposals number #2016-264 issued by OECM, including all appendices and addenda thereto;

“Request for Service” means a request for pricing issued to one (1) or more Suppliers seeking Rates for specific Services;

“Service” 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, provided or delivered by the Supplier;

“Shipment” means the package, envelope, box and, pallet or any other items requested by the Client to be shipped;

“Subcontractor” includes the Supplier’s subcontractors or third party service providers or their respective directors, officers, agents, employees or independent contractors, who will provide Services on behalf of the Supplier where the Supplier cannot use its own assets to provide the Services;

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

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

“Term” has the meaning set out in Section 1.7 of this RFP;

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

“Zones” means the OECM geographical boundaries within the Province of Ontario as identified in Appendix B, C and D, where applicable.

[End of Part 1]

PART 2 - THE DELIVERABLES

2.1 Description of Deliverables

The Supplier will provide Courier Services to meet the requirements of Clients in the following Categories:

- Category A – Domestic Courier Services; and/or
- Category B – International Courier Services.

The Proponent may choose to submit a Proposal for one (1) or both Categories.

Refer to the following table for Category specific requirements and the corresponding RFP sections:

| RFP Sections | Category |
|--------------|---------------------------------------------|
| 2.2 | Category A – Domestic Courier Services |
| 2.3 | Category B – International Courier Services |
| 2.4 to 2.38 | Apply to both Category A and Category B |

2.2 Category A – Domestic Courier Services

The Supplier shall provide Domestic Courier Services within Canada only. The Supplier shall provide the following Services but not limited to:

- Overnight Service delivery;
- Best Service delivery; and
- Economy Service delivery.

The Supplier will, from time to time as required by Clients, provide same day delivery Services within their own organizations (e.g. between campuses, schools, and various buildings within the same organization) or to other locations. The Supplier should be able to accommodate such needs and develop a schedule with the Client for frequent pickup and drop off Services.

Additional Rates may apply for same day delivery Services to destinations the Supplier does not consider as part of their regular route and such information shall be agreed upon mutually between the Client and Supplier and included in the CSA prior to the provision of these Services.

2.2.1 Overnight Service Delivery

The Supplier shall provide overnight Courier Services from and/or to the Clients location or from and/or to any other Domestic location designated by the Client. The Supplier should be able to deliver the Shipment at the latest before 5pm next Business Day and shall have various delivery time options (e.g. before 9am, before 11am, before 3pm next Business Day).

If the overnight Service delivery is not possible for a specific Shipment, the Supplier shall notify the Client upon receiving the Service order.

2.2.2 Best Service Delivery

The Supplier shall provide best Service delivery, where overnight delivery is not requested or not possible, but the Client requires the Shipment to be delivered as soon as possible. Shipments shall be delivered within a maximum of two (2) Business Days.

2.2.3 Economy Service Delivery

The Supplier shall provide economy Service delivery to Clients. Economy delivery shall be the most economical delivery Services option that the Supplier can offer to Clients. Shipments shall be delivered within a maximum of five (5) Business Days.

2.3 Category B - International Courier Services

The Supplier shall provide International Courier Services including but not limited to:

- Best Service delivery; and
- Economy Service delivery.

2.3.1 Best Service Delivery

The Supplier shall provide best Service delivery to Clients. Shipments shall be delivered within two (2) Business Days.

If overnight Service delivery is available for specific Shipments (e.g.: from Canada to the United States and vice versa), the Supplier shall notify the Clients upon receiving the Service order. Additional Rates may apply, however, the Supplier must provide the Rates to Clients prior to providing the Service order.

2.3.2 Economy Service Delivery

The Supplier shall provide economy Service delivery to Clients. Economy delivery shall be the most economical delivery Services option that the Supplier can offer to Clients. Shipments should be delivered within five (5) Business Days.

2.3.3 International Commerce Terms

The Supplier should apply the International Commerce Terms ("Incoterms") provided by the shipper and/or the Clients when providing the International Courier Services. Clients may require the Supplier to advise them on the most appropriate Incoterms to use for specific Shipments.

2.3.4 Custom Clearance Services

The Supplier shall provide Clients inbound and outbound custom clearance Services for International shipments when and as required. The Services may include, but will not be limited to:

- Preparation of all required documents/electronic submission;
- Pre-clearance approvals;
- Calculation and payment of duties and taxes on behalf of the Client; and
- Facilitating communication between the importer/exporter for government authorities.

Please note, OECM has an agreement in place for the provision of custom brokerage services, which Clients may be using, the Supplier may have to work with the custom clearance supplier when providing the Services.

2.4 Mandatory Business Requirements

The Supplier's drivers and truck operators shall meet the following mandatory business requirements, and provide evidence of same if requested by Client:

- Possess valid driver's license associated to the type of vehicle the driver and/or the truck operator is driving and/or operating; and
- Possess a valid Commercial Vehicle Operating Registration ("CVOR").

2.5 Service Implementation

The Supplier will provide Clients implementation support at no costs, ensuring seamless transition and minimal Service disruption. The Supplier will provide implementation and training plans to Clients prior to implementation as required. The plan should include activities and estimated timelines.

2.6 Service Hours

The Supplier will provide Clients with consistent Service hours during every Business Day:

- The Supplier will be prompt and timely with pickup requests and scheduled deliveries; and

- Where appropriate and approved by the Client, the Supplier will provide secured drop boxes for pickup or for any other reason.

Clients may require a regular scheduled Shipment pickup and delivery which are outside of standard Business Hours. The Supplier shall work with the Client, when executing a CSA, to agree upon mutually acceptable scheduled pickup and delivery Service hours, understanding some Clients have strict and non-flexible pickup times.

2.7 Packaging Material

The Supplier will ship and provide at no charge to the Client, various Supplier branded packaging materials such as letters, packs, pouches and rigid packaging materials such as tubes and boxes.

There will be no additional Ancillary Surcharge to ship using Supplier branded packaging material for the Term.

There will be no additional Ancillary Surcharge to ship any type of packaging material (e.g. non Supplier branded packaging material) for the Term.

2.8 Dimensional Weight

The Supplier should provide Clients with information to optimize Shipment in order to find the most cost-effective packaging for each Shipment. The Supplier shall provide Clients with the dimensional weight and dimensional weight divisor for each Shipment. The dimensional weight divisor to be used to calculate the dimensional weight of a Shipment will be discussed and established at the Agreement finalization stage between OEMC and the Supplier, and used as a saving tool for Clients.

