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IT HELPDESK SUPPORT SERVICES

NON-BINDING REQUEST FOR PROPOSALS NUMBER: #2015-242

Request for Proposals Issued On: December 8, 2015

Proponent's Information Session: 11:00am on December 15, 2015

Ontario tenders Portal Demonstration: 3:00pm on December 16, 2015

Proponent's Deadline for Questions: 3:00pm on December 24, 2015

Proponent's Deadline for Questions Pertaining to Issued Addenda only: 3:00pm on January 18, 2016

Closing Date: 2:00:00pm on February 4, 2016 local time in Toronto, Ontario, Canada

Please refer to Section 4.1.1 for the complete NBRFP timetable.

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

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This Non-Binding Request for Proposals (“NBRFP”) is an invitation to prospective Proponents to submit Proposals for the provision of IT Helpdesk Support Services (“Services”) on an as-and-when-required basis to support OECM Clients as further described in Part 2 – The Deliverables (the “Deliverables”).

1.2 Type of Agreement for Deliverables

It is OECM's intention to enter into a Master Agreement (“Agreement”) based on the Form of Agreement attached as Section 5.3 to this NBRFP with one (1) Preferred Proponent. The highest ranked Proponent, as established in Part 3 – Evaluation of Proposals, will be invited to enter into Agreement negotiations with OECM.

The Term of the Agreement is intended to be for five (5) years, with an option in favour of OECM to extend the Term of the Agreement on the same terms and conditions for up to two (2) additional periods of up to three (3) years each.

Clients participating in the Agreement will execute a Client Supplier Agreement (“CSA”) with the Supplier as attached in Section 5.3. Prior to executing a CSA, the Client may negotiate their unique requirements (e.g., service request) and further negotiate with the Supplier and 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.

1.2.1 No Contract A and No Claims

This procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

(a) this NBRFP shall not give rise to any contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and

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

1.2.2 No Contract until Execution of Written Agreement

This NBRFP process is intended to identify prospective Proponents for the purposes of negotiating a potential Agreement. No legal relationship or obligation regarding the procurement of any Service shall be created between the Proponent and OECM by this NBRFP process until the successful negotiation and execution of a written Agreement for the acquisition of such Services have occurred.

1.2.3 Non-binding Rates Estimates

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

1.2.4 No Guarantee of Volume of Work or Exclusivity of Agreement

The information contained in this NBRFP 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 NBRFP is intended to relieve the Proponent from forming its own opinions and conclusions with respect to the matters addressed in this NBRFP. 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.

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

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

1.3 Overview of OECM

OECM is a not-for-profit Ontario Broader Public Sector (“BPS”) 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 partners.

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.

1.4 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; and
- To ensure that procurement processes are managed consistently throughout the BPS. The directive applies to all School Boards, Colleges and Universities in Ontario; and

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

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

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

1.5 Client Participation in OECM Agreements

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

- Three-hundred and fifty-one (351) Clients in total;
- One-hundred and fifteen (115) School Boards, Colleges and Universities; and
- Two-hundred and thirty-two (236) other public organizations.

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

Year over Year	Spend Growth %
2011 over 2010	158%
2012 over 2011	60%
2013 over 2012	50%
2014 over 2013	41%
October 2015 over October 2014	38%

The above information is as of November 2015. For more information about OEMC, please visit <http://www.oecm.ca/>.

1.6 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 OEMC, is the creation of the Agreement through the issuance of this NBRFP, the evaluation of Proposals submitted in response to it and the negotiation of Agreement.

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

When a Request for Services is issued, which does not constitute a contract A, contract B situation, it will identify the required Services or it may request the Supplier to propose an appropriate Service to fulfill the Client's requirements and any other applicable information. The Client may negotiate Services with the Supplier in order to ensure the Services will meet their unique requirements. The Supplier should respond, setting out the following at a minimum:

- Service specifications;
- Expected timelines (e.g. implementation);
- Additional information; 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 commences.

1.7 Client-Supplier Agreements

OEMC and the Supplier will work together to encourage the use of the Agreement resulting from this NBRFP.

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;
- Providing a well-defined implementation plan with applicable Client involvement; and

- Identifying improvement opportunities e.g. new technology.

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;
- Facilitating Request for Services requests, as required;
- Providing effective business relationship management;
- Managing and monitoring Supplier performance;
- Facilitating issue resolution; and
- Marketing improvement opportunities.

1.8 Objective of the NBRFP

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

The purpose of this NBRFP process is to select a Supplier that will be able to provide the best overall solution but most importantly to adapt Services to various Clients' environments and provide high quality, efficient, cost effective and innovative Services.

1.9 OECM Geographical Zones

OECM Clients in the Province of Ontario are located in five (5) geographical Zones as set out in Section 5.1 and 5.2 for further details on education Clients. As stated in Section 1.2 the Supplier will need to provide Services throughout the Province.

1.10 Proponent Consortium Information

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

- One (1) of the members of the consortium shall identify itself as the Proponent and shall complete, sign, and submit with its Proposal the Form of Offer on behalf of the consortium;
- The Proponent must also complete, sign 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 NBRFP.

1.11 Rules of Interpretation

This NBRFP 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 NBRFP 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 NBRFP, 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 NBRFP:
 - 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.

1.12 Definitions

Unless otherwise specified in this NBRFP, capitalized words and phrases have the meaning set out in the Form of Agreement attached as Section 5.3 to this NBRFP.

“Analyst” means the Proponent’s IT helpdesk technician/analyst staff who will provide the Services to the Users;

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

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

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

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

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

“Client” means an organization defined as broader public sector organization under the *Broader Public Sector Accountability Act, 2010* (including a school board or authority, college and university) and any other organization receiving public funding whether or not so defined as a broader public sector organization (including municipalities and not-for-profit 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 NBRFP;

“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 OEMC and/or any Client (other than confidential information which is disclosed to the Preferred Proponent in the normal course of the NBRFP) where the confidential information is relevant to the Deliverables required by the NBRFP, its pricing or the NBRFP 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 NBRFP. 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 OECCM'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 OECCM's competitively sourced agreements. Once CSAs have been executed, this fee is collected and remitted by the Supplier to OECCM on an annual basis;

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

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

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

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

“End-Point” means any hardware at the end of the network that the Clients will touch such as but not limited to: desktop, laptop, data projectors, printers, fax machine, smartphone;

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

“Master Agreement” or **“Agreement”** means the agreement to be made between the Preferred Proponent and OECCM based on the template attached as Section 5.3, 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 OECCM and the Supplier;

“Non-Binding Request for Proposals” or **“NBRFP”** means (a) this Non-Binding Request for Proposals number #2015-242 issued by OECCM, including all appendices and addenda thereto, (b) OECCM and the Selected Proponent will involve a dynamic negotiation whereby parties exchange offers and counteroffers until a point where they reach either an agreement in respect of the object of the negotiations, the Selected Proponent submits its BAFO or parties conclude that they have not reached an agreement;

“Personal Information” or **“PI”** is defined in Section 5.3 the form of Agreement;

“Preferred Proponent” means the Proponent that successful reached an agreement with OECCM at the end of the negotiation process in accordance with the evaluation and negotiation process set out in this NBRFP;

“Proponent” means an entity that submits a Proposal in response to this NBRFP 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 NBRFP;

“Province” means the Province of Ontario;

“Rates” means the prices for the Deliverables as set out in the Proponent's submitted in its Commercial envelope;

“Request for Service” means a request for pricing for specific Services issued by a Client or OECCM on behalf of a Client to the Supplier;

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

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

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

“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 1.2 of this NBRFP;

“Tier 1” means first point of contact for all Users Service interruptions and for basic level of customer support;

“Tier 2” means technical request requiring a specialist with specific skill set to solve the request;

“Ticket” means the result of a User submitting a help request that details the exact nature of the Service interruptions including but not limited to problem the end user is facing, the severity, open date/time, close date/time that is created and stored in an issue tracking system, a Ticket starts when the help request is formulated and ends when the help request has been solved, regardless if the Ticket was escalated or not;

“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 NBRFP process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the NBRFP process and result in any unfairness; and

“User” means Clients’ end user requiring the Service (e.g. staff, students, faculty);

“Zones” means the OECM geographical boundaries within the Province of Ontario as identified in Section 5.1 and 5.2, where applicable.

