



Savings | Choice | Service

SCHOOL BUS RIDER SAFETY TRAINING SERVICES

REQUEST FOR PROPOSALS NUMBER: #2017-279

(Final with Amendment)

Request for Proposals Issued On: February 28, 2017

Proponent's Information Session: 2:00 pm on March 3, 2017

Proponent's Ontario's Tenders Portal Demonstration Session: 1:00 pm on March 6, 2017

Makeup Proponent's Information Session: 11:30 am on March 7, 2017

Proponent's Deadline for Questions: 5:00 pm on March 7, 2017

Proponent's Deadline for Questions Pertaining to Issued Documents: 5:00 pm on March 9, 2017

Closing Date: 2:00:00 pm on March 17, 2017 local time in Toronto, Ontario, Canada

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

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

TABLE OF CONTENTS

PART 1 – INTRODUCTION	5
1.1 Invitation to Proponents	5
1.2 Objective of the RFP	5
1.3 Type of Agreement for Deliverables	5
1.3.1 No Contract A and No Claims	5
1.3.2 No Contract until Execution of Written Agreement	6
1.3.3 Non-Binding Rates Estimates	6
1.3.4 Client's Usage of Agreements	6
1.4 No Guarantee of Volume of Work or Exclusivity of Agreement	6
1.5 Overview of OECM	6
1.6 Ontario Broader Public Sector Procurement Directive	7
1.7 Client Participation in OECM Marketplace Agreements	7
1.8 Client-Supplier Agreements	7
1.9 Proponent Consortium Information	8
1.10 Rules of Interpretation	8
1.11 Definitions	9
PART 2 - THE DELIVERABLES.....	12
2.1 Description of Deliverables	12
2.2 Supplier Qualifications	12
2.3 Training Services Content	12
2.4 School Bus Rider Safety Training Videos	12
2.5 Development and Delivery of School Bus Rider Safety Training Modules	14
2.6 OTHER Services	18
2.7 Customer Support to Clients	18
2.8 Invoicing	19
2.9 Agreement Management Support to OECM	19
2.9.2 Supplier Service Performance Management Scorecard	19
2.10 Documentation	20
2.11 Disaster Recovery and Business Continuity	20
2.12 Licences, Right to Use and Approvals	20
2.13 <i>Accessibility for Ontarians with Disabilities Act</i>	21
2.14 Pricing Methodology	21
2.14.1 Optional Rates Refresh	21
2.15 Saving Calculation	21
2.16 OECM Cost Recovery Fee	21
PART 3 – EVALUATION OF PROPOSALS	23
3.1 Stages of Proposal Evaluation	23
3.2 Stage I – Review of Qualification Response (Pass/Fail)	23
3.2.1 Form of Offer (Qualification Response Form)	23
3.2.2 Consortium Information Form (If Applicable)	24
3.2.3 Appendix C – Commercial Response	24
3.2.4 Appendix H - Compliance with Agreement	24
3.3 Stage II – Technical Response (70 Points)	24
3.4 Stage III – Optional Presentation	25
3.4.1 Content	26
3.4.2 Attendance	26
3.5 Stage IV – Commercial Response (30 Points)	26
3.6 Stage V – Cumulative Score	27
3.7 Stage VI - Tie Break Process	27
3.8 Stage VII – Negotiations	27
3.9 Agreement Finalization	28
3.9.1 Notification to Other Proponents	28
3.10 Agreement Launch and Marketing	28
PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS	29
4.1 General Information and Instructions	29
4.1.1 RFP Timetable	29
4.1.2 Proponent's Information Session	29
4.1.3 OTP Demonstration Session	30
4.1.4 Proponents to Follow Instructions	30