2.9 Special Shipment

The Supplier shall provide Clients the ability to ship special Shipments, such as but not limited to:

- Dangerous goods;
- Biological substances;
- Perishable goods; and
- Non-standard Shipments.

From time to time Clients may require the Supplier to ship money, dry ice, blood samples and/or other Shipments that require special handling.

2.9.1 Dangerous Goods

The Supplier shall handle safe and secure transport and tracking for Shipments regulated under the *Transport Canada's Transportation of Dangerous Goods Act* (e.g. dry ice).

Dangerous goods are defined as articles or substances which are capable of posing a risk to health, safety, property or the environment and which are shown in the list of dangerous goods in the International Air Transport Association ("IATA") Dangerous Good Regulations ("DGR") or which are classified according to the DGR.

2.9.2 Biological Substances

The Supplier shall handle safe and secure transport and tracking for Shipments regulated under Health Canada under the authority of the *Food and Drugs Act* and the Safety of Human Cells, Tissues and Organs for Transplantation Regulations.

2.9.3 Perishable Goods

The Supplier shall handle safe and secure transport and tracking for perishable goods including foods and beverages that require refrigeration or other environmental controls.

2.9.4 Non-Standard Shipments

The Supplier shall have the capacity to handle non-standard Shipments (with respect to weight and/or shape) including:

- Fragile Shipments; and
- Other Shipments not specified as dangerous goods.

2.10 Scheduled Pickups

The Supplier shall provide Clients the ability to schedule Courier Service pickup times, dates and locations. The Supplier and Client, when executing a CSA, will mutually agree to scheduled pickups frequency.

2.11 Requesting a Pickup

The Supplier shall provide the ability for Clients to create orders and/or requests for Courier Service pickups using its online tools, dedicated high-volume shipping systems, telephone, email and or fax.

2.12 Hold for Pickup

The Supplier will provide the ability for a receiver of a Shipment to pickup the Shipment at a local depot, where it could not be delivered in person.

2.13 Non-Standard Pickups and Deliveries

The Supplier shall provide non-standard pickups and deliveries (e.g. to pickup or deliver outside of normal Business Hours) for Clients that may require this Service. The Supplier should accommodate such request from the Client, the Supplier is expected to work with the Client, to agree upon mutually acceptable non-standard pickups and deliveries.

2.13.1 Saturday Pickups and Deliveries

The Supplier should be able to provide pickup and delivery of Shipments on Saturdays, understanding Clients may be charged an Ancillary Surcharge Rate.

2.14 Track and Trace

The Supplier shall be responsible for Shipments while in its possession, and as a result the Supplier is required to provide track and trace capabilities for any Shipment that is being processed through its delivery network.

Track and trace requests shall be available using online tools, high-volume shipping systems, through telephone interactive voice response or through a live Supplier Client service representative.

2.15 Proof of Delivery

The Supplier is required to provide Proof of Delivery ("POD") for any Courier Service Shipment upon completion of final delivery. POD requests shall be available using online tools, high-volume shipping systems, through telephone interactive voice response or through a live Supplier Client service representative.

2.16 Notification

The Supplier shall provide proactive and automatic confirmation of delivered and non-delivered Shipment via fax, email, phone or its website within one (1) Business Day.

2.17 Signature Requirements

The Supplier shall obtain and report on the recipient's signature for each Shipment, as required.

2.17.1 Chain of Signature

The Supplier must have the ability to provide chain of signature Services, obtaining signatures throughout the Shipment route.

Chain of signature provides Clients with added security measures for the transportation of Shipments which may, for instance, be high security or for special Shipment.

2.17.2 Signature Not Required

For convenience and flexibility, Clients may choose to have the Supplier drop Shipments without receiving a signature from the recipient, however, the Client will require a reference number to be able to track the Shipment and identify its location.

2.18 Delivery Attempt and Return

The Supplier will provide a minimum of two (2) delivery attempts, at no additional charge, before considering the Shipment as undeliverable. Supplier should notify the Client via an email alert when attempts to deliver a Shipment have failed.

If a Shipment is refused by the recipient or consignee, or cannot be delivered for any other reason, the Supplier is required to notify the Client within one (1) Business Day and to request alternative delivery instructions as well as facilitate the return of the undeliverable Shipment back to the Client. The Supplier should return the Shipment to the Client at no additional charge.

2.19 Remote Areas

The Supplier shall provide Services to all Clients regardless of their locations, and as such it shall have the ability to deliver to remote areas in Canada and Internationally. Understanding the Supplier may use the services of a contracted carrier/third party service provider, Remote Area Surcharge Rates may apply, and the Supplier shall provide Clients with an itemized breakdown of all Rates on the RFS (if applicable) and the invoice.

2.20 Insurance

The Supplier shall be responsible for Shipment while in its possession.

The Supplier will provide full-value compensation to the Client in the event of full or partial loss or damage to the Client's Shipment with a declared value of two hundred dollars (\$200) or less.

The Supplier shall provide additional insurance as required by the Client, the Ancillary Surcharge should be provided per additional one hundred dollars (\$100) increments.

The Supplier shall provide minimum liability insurance at five thousand dollars (\$5,000.00) per Shipment.

2.21 Error Resolution

To minimize delays at the time of or following a pickup of a Shipment, the Supplier shall provide assistance to Clients in resolving any errors on a shipping label such as, but not limited to:

- Incorrect destination addresses; and/or
- Missing or invalid account numbers.

2.22 Client Account Set Up

The Supplier will implement and maintain a standard and consistent process for Client account creation and administration throughout the Term.

In addition to the standard information required by the Supplier to create a new Client account, the Supplier will provide custom fields (e.g. for cost centre numbers) for Client use.