[End of Part 1]

PART 2 - THE DELIVERABLES

2.1 Description of Deliverables

The Supplier will provide Services that meet or exceed the requirements of Clients, to support various Users.

The Supplier will provide Clients with a range of Services which should be flexible, as Clients operate in various environments, as follows but not limited to (as further describe in Section 2.3):

- English Tier 1 IT helpdesk support Services including but not limited to:
 - Answering incoming requests from Users;
 - Collecting incoming Users' help requests;
 - Classifying incidents and providing initial support;
 - Detecting and identifying incident;
 - Providing investigation and diagnosis;
 - Providing resolution and recovery;
 - Closing Ticket;
 - Providing, integrating and maintaining a knowledgebase;
 - Providing a self-service centre and self-service portal.
 - Providing periodic reporting on call queue; and
 - Meeting all key performance indicators and service level agreements.
- Optional additional Services:
 - Tier-1 IT helpdesk support Services in French;
 - Customization Services;
 - Tier 2 IT helpdesk support Services; and
 - Specific application Services.

Clients may have various requirements and needs, the Supplier and Client shall agree upon the most suitable operation details (e.g. specific hour coverage) when executing a CSA.

2.2 Minimum Service Requirement

The Supplier should have the ability to allocate required and sufficient number of Analysts and accommodate Clients' growth.

The Supplier is expected to have experience in supporting common ERP systems such as Oracle, SAP, Ellucian Banner, PeopleSoft, Learning Management Systems such as Blackboard or D2L, various end User operating system issues, mobile technologies, Microsoft Office/Office 365, Windows, Mac OS, Google Docs, and commonly used end user computing products.

The Supplier's server and data centre must reside in North America in order to ensure the Client's data protection.

The Supplier will also provide support to various types of End-Points.

The Services must be seamless to the Users (i.e., the User will receive the Service as if he/she is calling an internal support help desk).

Clients may require the Supplier to integrate its proposed Issue Tracking System ("ITS") with the Client's call centre platform (e.g. Cisco UCCX) and/or other support channels the Client has already implemented.

2.2.1 Supplier's Analysts

The Supplier shall be responsible for providing Analysts who are familiar with the Client's operations (e.g. provide all necessary training) and it is highly desired that a dedicated Analysts team be assigned to each Client.

The Supplier should provide sufficient skilled Analysts who are able to handle various demand periods, including peak period time which could depend on the Clients' academic calendar and/or business operation. The Supplier should have a well-documented hiring process including recruitment, minimum hiring requirements, training (including the duration) and Analysts retention programs in place.

The Supplier should have a demonstrated process of designating and training Analysts specifically on the Client's processes and procedures. Clients expect the Analysts to be trained and knowledgeable on the Clients environment, processes and procedures.

The Supplier should have training and/or other mechanism in place, ensuring its Analysts are up to date with emerging and evolving technologies. Supplier shall be able to provide Clients with a training report when required.

In order to ensure seamless Services, the Supplier's Analysts should have strong language skills (i.e. B2 level from the Common European Framework of Reference for Language); a good understanding of the Ontario culture, Canadian education and public systems.

2.2.1.1 Analysts Scheduling

The Supplier should:

- Ensure that the right number of Analysts are deployed precisely at the right times to support Clients requests, including administering scheduled start times, end times, breaks, lunches, and absences;
- Make adjustments for overtime needs or hour reductions, based on Clients demands.

2.2.1.2 New Hire Training/Orientation

The Supplier should:

- Ensure a seamless integration of new Analysts;
- Target ramp-up time to supporting Clients within seven (7) Business Days; and
- Develop a structured approach/methodology where the Supplier effectively prepares the Analysts for Clients supports.

2.2.1.3 Analysts Compensation

The Supplier is responsible for all payment of wages, benefits and insurance coverage for its Analysts.

2.2.1.4 Management of Hours Worked

The Supplier should:

- Collect regular batch files of scheduled hours per week; and
- Receive weekly batch files of actual hours worked in order to automate hours billed versus the manual time sheet approval.

2.2.1.5 Workforce Optimization

The Supplier should:

- Ensure Analysts are available to work based on business requirements in a 24/7 support cycle, the Analysts may be expected to work in an after-hours and on a rotation schedule; and
- Ensure Services are available on an as and when required basis for public/government statutory holidays.

2.2.2 Issue Tracking System

2.2.2.1 Supplier's Issue Tracking System

Some Clients may not have a ticketing system in place and will require the Supplier to utilize its own ITS (i.e. ticketing system, service management system) when providing Services.

The Supplier shall have a secured and robust ITS. Clients may require the Supplier to provide a demonstration of its ITS prior to signing a CSA.

If the Supplier supplies the ITS, at the end of the Term the Supplier will provide Client an electronically readable and transferable call history, statistical data and knowledgebase data in the most suitable format for both the Client and the Supplier (e.g. Excel, MSQl). In addition, at the termination of the Agreement the Supplier will supply all knowledgebase materials created for all Client calls.

The Client may require to have access to the Supplier's ITS for Ticket status, the Supplier will create a single sign on for the Client as required.

The Supplier's ITS should at a minimum have the following features:

- Assign the issue;
- Be accessible by the Clients;
- Change management process to review and approve changes submitted;
- Create reports with graphs and/or charts features;
- Create workflow;
- Dashboard of Tickets and their statuses;
- Manage the knowledgebase;
- Record history of issue and resolution;
- Report the issue via different channels (e.g. agent based, self-service, or email);
- Set and update the issue;
- Share the issue across the various teams (e.g. escalation to the tier 2) if applicable; and
- Store and retrieve (e.g. ID and password protected) the issues.

2.2.2.2 Client's Issue Tracking System

Some Clients may have their own ITS and will require the Supplier to use it when providing the Services. The Client will be responsible to give the Supplier access to its ITS and provide the Supplier with the adequate user licences.

As describe in Section 2.8, the Client will provide the Supplier with training prior to using the Client's ITS, and/or during the Service implementation.

2.2.3 Additional Tools

The Supplier will provide additional tools which would facilitate and/or enhance the Services delivery to Clients, tools may include the following, but not limited to:

- Workforce management;
- Enterprises services management; and
- Service desk.

2.2.4 Data and Information Protection

The Supplier shall ensure the Client's data and information are secured, protected and comply with all applicable IT security standard and privacy laws, rules and regulations.