4.1.5	Proposals in English.....	30
4.1.6	OECM's Information in RFP Only an Estimate.....	30
4.1.7	Proponent's Costs.....	30
4.2	Communication after RFP Issuance.....	30
4.2.1	Communication with Buyer Organization	30
4.2.2	Proponents to Review RFP.....	31
4.2.3	Proponent to Notify	31
4.2.4	All New Information to Proponents by way of Addenda	31
4.3	Proposal Submission Requirements	32
4.3.1	General	32
4.3.2	Proposal Submission Requirements	32
4.3.3	Other Proposal Considerations	32
4.3.4	Proposal Receipt by OECEM	33
4.3.5	Withdrawal of Proposal	33
4.3.6	Amendment of Proposal.....	33
4.3.7	Completeness of Proposal	33
4.3.8	Proposals Retained by OECEM	33
4.3.9	Acceptance of RFP	33
4.3.10	Amendments to RFP.....	33
4.3.11	Proposals will not be Opened Publicly	33
4.3.12	Clarification of Proposals	33
4.3.13	Verification of Information	34
4.3.14	Proposal Acceptance	34
4.3.15	RFP Incorporated into Proposal.....	34
4.3.16	Exclusivity of Contract.....	34
4.3.17	Substantial Compliance	34
4.3.18	No Publicity or Promotion.....	34
4.4	Negotiations, Notification and Debriefing	34
4.4.1	Terms and Conditions	34
4.4.2	Failure to Enter Into Agreement	35
4.4.3	Notification to Other Proponents	35
4.4.4	Agreement	35
4.4.5	Debriefing.....	35
4.4.6	Bid Dispute Resolution.....	35
4.5	Prohibited Communications, Confidential Information and FIPPA	36
4.5.1	Confidential Information of OECEM.....	36
4.5.2	Confidential Information of the Proponent.....	36
4.5.3	Proponent's Submission	36
4.5.4	Personal Information	36
4.5.5	Non-Disclosure Agreement	36
4.5.6	Freedom of Information and Protection of Privacy Act.....	36
4.5.7	Competition Act.....	37
4.5.8	Trade Agreements	37
4.5.9	Intellectual Property	37
4.6	Disqualification for Misrepresentation	37
4.7	References and Past Performance	37
4.8	Cancellation	37
4.9	Reserved Rights and Governing Law of OECEM.....	37
4.9.1	General	37
4.9.2	Rights of OECEM – Preferred Proponent.....	39
4.9.3	No Liability	39
4.9.4	Assignment	39
4.9.5	Entire RFP	39
4.9.6	Priority of Documents.....	39
4.9.7	Governing Law.....	39
	APPENDIX A – FORM OF AGREEMENT	41
	APPENDIX B – FORM OF OFFER.....	42
	APPENDIX C – COMMERCIAL RESPONSE	43
	APPENDIX D – REFERENCE FORM	44
	APPENDIX E – TECHNICAL RESPONSE	45
	APPENDIX F – CONSORTIUM INFORMATION	46

APPENDIX G – SCHOOL BOARD REGION, LANGUGAE DISTRIBUTION AND NUMBER OF ELEMENTARY SCHOOLS.....	47
APPENDIX H – COMPLIANCE WITH AGREEMENT	50
APPENDIX I - SUPPLIER SERVICE PERFORMANCE MANAGEMENT SCORECARD	55

PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This non-binding Request for Proposals (“RFP”) is an invitation to obtain Proposals from leading edge and innovative Proponents for the provision of standardized School Bus Rider Safety Training Services (“Services”).

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

This RFP is issued by OECM.

1.2 Objective of the RFP

The Auditor General of Ontario's 2015 Annual Report included a value-for-money audit of student transportation. One of the report's recommendations was for the Ministry of Education and school boards to develop training modules on school bus safety that would be delivered consistently to all students across the province. The ministry has requested OECM to work with the ministry and the OASBO Transportation Committee to procure a vendor for the provision of school bus safety training. The purpose of this procurement is to make a standard First Time Rider video and school bus safety training available to all school boards at school sites located throughout Ontario.

1.3 Type of Agreement for Deliverables

It is OECM's goal to meet Client's business needs by offering flexibility as represented through our marketplace of products and services. Through OECM's constant dedication to the pillars of savings, choice, and service, OECM may through this RFP enter into a Supplier Master Agreement (“Agreement”) with one (1) qualified Supplier for provision of the Deliverables.

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

The Term of the Agreement is intended to be for approximately five (5) years, with an option in favour of OECM to extend the Term of the Agreement on the same terms and conditions for two (2) additional terms of up to two (2) years each. Contract management performance (i.e. Client retention, satisfaction, key performance indicators, quality, service provision and response time, reporting and any commitments made in the Supplier's Proposal) will be considered when contemplating an Agreement extension.

OECM intends that the Agreement will be signed in April 2017.

Clients participating in the Agreement will execute a Client Supplier Agreement (“CSA”) with the Supplier as attached in Appendix A – Form of Agreement. Prior to executing a CSA, the Client may negotiate their unique requirements and further negotiate with the Supplier and mutually agree to additional terms and conditions (e.g. reporting, 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.

1.3.1 No Contract A and No Claims

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

- This RFP shall not give rise to any contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and,
- Neither the Proponent nor OECM shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of an Agreement, failure to award an Agreement or failure to honour a response to this RFP.