2.23 eTools

2.23.1 Online Tools

The Supplier will provide Clients access to its online website to perform various Courier Service activities, including but not limited to:

- Account registration, account update and account cancellation;
- Perform online ordering for active account holders;
- Access Agreement Rates as it applies to the Services;
- Determine the Rate (including any applicable Ancillary Surcharges, Remote Area Surcharges and Fuel Surcharges) of a Shipment when scheduling the pickup;
- Access to online Services seven (7) days a week and twenty-four (24) hours per day unless otherwise required for scheduled system maintenance outside of standard Business Hours;
- An itemized breakdown of all applicable base Shipment, Ancillary, Fuel and Remote Area Surcharge Rates;
- Conduct online validation of Domestic or International destination addresses;
- Create multi-piece Shipments to the same destination address;
- Set-up (pre-program) regularly scheduled pickup times and locations;
- Validate bill-to Client account numbers as part of Shipment preparation;
- Guide Clients through the preparation, generation and submission of all essential International shipping documents;
- Cancel or recall a Shipment that is already in transit to its destination;
- Send advanced notification through email or messaging to Shipment recipients of an upcoming courier delivery;
- Create and store a minimum of two hundred (200) Shipment destination addresses information per Client user;
- Import address information from commonly recognized external file formats generated by Microsoft Office tools or standard ASCII text files;
- Query and determine a Shipment delivery status using any of the following search criteria:
 - Shipment identification number;
 - Client account number;
 - Receiver's name;
 - City of destination;
 - Delivery status (completed or in-transit); and
 - Shipment date.
- Request and view online POD for at least one hundred and eighty (180) days after final delivery;
- Add, maintain and remove multiple individuals to the same Client account number;
- Provide online training;
- Access, view, retrieve and print historical waybills and manifests by Client account number;
- Provide a location finder tool of the nearest Client drop-off as well as any retail outlets or authorized sales agents or partners;
- Use an electronic tool for calculating volumetric cubic weight for Shipments;
- Use the web-based shipping tool in English and French language; and
- Download or export shipping reports.

2.23.2 High-Volume Shipping Systems

The Supplier will offer eligible Clients complimentary (i.e. no cost to Clients or OEM) use of a dedicated, automated system for high-volume Shipments (i.e. more than one thousand (1,000) Shipments per month) that includes all required software, hardware, database, training, maintenance and technical support.

Data ownership is proprietary to Clients.

The Supplier, in its reasonable discretion, will be responsible for accepting and processing the requests for high-volume systems from Clients.

2.24 Optional Freight Services

The Supplier may provide Freight Services to Clients for outbound prepaid, inbound collect and third party billing Shipments from and to various locations (e.g. Domestic and International). The Supplier should provide a quote to Clients within twenty-four (24) hours of the RFS.

Freight Services shall include but not limited to:

- Less than a truck load;
- Less than a container load; and
- Full truck load.

The Supplier should use various transportation modes such as but not limited to:

- Air;
- Road;
- Rail; and
- Sea.

2.24.1 Freight Service Delivery Times

The Supplier should provide various levels of Freight Service delivery such as but not limited to:

- Rush delivery (e.g. next Business Day, where feasible); and
- Economy delivery (i.e. most economical delivery option).

2.24.2 Freight Services Insurance

The Supplier must be able to provide Freight Services with insurance to protect the Shipment against all risks of physical loss or damage to freight from any external cause during shipping, whether by road, air, sea and rail.

2.25 Additional Services

During the Term, if mutually agreed by OEM and the Supplier, other Services may be added to the Agreement to align with Client needs. Agreement will be amended accordingly.

2.26 Optional Billing Methods

The Supplier shall be able to accommodate various billing methods, such as but not limited to:

- Prepaid;
- Collect; and
- Third party billing.

2.27 Invoicing

The Supplier shall submit detailed invoices, either in paper or electronic format, after the Service has been completed or as agreed upon with the Client (e.g. monthly or quarterly). The invoice should contain, at minimum, the following:

- Invoice number;

- Client's organization name;
- Client organization contact name;
- Client's purchase order number;
- Shipment reference number;
- Order date;
- General ledger or cost centre number, if applicable;
- Type of Service (e.g. Domestic, International, Freight);
- Tracking number;
- Pickup location;
- Destination;
- Dimensional weight, if applicable;
- Rates (i.e., base Shipment Rates, Ancillary Surcharge Rates, Fuel Surcharge Rates and Remote Area Surcharge Rates);
- Quantity, if applicable;
- Sub-Total;
- Applicable Harmonized sales tax ("HST"); and
- Total.

2.28 Payment Terms and Methods

The Client's common payment terms are net thirty (30) days, some Clients may have longer payment terms such as net forty-five (45) days. Different payment terms may be agreed upon when executing CSAs.

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

The Supplier shall accept payment from Clients by cheque, Purchasing Card ("P-card") or electronic funds transfer.

2.29 Electronic Fund Transfer

The Supplier shall provide Client and OECM with the necessary banking information to enable electronic funds transfer ("EFT") for any related payments, as requested.

The necessary information is a void cheque (if at all possible) including, but not necessary limited to:

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

2.30 Customer Support to Client

The Supplier 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 and operational support;
- A responsive customer support team to meet the needs of the Clients (i.e. same Business Day response), provide requested information and documentation in a timely manner and issue resolution;
- Easy access to the Supplier (i.e. by toll free telephone number, email, voicemail, online chat, and fax);
- Technical support as needed;
- Establishing an ongoing communication plan with the Client to inform them about any updates and/or promotion;
- Attending business review meetings with Clients or other meetings, as requested; and
- Providing reports such as Service summary, account activity report to Clients, as requested.

2.31 Client Reporting

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

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

- Client's organization name;
- Pickup address;
- Destination address;
- Type of Service (e.g. Domestic, International, Freight);
- Dimensional weight, if applicable;
- Invoice date and number;
- Client's purchase order number
- Shipment reference number;
- Tracking number;
- Rates (i.e., base Shipment Rates, Ancillary Surcharge Rates, Fuel Surcharges Rates and Remote Area Surcharge Rates);
- Quantity, if applicable;
- Sub-Total;
- Applicable Harmonized sales tax ("HST"); and
- Total.

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

- Client's organization name;
- Type of Service (e.g. Domestic, International, Freight);
- Lost/damaged Shipment;
- On-time delivery;
- Issues/resolutions; and
- Key performance indicators ("KPIs") (which shall be agreed upon during Agreement finalization).