2.3 English Tier 1 IT Helpdesk Support Services

Tier 1 IT helpdesk support Services consist of the first line of customer support, addressing the basic customer issues (e.g. general IT related inquiries). Tier 1 IT helpdesk support Services shall provide

information and guidance, more technical questions going to tier 2 support, if required, such as but not limited to:

- Problems with usernames and passwords;
- Physical layer issues;
- Verification of hardware and software setup;
- Installation, reinstallation and uninstallation issues; and
- Menu navigation.

The Supplier must be able to provide Tier 1 IT helpdesk support Services 365/24/7, however some Clients may require the Services to be provided only during specific days and/or hours (e.g. from 5pm to 9am, from Saturday to Sunday or peak periods).

Clients may have various definitions of Tier 1 IT helpdesk support Services, the Client shall provide their definition of Tier 1 to the Supplier, prior to executing a CSA.

2.3.1 English Tier 1 Key Services

The Supplier will provide to Clients IT helpdesk support Services including but not limited to the following:

- Answer incoming requests (using the channels listed in Section 2.5) from Users;
- Collect incoming Users' help requests;
- Incident detection and log in:
 - Generate incident reports (i.e. Ticket) either using the Client's ITS or the Supplier's own ITS, including documenting of the upcoming calls.
- Classification of incidents and provision of initial support:
 - Prioritize issues based on scope, impact and urgency on business;
 - Creating global issues or Tickets and assigning sub-Tickets for major issues/ outages; and
 - Utilize Client's communications plan. Keep the Client's on-site support personnel advised of problem trends and systems which appear to be unavailable.
- Investigation and diagnosis:
 - Basic troubleshooting and answer basic how-to questions for supported applications; and
 - Escalate and assign issue to Client's relevant internal Tier-2 support group, with sufficient documentation (e.g. issue, context, environment, troubleshooting completed, probable cause...etc.) included in the ticketing system and escalation process if unable to resolve the issue.
- Resolution and recovery:
 - Resolve issue for Users;
 - Implement workaround to restore/fulfill service as a temporary solution for Users; and
 - Update Ticket within the ITS with actions taken at final resolution, and follow Ticket update process
- Ticket closure:
 - Confirm successful resolution/fulfillment with Client using a predetermined channel (e.g., email, text message);
 - Send User satisfaction surveys to collect feedback, as describe in Section 2.10;
 - Add solution to knowledgebase system for future reference; and
 - Update Ticket within the ITS and follow Ticket closure process.
- Provide, integrate and maintain a knowledgebase:
 - Work with Clients on creating a knowledgebase;
 - Integrate the existing Client's knowledgebase into the ITS;
 - Maintain the knowledgebase; and
 - Gather, maintain and update information on a publicly accessible and searchable web tool which provides Users with self-help tools and procedures specific to each Client and general technology issues.
- Self Service Centre and Self-Service Portal

- From the knowledgebase system the Supplier should develop with the Client a self-service center which will help Users to submit an incident and search for answers their own questions with standard information, how to's and instructions. The self-service centre framework should be mutually agreed upon between the Client and the Supplier.
- Periodic reporting on call queue such as but not limited to:
 - Abandon rates;
 - Total number of calls;
 - Longest wait time in queue;
 - Average wait time in queue;
 - Shortest wait time in queue;
 - Longest talk time; and
 - Average talk time.
- Meet all key performance indicators and service level agreements, including during peak demand periods, and provide reporting on a pre-determined basis

2.4 Optional Additional Services

Clients may require optional Services such as but not limited to:

- Tier 1 IT helpdesk support Services in French;
- Customization Services;
- Tier 2 IT helpdesk support Services; and
- Specific application Services.

The Supplier should provide optional additional Services as requested.

2.4.1 French Tier 1 IT Helpdesk Support Services

Some Clients operate only in a French language environment. The Supplier shall be able to provide all Services as describe in Section 2.3 in French (i.e. English Tier 1 IT Helpdesk Support Services).

2.4.2 Customization Services

Clients may require the Supplier to customize the ITS to include, items such as but not limited to:

- Unlimited number of fields;
- Locations;
- Priorities;
- Asset; and
- User meta data.

2.4.3 Tier 2 IT Helpdesk Support Services

Some Clients may require the Supplier to provide tier 2 IT helpdesk support Services. When required, the Supplier should provide tier 2 IT helpdesk support Services when the Supplier's Tier 1 Analyst is unable to solve the request (e.g. technical request requiring a specialist with specific skill set to solve the request).

The Supplier shall follow different escalation processes and procedures as they vary from Client to Client.

Depending on the Client, the nature of tier-2 request may range from issues such as advanced features, product bugs or failures.

2.4.4 Specific Application Services

Some Clients may require the Supplier to have a team dedicated to provide Services in the support of applications tailored to the Client. The Supplier should respond to User's requests regarding any specific application.

2.5 Service Channels

Users should be able to contact the Supplier using the following channels at the minimum:

- Client's internal telephone extension number;
- Toll free phone number;
- Email;
- Web-form;
- Self-service web portal; and
- Instant message system.

As stated in the Section 2.20 of this NBRFP, OEMC and its Clients are committed to the highest possible standards for accessibility and have established policies, practices and procedures governing the provision of their services to people with disabilities. To enable Users with disabilities to use and access the Services, additional Service Channels such as a separate assigned phone number with assistive technologies such as Telephone Teletype ("TTY"), Telecommunication Device for the Deaf ("TDD") shall be available to Clients.

Understanding the Service channels will evolve during the Term, the Supplier must be able to support those emerging/new channels.

Some Clients may require the Services to be accessed via social media such as Twitter and Facebook.

2.6 Client's IT Environment and End-Point

Clients require the Supplier to provide Services on the End-Point and software related to the following but is not limited to:

- Mobile Devices;
- Desktop;
- Digital display and Way Finding systems;
- Electronic classroom audio and visual;
- Enterprise applications;
- Laptop;
- Network;
- Phone;
- Printers;
- Server;
- Smartphone; and
- Tablets.

Clients may also require Services on different IT environments such as Windows, Mac OS, ERP, and SAP.

Clients' environments will evolve due to the fast growing IT industry. The Supplier shall ensure its Analysts will be up to date with merging and evolving technologies.

2.7 Escalation Process

Each Client will have its own escalation process and procedure which will be shared with the Supplier prior to when the Services begin. The Supplier will follow those processes and procedures and will escalate any incoming Users' Tickets to the appropriate tier-2 support group (e.g. network), specific to each Client.

Clients may require the Supplier to create and implement a telephone calling tree (e.g., escalation process) which will be specific to each Client.

2.8 Program 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, estimated timeline, personnel and required Client resources.

2.8.1 Training to Clients

The Supplier should provide the following two (2) distinct types of no-charge training to Clients throughout the Term of the Agreement:

- Functional training; and
- Technical training

2.8.1.1 Functional Training

The Supplier should provide the following functional training to Client at the commencement of the Agreement and as required by the Client's IT staff during the Term of the Agreement:

- Key operator and User training; and,
- Specialized IT staff training.

The training requirements will vary from one Client to another.

2.8.1.2 Technical Training

The Supplier should also provide specialized IT staff training to Client's IT staff at the commencement of the Agreement and as required by the Client's IT staff during the Term of the Agreement.

The types of technical training include, but are not be limited to:

- Client IT service desk staff training; and
- Other technical support training.

This training may be provided onsite or off-site, as mutually agreed upon between the Supplier and the Client.