1.3.2 No Contract until Execution of Written Agreement

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

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

1.3.3 Non-Binding Rates Estimates

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

1.3.4 Client's Usage of Agreements

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

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

Part Two (or the selection process) is managed by the Client or by OECM on the Client's behalf and is focused on the Client's specific needs. Depending on the Client's internal policies, and potential dollar value of the Service, a Client may select a Supplier, or issue a Request for Services to the Supplier for their specific Service requirements. 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 CSA.

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 appropriate Services to fulfill the Client's requirements and any other applicable information. The Client may negotiate Services with the Supplier to meet their unique requirements. The Supplier's response should set out the following at a minimum:

- Services proposed;
- Expected timelines; and,
- Final, net Rates.

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.

1.4 No Guarantee of Volume of Work or Exclusivity of Agreement

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

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

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

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

1.5 Overview of OECM

OECM is a trusted not-for-profit group procurement sourcing partner for Ontario's education sector, broader public sector, and other not-for-profit organizations. We contract with innovative, reputable suppliers to offer a comprehensive choice of quality products and services, to generate significant savings for our customers.

1.6 Ontario Broader Public Sector Procurement Directive

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

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

The purpose of the directive is:

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

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.

1.7 Client Participation in OECM Marketplace Agreements

OECM currently has four hundred and thirty-five (435) Clients using one (1) or more OECM agreements:

- One-hundred and fifteen (115) School Boards, Colleges and Universities; and,
- Three-hundred and twenty (320) other public organizations.

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

Year over Year	Spend Growth %
2011 over 2010	158%
2012 over 2011	60%
2013 over 2012	50%
2014 over 2013	41%
2015 over 2014	17%
2016 over 2015	34%

The above information is as of January 2017. For more information about OECM, please visit <http://www.oecm.ca/>.

1.8 Client-Supplier Agreements

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

The Supplier will actively promote the Agreement to Clients by:

- Conducting sales and marketing activities in respect to school bus rider safety training directly to Clients;
- Marketing Client benefits;
- Responding to Request for Services;
- 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.

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

- Using online communication tools to inform and educate;
- Using campaigns to highlight Service offering;
- Holding information sessions and/or webinars, as required;
- Attending, where appropriate, Client events;
- Attending, along with the Supplier, trade shows;
- Facilitating Request for Services requests, as required;
- Facilitating CSA execution, where appropriate;
- Recognizing and presenting the procurement savings (i.e. one (1) RFP, not many);
- Providing effective business relationship management;
- Managing and monitoring Supplier performance;
- Facilitating issue resolution; and,
- Marketing improvement opportunities.

1.9 Proponent Consortium Information

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

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

1.10 Rules of Interpretation

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

- Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender;
- Words in the RFP shall bear their natural meaning;
- References containing terms such as "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation";

- In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words;
- Unless otherwise indicated, time periods will be strictly applied; and,
- The following terminology applies in the RFP:
 - Whenever the terms “must” or “shall” are used in relation to OECM or the Proponent, such terms shall be construed and interpreted as synonymous and shall be construed to read “OECM shall” or the “Proponent shall”, as the case may be;
 - The term “should” relates to a requirement that OECM would like the Proponent to address in its Proposal; and,
 - The term “will” describes a procedure that is intended to be followed.

1.11 Definitions

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

“Applicable Law” means any common law requirement (including Bill 7 of the *Ontario Labour Relations Act*) 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 is invited to submit a best and final offer on a process or section of the RFP to improve on their original Proposal submission. BAFO cannot be requested by a Proponent;

“Bidding System” means the electronic tendering platform **Ontario Tenders Portal (“OTP”)** <https://ontariotenders.bravosolution.com> through which a Proponent’s Proposal must be received by the Closing Date;

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

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

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

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

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

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

“CSBSA” means Catholic School Boards Services Association;

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

“Conflict of Interest” means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent’s other commitments, relationships or financial interests (i)

could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement;

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

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

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

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

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

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

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

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

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

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

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

“Province” means the Province of Ontario;

“Rate” means the maximum price for the Deliverables as set out in the Proponent's submitted Appendix C – Commercial Response;

“Request for Proposals” or “RFP” means (a) this non-binding Request for Proposals #2016-271 issued by OECM, including all appendices and addenda thereto; and, (b) OECM and Selected Proponent will negotiate whereby parties exchange offers and counteroffers until a point where they reach either (i) an agreement in respect of the object of the negotiations; (ii) the Selected Proponent submits its BAFO; or (iii) the parties conclude that they will not reach an agreement and discontinue negotiations;

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

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

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

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

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

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

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

[End of Part 1]

PART 2 - THE DELIVERABLES

2.1 Description of Deliverables

The Supplier shall provide Clients with effective and age appropriate standardized school bus rider safety training services ("Services") to all elementary students (Junior Kindergarten (JK) - Grade 8). The Supplier will be required to work collaboratively with OECM and their Clients to support school bus safety training goals.