2.32 Agreement Management Support to OEM

OECM 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;
- Fulfilling Service performance management obligations as stipulated in Appendix F;
- Promoting the Agreement within the Client community;
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- Conducting comparative analysis (e.g. saving analysis to Clients) and surveys regularly during the Term of the Agreement to ensure Client satisfaction;
- Attending business review meetings with OECM to review performance management outcomes, CSAs, Deliverables, sales, issue management; opportunities for improvement, and other appropriate business activities; and
- Submission of reports and applicable Cost Recovery Fee ("CRF") on time.

2.32.1 Supplier Service Performance Management Scorecard

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

- Client satisfaction;
- Service delivery objectives achieved; and,

- Continuous improvement.

OECM shall use Supplier reporting submitted according to requirements set out in Appendix F – Supplier Service Performance Management Scorecard as well other performance indicators to ensure that Clients receive quality Service.

The Supplier's performance score will be considered when OECM contemplates Agreement activities, such as:

- The approval or rejection, in whole or in part, of Supplier Rate refresh requests;
- The approval or rejection of Supplier request to add other related Services to the Agreement;
- Agreement extensions; and,
- The award of future OECM agreements.

2.32.2 Reporting to OECM

The Supplier shall be responsible for providing monthly reports to OECM, including but not limited to:

- Spend reports, at the Client and aggregated Service level;
- KPI reports as specified in this RFP and resulting Agreement; and,
- CSA status.

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

2.32.3 Pricing Audit and Management

The Client or OECM may, on its own or on behalf of a Client, request pricing audits on Services completed during the Term (including all Rates). The Supplier shall provide supporting documents within thirty (30) calendar days from the date of the request. The supporting documents for pricing audits may include but are not limited to quotation and final invoice, as applicable.

OECM may also during the Term conduct cost comparison studies to ensure the competitiveness of all Rates. OECM may, for instance, use pricing information from the Natural Resources Canada and/or Freight Carriers Association of Canada when auditing the Fuel Surcharge Rates.

2.33 Disaster Recovery and Business Continuity

The Supplier shall have a disaster recovery and business continuity program in place at all times so as to ensure uninterrupted Service delivery to Clients. Upon request, the Supplier will provide OECM and/or Clients information about its disaster recovery business continuity programs, such as but not limited to related processes, policies, and procedures.

2.34 Licences, Right to Use and Approvals

The Supplier shall obtain all licences, right to use and approvals required in connection with the supply of the 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 OECM shall be considered an approval by OECM for the Supplier to carry on such activity without the requisite licence, right to use or approval.

2.35 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 of 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.

2.36 Agreement Rates

The Proponent's proposed Rates shall be firm until January 1, 2018.

2.36.1 Optional Rates Refresh

The Supplier may request, in writing, an annual Rate refresh in September for the following calendar year. If a Rates refresh is not requested, the Rates will remain the same for the following calendar year.

Any Rate request from a Supplier must be accompanied by appropriate documentation, such as industry benchmark, detailed calculations, individual Client impact analysis, relevant prices reported by Natural Resources Canada and Freight Carriers Association of Canada, area population density and geographical coverage.

As part of the Rate refresh, OECM will consider Rates adjustments that reflect changes in operation adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, or ordinances. OECM may use a third party index (such as the Consumer Price Index) in the Rates review. OECM will not consider any fixed costs in its refresh.

Shipment volumes and Agreement performance management outcomes, set out in Appendix F – Supplier Service Performance Management Scorecard, will be considered when contemplating a Rate refresh. In the event the Supplier's performance is poor and/or unacceptable, OECM may not agree to the proposed Rate increase.

Clients require a minimum of forty-five (45) days prior notice of Rate changes. Therefore, the effective date of a Rate change will be determined accordingly and shall only be applicable to Services provided after OECM and the Supplier execute an Agreement Rates amendment.

If a proposed Rate increase is not accepted by OECM, the Agreement shall be terminated unless the Supplier agrees to withdraw its request for a Rate increase and continue the provision of the Services at lower agreed upon Rates. In the event of termination, if exercised by OECM, the Supplier will be provided one-hundred-and-eight (180) days prior written notice.

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

Agreement will be amended accordingly.

2.37 Saving Calculation

OECM tracks, validates, and reports on savings on all its agreements. With Clients' approval, the Supplier will provide OECM with Clients' base line information (e.g. historical spend).

2.38 OECM Cost Recovery Fee ("CRF")

As a not-for-profit/non-share corporation, OECM recovers its operating costs from its agreements through CRFs. 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 two percent (2%) on all Deliverables, based on the Services invoiced to Clients during the Term of the Agreement. The CRF shall include all Client activities and will be paid to OECM by the Supplier on a quarterly basis based on calendar year.

HST is applicable to the CRF payments made to OECM.

- The first CRF shall be paid to OECM by April 10, 2017, and include any Client Services provided between the Agreement execution date and March 31, 2017; and
- The CRF shall be paid quarterly thereafter.

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

OECM may, during the Term of the Agreement, implement other CRF methodologies. If this occurs, the CRF of two-percent (2%) shall not increase.

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

[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 five (5) stages for each Category:

| Stages | Evaluation | Scoring Methodology and Maximum Points (if applicable) |
|-----------|-------------------------|--------------------------------------------------------|
| Stage I | Qualification Responses | Pass/Fail |
| Stage II | Technical Responses | 400 points* |
| Stage III | Commercial Responses | 600 points |
| Stage IV | Cumulative Score | 1000 points |
| Stage V | Tie Break | No Point Allocation |

Please note, an asterisk (*) above denotes a minimum threshold is required, please refer to Section 3.3 and Technical Responses forms for details.

3.2 Stage I – Qualification Response (Pass/Fail)

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

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

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

A Proposal's Qualification Response, for one (1) or both Categories, must include the following:

- Form of Offer;
- Commercial Response;
 - Commercial Response (i.e. Courier_264_Commercial_Response_Category_A_Final and/or Courier_264_Commercial_Response_Category_B_Final), completed and uploaded into OTP;
 - Additional Rate sheet including maximum base Shipment Rates for all Domestic Courier Service coverage uploaded into OTP;
 - Additional Rate sheet including maximum base Shipment Rates for additional weight over one (1) kilogram for Courier Services to the United States; and,
- Consortium Information, if applicable.

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

3.2.1 Form of Offer (Qualification Response)

Each Proposal must include a Form of Offer completed fully and electronically approved by the Proponent which must be submitted in the Qualification Response in OTP.