The Supplier will provide training documentation for Client staff as required.

2.8.2 Training to Supplier

The Client will train the Supplier on various elements such as:

- Client's ITS;
- Client's processes and procedures;
- Client's structure; and
- Client's escalation process.

The Client and the Supplier should mutually agree upon the training timeline and process during the implementation period.

2.8.3 Client's Responsibilities

Prior to signing a CSA and/or upon a Request for Service, Client will provide the Supplier with the needed information in regards to the following but not limited to:

- Application details;
- Process and procedure (e.g. escalation);
- Network system;
- Client's personnel's contact list; and
- Implementation timeline.

Some information the Client will share with the Supplier is confidential, Client may require the Supplier to sign a non-disclosure agreement. The Supplier shall ensure the safety and confidentiality of the Client's information.

2.9 Key Performance Indicators and Service Level Agreement for Clients

The Supplier and Client will mutually agree on Key Performance Indicators (“KPI”) and Service Level Agreement (“SLA”). The KPIs and SLAs may cover the following areas:

- Telephone
 - Average waiting time;
 - Abandonment rate;
 - Average call answered;
 - Average talk time; and
 - Average handling time.
- Ticketing:
 - Re-open rate;
 - First contact resolution rate;
 - Tier 1 resolvable rate;
 - Satisfied customer rate; and
 - Survey result.
- E-mail
 - Time to respond e-mail; and
 - Tickets transferred to another channel.
- Voice Mail
 - Time to respond
- Chat
 - Time to respond

2.10 Satisfaction Survey

Understanding that each Client is different; the Supplier will send a satisfaction survey to the Users based on the frequency requested by the Client. The survey should be focused on, but not limited to the following:

- Customer support;
- Issue resolution processing;
- Response time; and
- Service quality.

The survey contents, needs and requirements will vary from a Client to another. The Supplier shall work with the Client to develop, use and/or send the survey required by this Client.

2.11 Reporting System for Client

Clients shall have access to the Supplier’s reporting system (i.e. through the Supplier ITS) and manually create reports on their own. The reporting system should provide the following minimum reports on daily, weekly and/or monthly basis:

- Overall incident summary reports;
- Incidents summary reports location wise;
- Call documentation reports;
- Average call answered time reports;
- Maximum time to respond reports;
- First call resolution reports;
- Overall work orders summary reports;
- Work orders response time reports;
- Work orders resolution time reports;
- Service requests response time reports;
- Service requests completion reports; and
- Number of Tickets issued.

Clients will define with the Supplier the level of information required for each report. In the event the Supplier is using the Client’s ITS, the Supplier is not responsible to provide such reports.

2.12 Invoicing

The Supplier will submit to the Client monthly invoice, Client may request consolidated monthly invoice. The invoices will be in either paper or electronic format, as detailed in the Client's CSA.

The invoice should be itemized and contain, at a minimum, the following information:

- Invoice number;
- Client's organization name;
- Ticket issued;
- Ticket resolved;
- Escalated Tickets;
- Client's address;
- Description of Service provided;
- Price; and,
- Extended total and HST.

The Client may request to be invoiced by school, campus or department.

2.13 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 to when executing CSAs.

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

The Supplier will accept payment from Clients by cheque or electronic funds transfer.

2.13.1 Electronic Fund Transfer

The Supplier will provide Client and OECM with the necessary banking information to enable electronic fund transfers ("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.

2.14 Customer Support to Client

The Supplier should 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;
- The Supplier's team should be responsive to 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, Skype, email, voicemail, and fax);
- Establishing an ongoing communications program with the Client (e.g. new Services available);
- Attending quarterly business reviews with Clients or other meetings, as requested; and
- Providing reports to Clients, upon request.

2.15 Agreement Management Support to OECM

OECM will oversee the Agreement and the Supplier will 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;
- Promoting the Agreement as set out in Section 1.7 of this NBRFP within the Client community;
- Attending quarterly business review meetings with OEMC to review CSAs, Deliverables, sales, issue management, opportunities for improvement, and other appropriate business activities;
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- Monitoring, managing and reporting pricing, savings and service quality (including customer support);
- Conducting comparative analysis (e.g. saving analysis to Clients) and surveys regularly during the Term of the Agreement to ensure customer satisfaction and support Client's strategic directions; and
- Submission of sales report, any ad hoc reports and the applicable Cost Recovery Fee ("CRF") on time.

2.16 Agreement Performance Management with OEMC

OEMC will form a Community of Practice ("CoP") with Clients who signed a CSA. This CoP will review the Supplier's KIPs and SLAs results.

On a quarterly basis OEMC will review the KPIs and SLAs results with the Supplier and address any concerns and/or issues raised by the CoP.

2.16.1 Reporting to OEMC

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

- Invoice number;
- Invoice date;
- Client's organization name;
- Client's address;
- Number of Tickets issued;
- Number of Tickets resolved;
- Indicate if a Request for Service was utilized;
- Price per Ticket;
- Extended total; and,
- Cost Recovery Fee (i.e. subtotal, HST and total).

In addition the Supplier shall be responsible for providing monthly reports detailing agreement activities including but not limited to the following:

- Client-Supplier Agreement status (e.g. executed in the previous month, pending execution);
- SLA reports including service availability, major outages and other SLA violations;
- Service utilization rate; and
- Request for Services report including the following information:
 - Client's organization name;
 - Client contact;
 - Nature of the Request for Service (e.g. committed volume, project based requirements);
 - Value of the Request for Service; and
 - Request for Service status (e.g. submitted to Client, due date to Client);

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

2.16.2 Pricing Audit and Management

OEMC may on its own or on behalf of a Client to request for pricing audits (e.g., price per Ticket) on Services during the Term. 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 invoicing.

OEMC may also during the Term of the Agreement, conduct cost comparison studies to ensure the competitiveness of pricing. The Supplier shall review its price in the Agreement to ensure its competitiveness in pricing and meeting Client needs.

2.17 Disaster Recovery and Business Continuity

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

2.18 Licences, Right to Use and Approvals

Suppliers will 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 will be the responsibility of, and will be paid for by, the Supplier.

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

2.19 Compliance to Privacy Legislation

The Supplier and its applicable subcontractors shall comply with all applicable privacy legislations including but not limited to:

- *Freedom of Information and Protection of Privacy Act ("FIPPA");*
- *Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"); and*
- *Personal Health Information Protection Act ("PHIPA").*

2.20 Accessibility for Ontarians with Disabilities Act

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

2.21 Pricing Methodology

The Proponent should submit maximum Rates for the English Tier 1 IT helpdesk support Services in following two (2) methods:

- Price per Ticket using the Client's ITS; and
- Price per Ticket using the Supplier's ITS.

The Supplier shall propose a method to reduce the cost per Ticket for all Clients who signed a CSA as the volume grows and to the benefits of early adopters.

The Proponent should submit maximum Rates for optional additional Services in following methods:

- Price per Ticket for French Tier 1 IT helpdesk support Services;
- Per diem price for customization and specific application Services; and
- Price per Ticket for tier 2 IT helpdesk support Services.

The Selected Proponent may propose other pricing structure during the negotiation period as described in Section 3.8.

2.22 Optional Price Refresh

The pricing shall be firm for the first twenty four (24) months of the Agreement. OECM or the Supplier may request a price refresh every twenty four (24) during the initial Term of the Agreement on the anniversary date (i.e. 2018 and 2020), as well as at the optional extension period (i.e. 2021 and 2024) if exercised.