OECM seeks two (2) types of Services through this RFP:

1. School Bus Rider Safety Training Videos ("Videos"); and,
2. Development and Delivery of School Bus Rider Safety Training Modules.

The Supplier is expected to meet qualifications detailed in Section 2.2. Minimum content to be included in these Services is defined in Section 2.3. Sections 2.4 and 2.5 describe the Videos and School Bus Rider Safety Training Modules in greater detail.

2.2 Supplier Qualifications

The Supplier must have demonstrated knowledge and experience in the following:

- Delivery of training to elementary students (JK – Grade 8) in an educational setting;
- Oversight, development of technical and creative content for training services including but not limited to Multimedia Components described in Section 2.5.4.
- Video production;
- Logistics and coordination with competing demands and limited resources;
- Customer service; and,
- Ability to provide Services in both English and French.

2.3 Training Services Content

Service objectives are to provide standardized bus safety training to all elementary students in Ontario, regardless of location. The safety messages included in the Services shall not be limited to the following school bus safety "dos and don'ts":

- Walking to the School Bus Stop
- Waiting for the School Bus
- Getting On and Off the Bus
- Crossing the Street in Front of the Bus, danger zone must be addressed
- Safety and Behaviour on the Bus
- What to do in an Emergency

The content of the Services shall be aligned with relevant legislation and regulations, be engaging, effective and age appropriate. The content should reflect the diversity in the Ontario school systems. If distance or other measurements are being mentioned, use the metric system of measurement. Language usage must be standardized across all Services.

2.4 School Bus Rider Safety Training Videos

The deliverables for this RFP include the following three (3) Videos in English and French:

1. One (1) First-Time Rider Safety Training Video (First Rider Video);
2. Two (2) General School Bus Rider Safety Training Videos, that include:
 - a. One (1) for Primary Students (Primary Video); and,
 - b. One (1) for Junior/Intermediate Students (Junior/Intermediate Video).

Each Video will require the following deliverables and be available by the Date Available specified in the Table below, Deliverables for the Development of Videos.

Table 1: Deliverables for the Development of Videos

Stage	Deliverable	Date Available
1	Storyboard, Creative Brief, and Draft Script for all three (3) Videos to be available to OECM. OECM to review and approve concepts within one (1) week. (English only is required at this stage)	May 5, 2017
2	Draft versions of all three (3) Videos incorporating all feedback provided to Supplier by OECM in Stage 1 to be made available to OECM. English transcripts must be submitted to OECM with the Videos. Draft French transcript should be provided at this time (French video not required). OECM to review and approve Draft Videos and French Transcript within one (1) week.	July 11, 2017
3	Draft versions of all three (3) Videos in French and with AODA requirements, incorporating all feedback identified in Stages one (1) and two (2) to be made available to OECM. All transcripts must be submitted with the Videos (English, French, closed captioning, and described video at a minimum). OECM to review and approve Draft Videos and all transcripts within one (1) week.	August 8, 2017
4	Final three (3) Videos to be delivered to OECM. Videos must incorporate all Language and AODA requirements identified in 2.4.3. All transcripts (including French, English, Described Video and Closed Captioning) must be submitted to OECM with the Videos.	August 22, 2017

2.4.1 Purpose and Audience of Videos

The purpose of each of the three (3) Videos identified in section 2.4 is to ensure standardized school bus rider safety is delivered consistently to all elementary students across the province. Videos may be used by parents, teachers or school bus operators. The purpose and audience for each of the Videos is identified below:

1. First-Time Rider Video: To educate first time riders in Junior Kindergarten (JK) / Senior Kindergarten (SK) and their parents/guardians on school bus rider safety;
2. General School Bus Safety Training Videos: To act as standalone training in lieu of or as a supplement to the on-site school bus rider safety training modules to ensure that 100% of students have access to standardized training. There will be two (2) General School Bus Safety Training Videos for the following audiences:
 - a. Primary Video: To educate students from JK to Grade 3 on school bus rider safety; and,
 - b. Junior/Intermediate Video: To educate students from Grade 4 to Grade 8 on school bus rider safety.