(a) Conflict of Interest

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

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

(b) Insurance

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

(c) General

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

3.2.2 Consortium Form, if Applicable (Qualification Response)

Each Proposal must include a completed and submitted Consortium Form if applicable to the Proponent.

3.2.3 Commercial Response (Qualification Response)

The Commercial Response must be provided by the Proponent in accordance with the instructions contained below and on OTP. The following shall apply to the Rates:

- All Rates shall be provided in Canadian funds and shall include all applicable, tariffs, overhead, materials, office support, profit, permits, licences, insurance (excluding additional Shipment insurance) labour, Workplace Safety Insurance Board costs, and warranties;
- All Rates shall be quoted exclusive of the HST, or other similar taxes, each of which, if applicable, should be stated separately;
- All Rates shall remain firm until January 1, 2018; and
- In the event of any discrepancy in the Rates within a Proposal, the lowest Rate submitted shall prevail.

The Commercial Response on OTP includes scenarios, for evaluation purposes, for postal codes within Ontario and for major cities in other Canadian provinces. The Proponent must also submit/upload in a separate file, in OTP, its proposed Rates for all domestic Service coverage. OECM will validate that the proposed scenario Rates align with those in the Proponent's Rates file. The Proposed Rates for all domestic Service coverage shall be included in the Supplier's Agreement.

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 in the Commercial Response.

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

3.3 Stage II – Technical Response

Stage II will consist of an evaluation and scoring of each Eligible Proposal on the basis of the Proponent's Technical Responses.

Minimum thresholds, required for applicable Technical Response components, 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 thresholds for applicable Technical Response components will receive a **fail** and will not proceed to Stage III of the evaluation process.

Point allocation and minimum thresholds (if any), for each Technical Response, are set out in the technical questions.

Each Proposal will be awarded points based on the Proponent's response to the information contained in its Technical Responses 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.

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

Proposals that do not respond to a particular technical question, are left blank or contain a Technical Response of n/a or not applicable will receive a zero (0) score for that Technical Response. Where the evaluation team cannot reasonably find Technical Responses to a question, a zero (0) score will be assessed for that Technical Response.

The Technical Response to each technical question 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 Technical Response components of this RFP for both Categories:

| Technical Response Components | Available Points for Each Category | Minimum Threshold Required for Each Category (if applicable) |
|----------------------------------------------|------------------------------------|--------------------------------------------------------------|
| 1. Overview and Experience | 20 | N/A |
| 2. Account Management and Customer Support | 60 | 30 |
| 3. eTools | 40 | 20 |
| 4. Other Related Services | 40 | N/A |
| 5. Multiple Category Bonus Points | 20 | N/A |
| 6. Courier Service Capabilities | 120 | 60 |
| 7. Courier Service Coverage | 100 | 50 |
| TOTAL POINTS FOR TECHNICAL RESPONSES: | 400 Points | Not Applicable |

If the Proponent is submitting Proposals for both Categories, the Proponent will receive twenty (20) bonus points.

3.4 Stage III – Commercial Response

3.4.1 Commercial Response Rates

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

The following table provides an overview of the point allocation, for the applicable Commercial Response components per Category of this RFP:

| Commercial Response Components | Available Points for Category A – Domestic Courier Services | Available Points for Category B – International Courier Services | Available Points for Optional Freight Services |
|-----------------------------------------------|-------------------------------------------------------------|------------------------------------------------------------------|------------------------------------------------|
| 1. Base Shipment Rates | 400 | 500 | Not Evaluated |
| 2. Ancillary Surcharge Rates | 80 | 70 | |
| 3. Fuel Surcharge Rates | 20 | 20 | |
| 4. Remote Area Surcharge Rates | 100 | 10 | |
| TOTAL POINTS FOR COMMERCIAL RESPONSES: | 600 Points | 600 Points | |

All Rates applicable to the Services requested in this RFP or identified in the Proposal must be provided in the Proponent's Commercial Response on OTP.

3.4.2 Commercial Response Evaluation Methodology

Only at the completion of Stage II of the evaluation, will the Commercial Responses be opened for all Eligible Proposals. All Eligible Proposals will be evaluated by Category.

- (a) The maximum base Shipment Rates and Remote Area Surcharge Rates (Domestic only) 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 in the Commercial Response, then multiplied by the number of available points.

| EXAMPLE OF PRICING EVALUATION OF CATEGORY A – DOMESTIC COURIER SERVICES, LINE ITEM #2 – from K0J to K0A-K0H | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------------|
| Proposed Rates | Calculation | Resulting Points |
| If Proponent 1 proposes the lowest base Shipment Rate of \$10.00, it would receive 100% of the 0.03 points allocated. | $\$10.00 \div \10.00×0.03 | 0.03 |
| If Proponent 2 proposes the second lowest base Shipment Rate of \$20.00, it would receive 50% of the allowable 0.03 points allocated to that pricing component. | $\$10.00 \div \20.00×0.03 | 0.015 |
| If Proponent 3 proposes the third lowest base Shipment Rate of \$40.00, it would receive 25% of the allowable 0.03 points allocated to that pricing component. | $\$10.00 \div \40.00×0.03 | 0.0075 |

Where:

- \$0.00 or blank is entered in any Rate cell, it is deemed to mean that the particular Service **will be provided to Clients at no cost**. Therefore, when evaluating and scoring the Rates, a Proposal specifying \$0.00 or left blank in a pricing cell in the Commercial Response shall receive the maximum point allocation for that particular Service pricing component.
 - The remaining Proposals will be evaluated, also using a relative formula, based on the remaining percentage of available points. For example, in a hypothetical situation where five (5) Proposals were received and one (1) Proponent proposed \$0.00 Rate for a particular Service, that Proposal will receive the maximum sub-point allocation, and the remaining four (4) Proposals will be evaluated based on eighty percent (80%) of the available sub-point allocation.
 - N/A or not applicable in any cell, it is deemed to mean that the particular Service will **not be provided** to Clients. Therefore, when evaluating and scoring the Rates, a Proposal specifying N/A or not applicable in the Commercial Response will receive a zero (0) point allocation for that particular Service pricing component.
- (b) The Proponent shall propose a minimum percentage discount-off Remote Area Surcharge Rates (International only), Ancillary and Fuel Surcharge Rates. All proposed minimum percentage discount-off Surcharge Rates will be evaluated and scored based on a relative formula (i.e. by dividing that Proponent's percentage discount-off into the highest percentage discount-off).