Either party may request a price review and such request will be made by providing a written notice hundred and twenty (120) days prior to the anniversary date of the Agreement. If OECM and the Supplier are not able to agree within ninety (90) days of the request for a price review, the Agreement may be terminated, at the sole discretion of OECM, as of the date which is up to one-hundred and twenty (120) days following anniversary date of the Agreement. In such event, the current Rates shall apply until the date of termination.

Clients require a minimum of thirty (30) days prior notice on any price increases. In situations where OECM and the Supplier mutually agree to the new price after sixty (60) days from the request for a price review, the effective date of new price will be adjusted accordingly to allow for thirty (30) days prior notice to Clients.

Any pricing refresh request from a Supplier must be accompanied by appropriate documentation (i.e. technology changes, detailed calculations and individual Client impact analysis) to support any price adjustment.

Any Rates refresh shall not exceed the annual Consumer Price Index ("CPI") provided by Statistics Canada and the Bank of Canada. OECM will not consider any overhead adjustments in its refresh. Technology advancement and the associated cost savings will be considered during the pricing refresh.

Supplier performance (e.g. Client retention, satisfaction, ethical business practices, marketing efforts and any commitments made during in the Proponent's Proposal) received under the Agreement will be considered when contemplating Agreement extension.

If a pricing refresh is not requested by a written notice hundred and twenty (120) days prior to the anniversary date of the Agreement, the price will remain the same for the next period, if applicable.

Agreement will be amended accordingly, if necessary.

2.23 Saving Calculation

OECM tracks, validates, and reports on savings on all its agreements. To calculate savings, OECM requires the Supplier to provide spend reports as outlined in Section 2.16.1 of the NBRFP. Once OECM receives the Clients' approval, the Supplier will provide OECM with Clients' historical spend (e.g. baseline information) prior to the current agreement if applicable.

2.24 OECM Cost Recovery Fee ("CRF")

As a not-for-profit/non-share corporation, OECM recovers its operating costs from its agreements through CRF. CRFs from the resulting Agreement from this NBRFP and other OECM agreements are structured to support OECM's financial model, while providing savings to Clients.

The Supplier will pay to OECM a CRF as follows based on before tax amount invoiced by the Supplier to the Clients for Deliverables acquired through the Term of the Agreement:

Threshold Level	Total Client Purchases	Applicable Cost Recovery Fee
1	Up to \$500,000.00	2.5%
2	Between \$500,000.01 and \$1,000,000.00	2%
3	\$1,000,000.01 and over	1.5%

The CRF will be based on the total aggregate sales on all Services, calculated based on before tax amount invoiced by the Supplier, to the Clients for Deliverables acquired through the Term of the Agreement, on an annual basis based on calendar year.

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

- The first CRF shall be paid to OEEM by **January 6, 2017**, and include any Client purchases made between the Agreement execution date and **December 31, 2016**; and
- The CRF shall be paid annually thereafter.

The CRF will be reviewed (e.g. annually) and may, at OEEM's sole discretion, be adjusted downwards and/or change the CRF structure.

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

[End of Part 2]

PART 3 - EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

OECM will conduct the evaluation of Proposals in the following eight (8) stages:

Stages	Evaluation	Scoring Methodology Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Responses	Pass/Fail	Pass
Stage II	Technical Responses	400	See Section 3.3 and Appendix E
Stage III	Technical Demonstration	100	Not Applicable
Stage IV	Commercial Responses	500	Not Applicable
Stage V	Cumulative Score	1000	Not Applicable
Stage VI	Tie Break	No Point Allocation	Not Applicable
Stage VII	Sequential Negotiation	No Point Allocation	Not Applicable
Stage VIII	Optional Best and Final Offer	No Point Allocation	Not Applicable

3.2 Stage I – Review of Qualification Responses (Pass/Fail)

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

Other than inserting the information requested on the qualification forms set out in this NBRFP, a Proponent may not make any changes to any of the forms.

A Proposal must include the following **three (3)** qualification forms:

Title of Form
Form of Offer
Consortium Form, if applicable
Commercial Responses

If a Proponent fails to insert any information required and/or makes an error on the Form of Offer, 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 Form)

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

(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 NBRFP process.

(b) Insurance

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

(c) General

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

3.2.2 Consortium Form (Qualification Form, If Applicable)

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

3.2.3 Commercial Response (Qualification Form)

The Commercial Responses should be provided by the Proponent in accordance with the instructions contained below, the following shall apply:

- The Proponent shall propose maximum Rates;
- Unless otherwise stated, all Rates should be provided in Canadian funds and should include all applicable customs duties, tariffs, overhead, materials, fuel, office support, profit, permits, licences, labour, insurance, Workplace Safety Insurance Board costs, travel, ITS user licence, warranties, and further should not be subject to adjustment for fluctuation in foreign exchange rates;
- All Rates should be quoted exclusive of the HST, or other similar taxes, each of which, if applicable, should be stated separately; and
- In the event of any discrepancy in the Rates within a Proposal, the lowest Rate submitted shall prevail.

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

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

3.3 Stage II – Technical Responses (400 Points)

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

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

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

Any Proposal that does not meet the required minimum thresholds for applicable Technical Responses will not be evaluated further.

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

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 question. 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 responses components of this NBRFP:

Technical Response Components	Available Points	Minimum Threshold Required (if applicable)
1. Proponent's Overview & Experience	35	N/A
2. Service Offering	100	50
3. Ticketing Management And Performance	80	40
4. Proponent's Analysts Experience	60	N/A
5. System Reporting	50	25
6. Customer Service And Account Management	60	N/A
7. Other Services	15	N/A
TOTAL POINTS FOR TECHNICAL RESPONSES:	400 Points	200 Points

3.4 Stage III –Technical Demonstration (100 Points)

OECM will invite up to four (4) Proponents with the highest scoring Proposals to a technical demonstration. For example, if only three (3) Proponents are invited, the Proponent whose Proposal has the highest score will be invited as will the Proponent whose Proposal has the second highest and the third highest score.

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

OECM will send a notice and further detail to the Proponent being invited to present its Proposal and its ITS at least five (5) Business Days and not more than ten (10) Business Days in advance of the proposed date and time for the technical demonstration. If the Proponent is unable to conduct the technical demonstration at the proposed date and time, OECM will use reasonable efforts to: (i) find a mutually agreeable time on the date proposed by OECM; and (ii) if OECM and Proponent are unable to do so, find a mutually agreeable time on a day prior to the date originally proposed by OECM. Proponents may be required to answer questions from the evaluation team during this evaluation. There may be a time restriction to the question and answer period.

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

3.4.1 Content

The Proponent may be asked to address its capabilities and processes as they relate to the deliverables in this NBRFP:

- Exhibit its Services capability;
- Describe its proposed ITS;
- Demonstrate how its ITS will satisfy the Clients’ requirements; and
- Exhibit how its technology brings value, savings and innovation.

3.4.2 Attendance

Up to six (6) Proponent participants (including technical staff) may attend the technical demonstration session.

3.5 Stage IV - Commercial Responses (500 points)

Only at the completion of Stage III of the evaluation, will the Commercial Responses be opened for all Eligible Proposals.

As stated in Section 2.21, the Proponent shall provide Rates on English Tier 1 IT helpdesk support and additional optional Services.