The table below illustrates how points will be calculated for minimum percentage discount-off the abovementioned Surcharge Rates.

| EXAMPLE OF PRICING EVALUATION FOR PERCENTAGE DISCOUNT-OFF FOR <u>Dangerous Goods – Dry Ice</u> | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------|
| Proposed Minimum Percentage Discount-Off Proponent's list price | Calculation | Resulting Points |
| If Proponent 1 proposes the highest percentage discount-off the proposed Ancillary Surcharge Rate of 100% (therefore it would be \$0.00 cost), it would receive 100% of the 5 points allocated. | $100\% \div 100\% \times 5$ | 5.00 |
| If Proponent 2 proposes the second highest percentage discount-off of 50% off the proposed Ancillary Surcharge Rate, it would receive a percentage of the allowable. | $50\% \div 100\% \times 5$ | 2.50 |
| If Proponent 3 proposes the third highest percentage discount-off of 25% off the proposed Ancillary Surcharge Rate it would receive a percentage of the allowable. | $25\% \div 100\% \times 5$ | 1.25 |

Where:

- 100% or blank is entered in any Rate cell, it is deemed to mean that the particular Service **will be provided to Clients at no cost**. Therefore, when evaluating and scoring the Rates, a Proposal specifying 100% or left blank in a pricing cell in the Commercial Response shall receive the maximum point allocation for that particular Surcharge Rate component.
- N/A or not applicable in any cell, it is deemed to mean that the particular Service will **not be provided** to Clients. Therefore, when evaluating and scoring the Rates, a Proposal specifying N/A or not applicable in the Commercial Response will receive a zero (0) point allocation for that particular Surcharge Rate component.

The above process will occur for all pricing components. All scores will be totaled.

3.5 Stage IV – Cumulative Score

At this stage, the scores from Stages II and III will be totaled for each Proposal and subject to the express and implied rights of OECM, the Proponents who have the highest scoring Proposal for each Category and for

both Categories will become the Preferred Proponents and will be invited to enter into an Agreement, in the form of Appendix A of the RFP, as set out in Section 1.7 of this RFP.

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

3.6 Stage V - Tie Break Process

At this stage, where two (2) or more of the highest scoring Proposals achieve a tie score for a specific Category on completion of the evaluation process, OECM shall break the tie by selecting the Proponent who has a Proposal with the highest score in Stage II – Technical Responses as the Preferred Proponent.

3.7 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 one (1) or more Suppliers.

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

3.8 Agreement Launch and Marketing

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

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

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

[End of Part 3]

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 |
| OECD's Issue Date of RFP: | Friday November 18, 2016 |
| Proponent's Information Session: | 11:00am on Tuesday November 29, 2016 |
| OTP Demonstration Session: | 1:00pm on Wednesday November 30, 2016 |
| Proponent's Deadline for Questions: | 4:00pm on Monday December 5, 2016 |
| OECD's Deadline for Issuing Answers: | Friday December 9, 2016 |
| Proponent's Deadline for Questions Pertaining to <u>Issued Documents only</u> : | 4:00pm on Tuesday January 3, 2017 |
| OECD's Deadline for Issuing Final Addenda: | Wednesday January 4, 2017 |
| Closing Date: | 2:00:00pm on Friday January 13, 2017 |
| Agreement Start Date: | On or about March 2017 |

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

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

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

4.1.2 Proponent Information Session and OTP Demonstration

4.1.2.1 Proponent Information Session

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

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

The Proponent Information Session may provide an opportunity for Proponents to enhance its understanding of this RFP. Information provided during this session will be posted on OTP.

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

4.1.2.2 OTP Demonstration Session

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

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

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

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

4.1.3 Proponents to Follow Instructions

Proponents should structure its Proposals in accordance with the instructions in this RFP and on OTP. 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, site visit 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; and
- Any discussion and/or finalization, if any, in respect of the Form of Agreement.

4.2 Communication After RFP Issuance

4.2.1 Communication With The Buyer Organization

All communications regarding any aspect of this RFP must be emailed through OTP to OECM (i.e. the Buyer Organization).

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

- Any employee or agent of OECM;
- Any member of OECM's governing body (such as Board of Directors, or advisors);
- Any employee, consultant or agent of the OECM's Clients, including working group members; and
- Any elected official of any level of government, including any advisor to any elected official.

4.2.2 Proponents to Review RFP

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

- Shall report any errors, omissions or ambiguities; and

- May direct questions or seek additional information on or before the Proponent's Deadline for Questions to the Buyer Organization.

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

In answering a Proponent's questions, 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 documents, OECM allows Proponents to ask questions about issued documents. Refer to Section 4.1.1 for timelines.

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

It is the responsibility of the Proponent to seek clarification, by submitting questions through OTP to the Buyer Organization, 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 Buyer Organization through OTP prior to submitting a Proposal.

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

Proponents shall not:

- After submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in Section 4.2.2 were present with respect to the RFP; or
- Claim that 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 on OTP. Each addendum shall form an integral part of this RFP.

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

Such addenda may contain important information including significant changes to this RFP. 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 OTP, since it must obtain through all of the information documents that are issued on OTP.

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

4.3 Proposal Submission Requirements

4.3.1 General

The Proponent shall submit its Proposal through OTP at <https://ontariotenders.bravosolution.com/esop/nac-host/public/web/login.html>.

The Proponent should contact OTP customer support if it experiences technical difficulties or to seek support in the use of OTP via email at: eTenderhelp_CA@bravosolution.com or phone at: **866 722 7390**.

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

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

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

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

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

4.3.2 Proposal Submission Requirements

Proposals, for one (1) or both Categories, should be submitted in accordance with the instructions in this RFP and on OTP as set out below.

- **Qualification Response must include a completed:**
 - Form of Offer;
 - Consortium Information Form (if applicable); and
 - Commercial Response
 - Commercial Response (i.e. Courier_264_Commercial_Response_Category_A_Final and/or Courier_264_Commercial_Response_Category_B_Final), completed and uploaded into OTP;
 - Additional Rate sheet to include maximum base Shipment Rates for all Domestic Service coverage uploaded into OTP;
 - Additional Rate sheet to include maximum base Shipment Rates for additional weight over one (1) kilogram for Services to the United States.
- **Technical Response should include (please do not include any financial information)**
 - Completed Technical Responses to all technical response questions;
- Remote area list for Domestic and International locations uploaded into OTP as a separate attachment.

4.3.3 Other Proposal Considerations

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

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

4.3.4 Proposal Receipt by OECM

Each Proposal submitted will be date/time stamped by OTP.

4.3.5 Withdrawal of Proposal

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

4.3.6 Amendment of Proposal

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

4.3.7 Completeness of Proposal

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

4.3.8 Proposals Retained by OECM

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

4.3.9 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 Closing Date.

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 Closing Date. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

4.3.12 Proposals will not be Opened Publicly

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

4.3.13 Clarification of Proposals

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

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 Technical Responses; and,
- Access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and OECM shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. OECM shall bear its own costs in connection with access to Proponent'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 Closing Date. Notice of selection by OECM to the Preferred Proponent will be in writing by email from the Buyer Organization.

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

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

4.4.2 Failure to 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

OECM will invite Proponents to attend a debriefing after award notification. Request for a debriefing session shall be in writing to the Buyer Organization within sixty (60) days from the 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 Buyer Organization 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 Services unless specifically requested. OECM shall maintain the information for a period of seven (7) years from the time of collection. Should OECM request such information, OECM will treat this information in accordance with the provisions of this Section;
- Use – Any personal information as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5 that is requested from a Proponent by OECM shall only be used to select the qualified individuals to undertake the Services and to confirm that the work performed is consistent with these qualifications; and
- Consent – It is the responsibility of the Proponent to obtain the consent of such individuals prior to providing the information to OECM. OECM will consider that the appropriate consents have been obtained for the disclosure to and use by OECM of the requested information for the purposes described.

4.5.5 Non-Disclosure Agreement

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

4.5.6 Freedom of Information and Protection of Privacy Act

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

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

4.5.7 Competition Act

Under Canadian law, a Proposal must be prepared without conspiracy, collusion, or fraud. For more information, refer to the Competition Bureau website at <http://www.cb-bc.gc.ca/eic/site/cb-bc.nsf/eng/01240.html>, and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34.

4.5.8 Trade Agreements

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

For more information, please refer to the Internal Trade Secretariat website at www.ait-aci.ca/ or to the Trade and Cooperation Agreement between Quebec and Ontario at <http://www.marc.ca/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 OEMC or Clients, including but not limited to, logos, registered trademarks, or trade names of OEMC or Clients, at any time without the prior written approval of OEMC and the respective Client.

4.6 Reserved Rights and Governing Law of OEMC

4.6.1 General

In addition to any other express rights or any other rights, which may be, implied in the circumstances, OEMC 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 OEMC'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 OEMC'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 OEMC 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 OEMC, or has otherwise failed to perform such contract to the reasonable satisfaction of OEMC (i.e. has not submitted required reporting and or cost recovery fees to OEMC), the Proponent has been charged or convicted of an offence in respect of a contract with OEMC, 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 OEMC;
- (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 OEMC;
- (m) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
 - o OEMC determines it would be in the best interest of OEMC not to award an Agreement,

- the Proposal prices exceed the bid prices received by OECM for Services acquired of a similar nature and previously done work,
 - 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,
 - the Proposal prices exceed the funds available for the Services, or
 - the funding for the acquisition of the proposed Services has been revoked, modified, or has not been approved,
 - and where OECM cancels this RFP, OECM may do so without providing reasons, and OECM may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing.
- (n) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal;
- (o) Accept any Proposal in whole or in part;
- (p) Disqualify a Proponent whose Proposal does not include Rates on the submitted rate bid form; or
- (q) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM or is otherwise engaged in a dispute with OECM.

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

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

4.6.2 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 Services.

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

4.6.3 No Liability

The Proponent agrees that:

- 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.

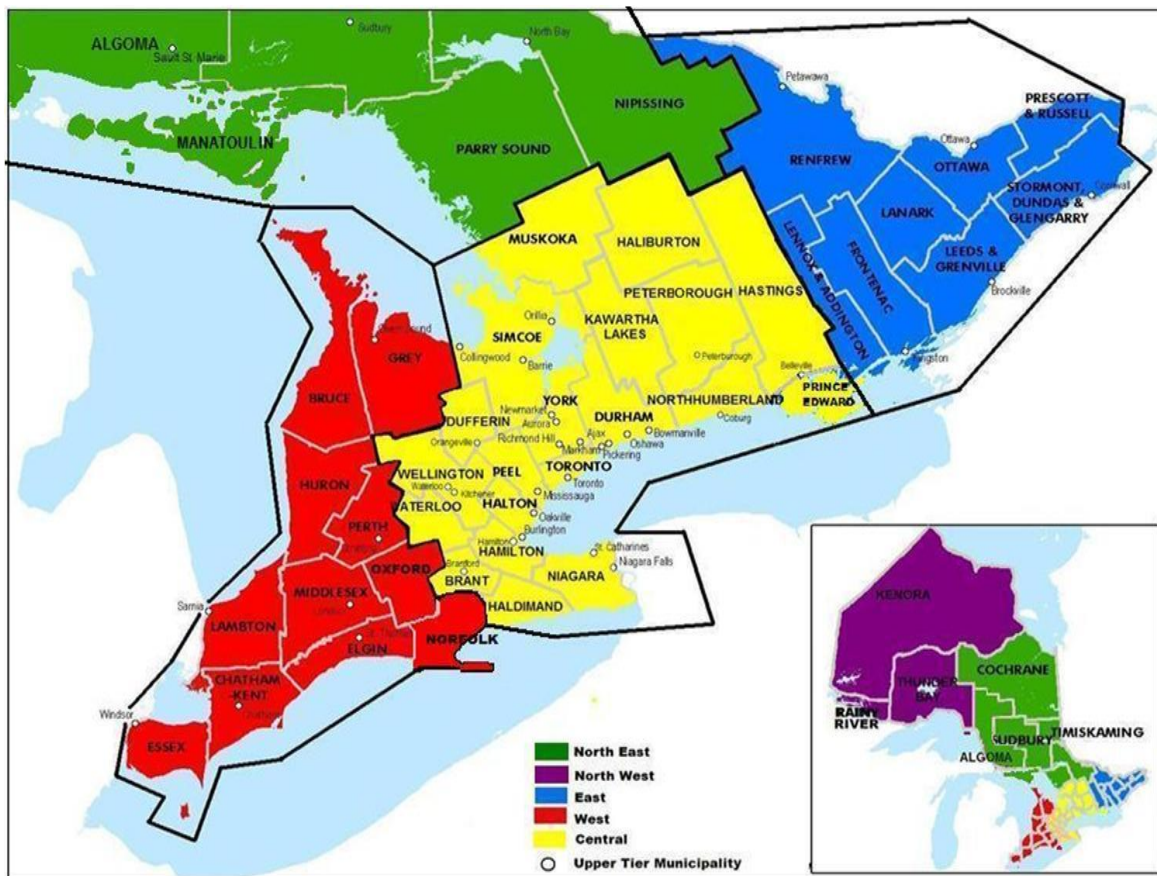
[End of Part 4]