The following table provides an overview of the point allocation, for the applicable Commercial Responses components:

Commercial Responses Components	Available Points
1. Tier 1 IT Helpdesk Support Services	
1.1. Price per Ticket using the Client’s ITS	220
1.2. Price per Ticket using the Supplier’s ITS	220
2. Additional Optional Services	
2.1 Price per Ticket for French Tier 1 IT helpdesk support Services	20
2.2 Per diem price for customization and specific application Services	20
2.3 Price per Ticket for tier 2 IT helpdesk support Services	20
TOTAL POINTS FOR COMMERCIAL RESPONSES	500 Points

Refer to commercial envelope for sub-point allocations.

3.5.1 Pricing Evaluation Methodology

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

- Step 1 – evaluation and scoring of the maximum Rates for the Tier 1 IT Helpdesk Support Services;
- Step 2 – evaluation and scoring of the maximum Rates for the additional optional Services;
- Step 3 – total scores of steps 1 to 2.

Step 1 – Evaluation And Scoring Of The Maximum Rates For The Tier 1 IT Helpdesk Support Services:

The Proponent should insert Rates for each pricing component in its Commercial Responses

The maximum Rate per Ticket will be evaluated and scored using a relative formula (i.e., by dividing that Proponent’s per Ticket Rate into the lowest Ticket net price Rate per Ticket) for proposed price Rate per Ticket on in the Commercial Responses.

The example below illustrates how points will be calculated for proposed price per Ticket:

Step 1 – EXAMPLE OF PRICING EVALUATION OF PRICE PER TICKET USING THE CLIENT’S ITS		
Proposed Rates	Calculation	Resulting Points
If Proponent 1 proposes the lowest net price of \$10.00 per Ticket, it will receive 100% of the 220 point allocated.	$\$10.00 \div \10.00×220	220
If Proponent 2 proposes the second lowest net price of \$12.50 per Ticket, it will receive 80% of the 250 point allocated.	$\$10.00 \div \12.50×220	176
If Proponent 3 proposes the highest net price of \$20.00 per Ticket, it will receive 50% of the 250 point allocated.	$\$10.00 \div \20.00×220	110

For all the Rates, when N/A, Not Applicable is entered in any cell or cells are left blank on the Commercial Responses, it is deemed to mean that the particular Service is not available. Therefore when evaluating and scoring the proposed price Rate per ticket, the Proponent will receive the zero (0) score points.

The same evaluation and scoring methodology will be applied to the other Rates components.

At the end of Step 1, the process will result in the following hypothetical scores on maximum Rates:

- Proponent 1 = 300 points
- Proponent 2 = 380points
- Proponent 3 = 250 points

Step 2 – Evaluation And Scoring Of The Maximum Rates For The Additional Optional Services:

The maximum Rate per addition optional Services will be evaluated and scored with the same methodology as sample in Step 1.

The example below illustrates how points will be calculated for per diem price for customization and specific application Services:

Step 2 – EXAMPLE OF PRICING EVALUATION OF THE PER DIEM PRICE FOR CUSTOMIZATION AND SPECIFIC APPLICATION SERVICES		
Proposed Rate	Calculation	Resulting Points
If Proponent 2 proposes the lowest per diem of \$375.00 per diem, it will receive 100% of the 20 point allocated.	$\$375.00 \div \375.00×20	20.00
If Proponent 3 proposes the second lowest per diem of \$562.50 per diem, it will receive 66% of the 20 point allocated.	$\$375.00 \div \562.50×20	13.33
If Proponent 1 proposes the highest per diem of \$600.00 per diem, it will receive 62.5% of the 20 point allocated.	$\$375.00 \div \600.00×20	12.50

At the end of Step 2, the process will result in the following hypothetical scores on maximum Rates:

- Proponent 1 = 28 points
- Proponent 2 = 10 points
- Proponent 3 = 40 points

Step 3 – total scores of steps 1 to 2:

At the conclusion of step 3, the resulting scores of steps 1 and 2 will be totaled.

For this example the following **hypothetical** scores have been calculated:

Step	Proponent 1	Proponent 2	Proponent 3
Step 1	300	380	250
Step 2	28	10	40
Step 3	328	390	290

In this example, Proponent 2 would have the highest scoring Proposal, Proponent 1 would have the second highest scoring Proposal and Proponent 3 would have the third highest scoring Proposal for Stage III, Commercial Response evaluation.

3.6 Stage V – Cumulative Score

At the Cumulative Score stage, the scores from Stages II, III and IV will be totaled for each Proposal and subject to the express and implied rights of OECM, the Proponent who has the highest scoring Proposal will become the Selected Proponent and be invited to negotiation, as further describe in Section 3.8.

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

3.7 Stage VI - Tie Break Process

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

3.8 Stage VII – Sequential Negotiations

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

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

During the negotiation the Selected Proponent may be able to propose:

- Tailored Services that exceed the requirements set out in this NBRFP; and
- Alternative pricing methodology.

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

OECM intends to complete negotiations within thirty (30) calendar days. If, for any reason, OECM and the Selected Proponent fail to reach an agreement within the aforementioned timeframe, OECM will be at its sole discretion request the Selected Proponent to submit its Best and Final Offer as described in Section 3.9 or to terminate discussions and negotiations with the Selected Proponent and invite the next-best-ranked Proponent to enter into discussions and negotiations to reach agreement for the provision of Services.

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

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

3.9 Stage VIII – Optional Best and Final Offer

Best and Final Offer is an **optional** additional evaluation stage that will finalize the negotiation.

Prior to the end of the negotiation timeframe, the Selected Proponent may receive a notice from OECM, and will have five (5) Business Days to submit its BAFO on its proposed Services and Rates.

If the Selected Proponent chooses not to submit a BAFO or if the BAFO result is not satisfactory, OECM may invite the next-best-ranked Proponent to enter into discussions and negotiations to reach agreement for the provision of the Service.

3.10 Agreement Finalization

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

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

3.10.1 Notification to Other Proponents

Other Proponents that may become eligible for agreement negotiations will be notified at the commencement of the negotiation process. Once the Agreement is executed between OECM and the Preferred Proponent, the other Proponents may be notified directly in writing and shall be notified by public posting in the same manner that the NBRFP was originally posted of the outcome of the procurement process and the award of the Agreement.

3.11 Agreement Launch and Marketing

OECM will promote the use of the Agreement with Clients as set out in Section 1.7. During the post-award period, the Supplier will be expected to meet with OECM, as-and-when-required, to discuss an effective collaborative Agreement launch approach.

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

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

[End of Part 3]

PART 4 - TERMS AND CONDITIONS OF THE NBRFP PROCESS

4.1 General Information and Instructions

4.1.1 NBRFP Timetable

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

NBRFP Timetable	
Event	Date
OECM's NBRFP Publication Date:	December 8, 2015
Proponent's Information Session:	11:00am on December 15, 2015
Ontario Tenders Portal Demonstration:	3:00pm on December 16, 2015
Proponent's Deadline for Questions:	3:00pm on December 24, 2015
OECM's Deadline for Issuing Answers:	January 13, 2016
Proponent's Deadline for Questions Pertaining to <u>Issued Addenda only:</u>	3:00pm on January 18, 2016
OECM's Deadline for Issuing Final Addenda:	January 21, 2016
Closing Date:	2:00:00pm on February 4, 2016
Sequential Negotiations	February and March 2016
Agreement Start Date:	April 2016

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

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

In the event of any change in the Closing Date, the 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 are not required to, participate in the Proponent Information Session, which will take place at the time set out in Section 4.1.1.