APPENDIX A – FORM OF AGREEMENT

Form of Agreement is in a separate attachment.

APPENDIX B – OEM GEOGRAPHICAL ZONES

Clients in the Province of Ontario supported by OEM agreements are located in the following five (5) geographical Zones.



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 C – OECM'S EDUCATION CLIENTS

School Board, College, and University Clients in Ontario are set out below by Zone. Refer to Appendix B and Appendix D for more Zone information.

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

Please note - DSB means District School Board; and CDSB means Catholic District School Board.

APPENDIX D – HISTORICAL SPEND INFORMATION

1. Historical Spend by Zone

| Year | Zone | | | | Grand Total |
|--------------------|-----------------------|-----------------------|--------------------|---------------------|-----------------------|
| | Central | East | North East | West | |
| 2012 | \$384,295.42 | \$221,121.22 | \$0.00 | \$67,808.73 | \$673,225.37 |
| 2013 | \$795,469.66 | \$330,568.97 | \$671.46 | \$106,648.19 | \$1,233,358.28 |
| 2014 | \$1,089,142.95 | \$308,696.29 | \$1,013.61 | \$91,888.42 | \$1,490,741.27 |
| 2015 | \$1,214,665.29 | \$342,605.66 | \$10,305.70 | \$132,404.55 | \$1,699,981.20 |
| 2016 (Jan - July) | \$723,097.69 | \$202,324.49 | \$5,078.11 | \$64,497.67 | \$994,997.96 |
| Grand Total | \$4,206,671.01 | \$1,405,316.63 | \$17,068.88 | \$463,247.56 | \$6,092,304.08 |

2. Historical Spend by Sector

| Year | Sector Use | | | | Grand Total |
|--------------------|--------------------|-----------------------|---------------------|-----------------------|-----------------------|
| | BPS | College | School Board | University | |
| 2012 | \$1,766.55 | \$424,564.24 | \$20,434.28 | \$226,460.30 | \$673,225.37 |
| 2013 | \$21,849.46 | \$523,150.87 | \$68,466.30 | \$619,891.65 | \$1,233,358.28 |
| 2014 | \$19,445.03 | \$541,347.58 | \$114,653.48 | \$815,295.18 | \$1,490,741.27 |
| 2015 | \$22,191.06 | \$580,587.73 | \$162,025.78 | \$935,176.63 | \$1,699,981.20 |
| 2016 (Jan - July) | \$15,750.81 | \$353,318.17 | \$47,738.27 | \$578,190.71 | \$994,997.96 |
| Grand Total | \$81,002.91 | \$2,422,968.59 | \$413,318.11 | \$3,175,014.47 | \$6,092,304.08 |

3. Historical Spend by Service

| Courier Services | Spend | % of Spend |
|------------------------|-----------------------|-------------|
| International Services | \$243,692.16 | 4% |
| Domestic Services | \$5,848,611.92 | 96% |
| Grand Total | \$6,092,304.08 | 100% |

4. Client Supplier Agreements

| Zones | # of CSAs | | | | |
|--------------|-----------|-----------|-----------|----------|-----------|
| | 2012 | 2013 | 2014 | 2015 | Total |
| East | 4 | 2 | 2 | 3 | 11 |
| Central | 10 | 9 | 7 | 2 | 28 |
| North East | | 1 | | | 1 |
| West | 5 | 1 | 2 | 2 | 10 |
| Total | 19 | 13 | 11 | 7 | 50 |

APPENDIX E- COURIER SERVICES COVERAGE

Courier Services Coverage is in a separate attachment.

CONFIDENTIAL

APPENDIX F - SUPPLIER SERVICE PERFORMANCE MANAGEMENT SCORECARD

The Supplier shall report on the following Service performance management key performance indicators (KPIs) quarterly.

The Supplier's scores shall be totaled for all KPIs, and the resulting score (i.e. unacceptable, fair, acceptable, very good, and excellent) will be used when contemplating Agreement activities.

For example, if a Supplier seeks a Rate increase for January 1, 2020, and its performance score is only acceptable – OECM may only allow for a portion of the requested Rate increase. If, however, the Supplier's performance score is excellent, OECM would more likely accept the requested Rate increase ensuring it follows the process described in this RFP.

The Supplier's Service performance management score will be used by OECM when contemplating Agreement activities, such as:

- The approval or rejection, in whole or in part, of Supplier Rate refresh requests;
- The approval or rejection of Supplier request to add other related Services to the Agreement;
- Agreement extensions; and,
- The award of future OECM agreements.

| Performance Objectives | KPIs |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Quality Service Delivery | <ul style="list-style-type: none">• Percentage of on-time Shipments• Percentage of on time Shipment pickups• Client satisfaction rate |
| Minimizing Loss and Damage | <ul style="list-style-type: none">• Percentage of lost and/or damaged Shipments |
| Accurate Invoicing | <ul style="list-style-type: none">• Percentage of Shipment and invoice accuracy |

Final Service performance management KPIs, measurements and scores will be discussed and established at the Agreement finalization stage between OECM and the Preferred Proponent. The agreed upon Supplier Performance Management Scorecard may be amended, to improve Client satisfaction, throughout the Term of the Agreement if mutually agreed upon between OECM and the Supplier.