A Proponent wishing to participate should register, noting its full legal name and the names of the representatives by emailing the **Buyer Organization through the OTP** prior to **9:00am on December 15, 2015** Access to the teleconference and any applicable information will be emailed to the registered Proponents through the OTP.

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

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

Information provided during this session will be posted on the OTP

4.1.2.2 OTP Demonstration

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.

Full details will be sent to suppliers that have downloaded the NBRFP, via **Messages** on OTP.

Proponent who is not available to attend the OTP Demonstration can schedule directly with OTP technical support for training and/or technical support.

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 NBRFP. Where information is requested in this NBRFP, any response made in a Proposal should reference the applicable section numbers of this NBRFP 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 NBRFP Only an Estimate

OECM makes no representation, warranty or guarantee as to the accuracy of the information contained in this NBRFP or issued by way of addenda. Any data contained in this NBRFP 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 NBRFP.

4.1.6 Proponent's Costs

Proponents will bear all costs and expenses incurred relating to any aspect of its participation in this NBRFP 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 NBRFP process, including any presentation and or interview;
- The conduct of any due diligence on its part, including any information gathering activity;
- The preparation of the Proponent's own questions prior to the Closing Date; and
- Any discussion and/or finalization, if any, in respect of the Form of Agreement.

4.2 Communication after NBRFP Issuance

4.2.1 Communication with the Buyer Organization

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

Proponents that fail to comply with the requirement to direct all communications through the OTP to the Buyer Organization may be disqualified from this NBRFP 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 NBRFP:

- 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 NBRFP

Proponents shall promptly examine this NBRFP 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 NBRFP, such answer will be formally evidenced through the issue of a separate addendum for this purpose.

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

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

It is the responsibility of the Proponent to seek clarification, by submitting questions through the 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 NBRFP 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 through the OTP the Buyer Organization 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 NBRFP; and,
- Claim that OECM is responsible for any of the circumstances listed in Section 4.2.2 of this NBRFP.

4.2.4 All New Information to Proponents by way of Addenda

This NBRFP 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 NBRFP, such information will be communicated to all Proponents by addenda by way on OTP. Each addendum shall form an integral part of this NBRFP.

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

Such addenda may contain important information including significant changes to this NBRFP. 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 NBRFP 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 NBRFP process, a Proposal should be submitted and received **before** the Closing Date as set out in Section 4.1.1, on the OTP. **The Proponent is encouraged to get itself familiarized with the use of the OTP well in advance of Closing Date.**

The Proponent will not be able to submit a Proposal **after** the Closing Date as the OTP will close the access to the NBRFP 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 NBRFP 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 NBRFP may not be validly delivered by way of electronic communication, unless otherwise provided for in this NBRFP.

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

4.3.2 Proposal Submission Requirements

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

- **Qualification Response should include:**
 - A completed Form of Offer; and
 - A completed consortium form (if applicable).
- **Technical Response must include (please do not include any financial information)**
 - Completed Technical Responses to all technical questions; and
 - A completed reference form.
- **Commercial Response must include:**
 - Completed Commercial Responses.

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;
- Respond to the technical questions, or as may be directed in this NBRFP;

- 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 4.3.11 Clarification of Proposals.

4.3.4 Proposal Receipt by OECM

Every Proposal submitted will be date/time stamped by the OTP.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is submitted and received before the Closing Date, all submissions are deemed received according to the system time stamp provided by OTP.

4.3.5 Withdrawal of Proposal

A Proponent may withdraw its Proposal only by providing written notice to the NBRFP Coordinator before the Closing Date. A Proposal may not be withdrawn after the Closing Date. OECM has no obligation to return withdrawn Proposals.

4.3.6 Amendment of Proposal

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

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

OECM has no obligation to return amended Proposals.

4.3.7 Completeness of Proposal

By submitting a Proposal, the Proponent confirms that all of the components required to use and or manage the 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 will become the property of OECM and will not be returned to the Proponents.

4.3.9 Amendments to NBRFP

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

4.3.10 Proposals will not be Opened Publicly

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

4.3.11 Clarification of Proposals

OECM has 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.

4.3.12 Verification of Information

OECM has the right, in its sole discretion, to:

- Verify any Proponent's statement or claim made in its Proposal or made subsequently in a clarification, interview, site visit, oral presentation, demonstration, or discussion by whatever means OECM may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Proponent statement or claim, if such statement or claim or its Proposal is patently unwarranted or is questionable, which may result in changes to the scores for the Proponent's technical responses; and,
- Access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and OECM shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. OECM and the Proponent shall each bear its own costs in a connection with access to OECM's premises.

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

4.3.13 Proposal Acceptance

The lowest price Proposal or any Proposal may 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.

4.3.14 NBRFP Incorporated into Proposal

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

4.3.15 Exclusivity of Contract

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

4.3.16 Substantial Compliance

OECM may reject Proposals, which are not substantially compliant with this NBRFP.

4.3.17 No Publicity or Promotion

No Proponent, including the Preferred Proponent, should make any public announcement or distribute any literature regarding this NBRFP or otherwise promote itself in connection with this NBRFP or any arrangement entered into under this NBRFP 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 NBRFP, OECM will be entitled to take all reasonable steps as may be deemed necessary by OECM, including disclosing any information about a Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

4.4 Negotiations, Notification and Debriefing

4.4.1 Terms and Conditions

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

4.4.2 Failure to Enter Into Agreement

Proponents should note that if the Selected Proponent and OECM cannot execute the Agreement within the allotted thirty (30) days, OECM will be at liberty to request the Preferred Proponent to submit its Best and Final Offer as describe in Section 3.8 or to terminate discussions and negotiations with the Selected Proponent and invite the next-highest ranked Proponent to enter into discussions and negotiations to reach agreement for the Services.

In accordance with the process rules in this Part 4 – Terms and Conditions of this NBRFP, there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement. With a view to expediting contract formalization, at the midway point of the above-noted timeframe, OECM may elect to initiate concurrent negotiations with the next-best-ranked Proponent. Once the above-noted timeframe lapses, OECM may discontinue further negotiations with that particular Proponent. This process shall continue until a contract is formalized, until there are no more Proponents remaining that are eligible for negotiations or until OECM elects to cancel the NBRFP process.

4.4.3 Notification to Other Proponents

Other Proponents that may become eligible for Agreement negotiations (i.e. failure to enter into an Agreement with the Preferred Proponent) will be so notified at the commencement of the negotiation process. Once an Agreement is executed between OECM and a Preferred Proponent, the other Proponents may be notified directly in writing and shall be notified by public posting in the same manner that the NBRFP was originally posted of the outcome of the procurement process and the award of the contract.

4.4.4 Agreement

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

- Any such Agreement will commence upon signature by the duly authorized representatives of OECM and the successful Proponent; and
- May include, but not be limited to, the general Agreement terms contained Section 5.3.

4.4.5 Debriefing

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

4.4.6 Bid Dispute Resolution

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

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

A protest in writing should include the following:

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

- A specific description of each act alleged to have breached the procurement process;
- A precise statement of the relevant facts;
- An identification of the issues to be resolved;
- The Proponent's arguments and supporting documentation; and
- The Proponent's requested remedy.

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

4.5 Prohibited Communications, Confidential Information and FIPPA

4.5.1 Confidential Information of OECM

All correspondence, documentation, and information of any kind provided to any Proponent in connection with or arising out of this NBRFP 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 NBRFP 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 NBRFP, 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 NBRFP 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 NBRFP 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 NBRFP 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 NBRFP, Proponents agree to the use of such information for the evaluation process, for any audit of this procurement process, and for contract management purposes.

4.5.7 Competition Act

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

4.5.8 Trade Agreements

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

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

4.5.9 Intellectual Property

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

4.6 Disqualification for Misrepresentation

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

4.7 References and Past Performance

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

4.8 Cancellation

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

4.9 Reserved Rights and Governing Law of OECM

4.9.1 General

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

- (a) Make public the names of any or all Proponents;
- (b) Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information, if accepted, into the Proposal, at OECM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- (c) Waive formalities and accept Proposals that substantially comply with the requirements of this NBRFP, in OECM's sole and absolute discretion;
- (d) Verify with any Proponent or with a third party any information set out in a Proposal;
- (e) Check references other than those provided by Proponents;
- (f) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with OECM impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this NBRFP;
- (g) Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached a contract with OECM, or has otherwise failed to perform such contract to the reasonable satisfaction of OECM (i.e. has not submitted required reporting and or cost recovery fees to OECM), the Proponent has been charged or convicted of an offence in respect of a contract with OECM, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM;
- (h) Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this NBRFP, 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 NBRFP provided that those changes are issued by way of addenda in the manner set out in this NBRFP;
- (j) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (k) Reject a Subcontractor proposed by a Proponent within a consortium;
- (l) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;
- (m) Cancel this NBRFP process at any stage and issue a new NBRFP for the same or similar requirements, including where:
 - o OECM determines it would be in the best interest of OECM not to award an Agreement,
 - o the Proposal prices exceed the bid prices received by OECM for Services acquired of a similar nature and previously done work,
 - o the Proposal prices exceed the costs OECM or its Clients would incur by doing the work, or most of the work, with its own resources,
 - o the Proposal prices exceed the funds available for the Services, or
 - o the funding for the acquisition of the proposed Services has been revoked, modified, or has not been approved,

and where OECCM cancels this NBRFP, OECCM may do so without providing reasons, and OECCM 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 NBRFP 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 commercial response; or
- (q) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECCM or is otherwise engaged in a dispute with OECCM.

and these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and OECCM 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 OECCM exercising any of its express or implied rights under this NBRFP.

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

4.9.2 Rights of OECCM – 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, OECCM 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, OECCM 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 NBRFP, including but not limited to, cancelling the NBRFP and issuing a new NBRFP for the same or similar Services.

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

4.9.3 No Liability

The Proponent agrees that:

- Any action or proceeding relating to this NBRFP 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 NBRFP 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 NBRFP.

The Proponent further agrees that if OECCM commits a material breach of OECCM's obligations pursuant to this NBRFP, OECCM's liability to the Proponent, and the aggregate amount of damages recoverable against OECCM 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 OECCM, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from OECCM can demonstrate. In no event shall OECCM be liable to the Proponent for any breach of OECCM's obligations pursuant to this NBRFP, which does not constitute a material breach thereof. The Proponent acknowledges and agrees that the provisions of the *Broader Public Sector Accountability Act, 2010* shall apply notwithstanding anything contained herein.

4.9.4 Assignment

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

4.9.5 Entire NBRFP

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

4.9.6 Priority of Documents

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

4.9.7 Governing Law

The terms and conditions in this Part 4:

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

(b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and

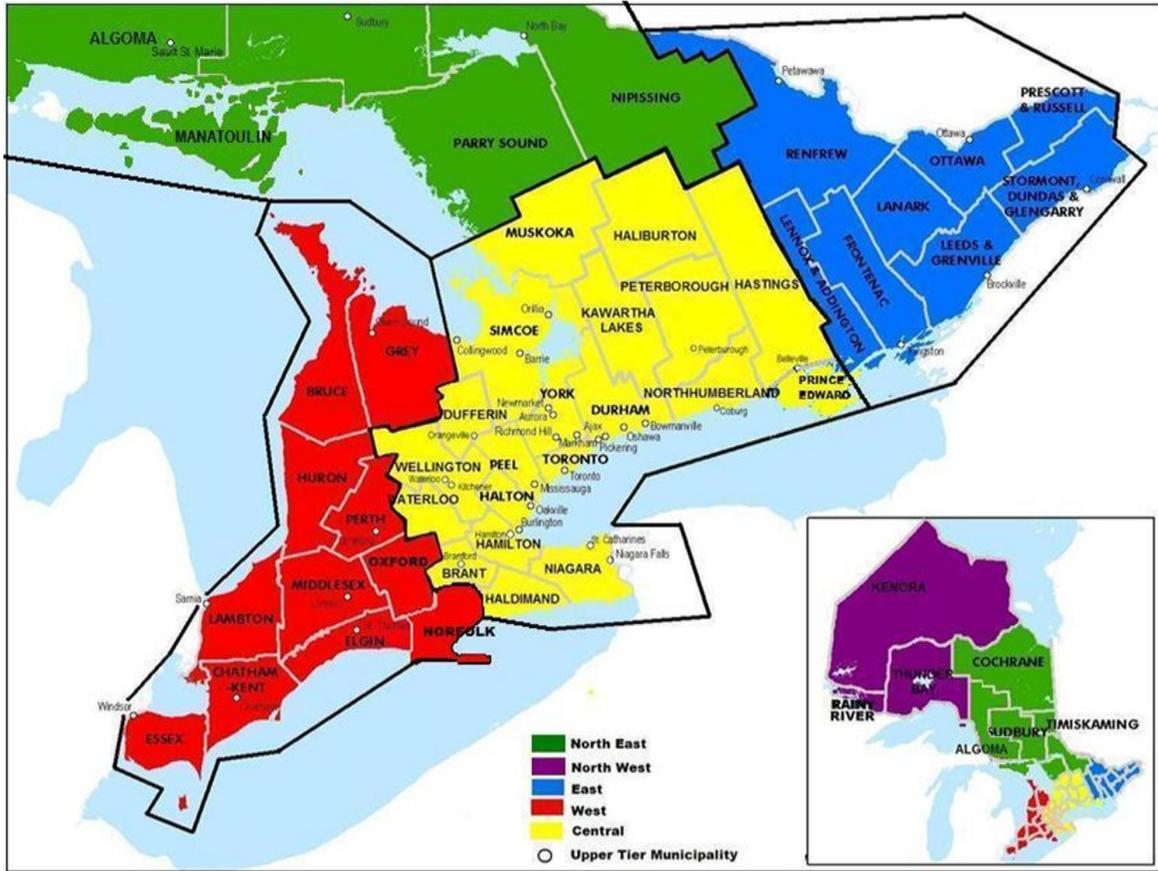
(c) are to be governed by and construed in accordance with the laws of the province or territory within which the University is located and the federal laws of Canada applicable therein

[End of Part 4]

PART 5 – ATTACHEMENTS

5.1 OECM Geographical Zones

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



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		

5.2 OECM's Education Clients

School Boards, Colleges, and Universities are set out below in each applicable Zone.

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

5.3 Form of Agreement

The Form of Agreement is attached in a separate Adobe (.pdf) file.