2.4.2 Video Requirements

The minimum safety messages to be included in all three (3) Videos are described in Section 2.3. The method that the Supplier delivers these safety messages is expected to reach the intended audience as described in 2.4.1 and be interactive. The Supplier must be able to incorporate interactivity into the Videos in a creative way, e.g. Video will pause (either in the Video itself or whoever is playing the Video presses "pause") after a question is asked to allow viewers to answer, and then the correct answer will appear on screen.

The Supplier shall be responsible for all work required for the Videos, including concept creation, scripting, production, filming (if applicable), editing, sound (including voiceover for video, music(if applicable)), and providing supplies, services and equipment.

All three (3) Videos are not to be copyrighted, to enable free distribution. The Supplier is responsible for obtaining licenses to ensure that any component included in the Videos is able to be distributed freely.

2.4.3 Language and AODA Requirements

The Video must be available in both French and English and meet AODA requirements (Section 2.13).

These include Closed Captioning, and Descriptive Video options in both languages.

2.4.4 Length Requirements

The Video(s) will not exceed the following lengths.

- First Time Rider Video: maximum of ten (10) minutes in length; and,
- General School Bus Rider Safety Training Videos: maximum of fifteen (15) minutes in length.

2.4.5 Video Format

The format for the Videos will be in HD (resolution), mpeg4, and DVD. All three (3) Videos must be in a format that can be easily downloaded from a website such as YouTube (however, any uploading or hosting is out of scope for this RFP).

2.4.6 Updating the Video

Any updates to the Video(s) will be at the request of OECM only. Any updated Video(s) will be priced separately.

2.5 Development and Delivery of School Bus Rider Safety Training Modules

The Supplier is expected to develop and deliver two (2) General School Bus Rider Safety Training Modules (Training Modules) that include:

- One (1) General School Bus Rider Safety Training Module for Primary Students (JK – Grade 3) (Primary Training Module); and,
- One (1) General School Bus Rider Safety Training Module for Junior/Intermediate Students (Grade 4 – Grade 8) (Junior/Intermediate Training Module)

Requirements for the training module, the training sessions, and the trainers are detailed in Sections 2.5.1, 2.5.2, and 2.5.3. The expected timeline of the training module development and delivery is detailed in Table 2, Deliverables for the Development and Delivery of Training Modules.

Table 2: Deliverables for the Development and Delivery of Training Modules

Stage	Deliverable	Date Available
1	<p>Training Module Concept Presentation</p> <p>The Supplier is to develop and deliver two (2) Training Module Concept Presentations, in English only, to be reviewed and approved by OECM.</p> <p>These Training Module Concept Presentations are to include:</p> <ol style="list-style-type: none">1. One (1) Primary Training Module Concept Presentation; and,2. One (1) Junior/Intermediate Training Module Concept Presentation. <p>The Training Module Concept Presentations are to be presented to OECM in person, at a location OECM is to provide at a later date, in February 2018.</p> <p>The Training Module Concept Presentations are expected to include:</p> <ul style="list-style-type: none">• Presentation of content brief and/or storyboard in English only;• Fully developed scripts in English and French; and,• Formal feedback gathering and reporting to OECM.	September 2017-February 2018
2	<p>Pilot Training Sessions</p> <p>The Supplier will incorporate OECM's feedback into the Training Modules (Pilot Training Modules). The on-site delivery of the Pilot Training Modules (Pilot</p>	March 2018-April 2018

	<p>Training Sessions) is expected to be performed in the same manner as the final training session deliverables (including, but not limited to, the use of trainers, and multimedia components). The Supplier is expected to gather feedback at each Pilot Training Session and report this feedback back to OECM prior to the next Step, Final Training Modules.</p> <p>The Supplier will perform Pilot Training Sessions in English only at a maximum of three (3) locations. OECM will provide further location details (including address information) on award. The Supplier will perform a maximum of six (6) total Pilot Training Sessions, two (2) at each location, broken out as follows:</p> <ol style="list-style-type: none"> 1. Three (3) Primary Training Pilot Sessions in English; and, 2. Three (3) Junior/Intermediate Training Pilot Sessions in English. <p>Supplier is to incorporate OECM feedback into the Training Modules for the Final Training Modules (Stage 3) and Final Training Sessions (Stage 4).</p>	
3	<p>Final Training Modules</p> <p>The Supplier will incorporate OECM feedback into the Final Training Sessions. The resulting Final Training Modules will be in French and English and will include:</p> <ol style="list-style-type: none"> 1. One (1) General School Bus Rider Safety Training Module for Primary Students (JK- Grade 3) (Final Primary Training Module); and, 2. One (1) General School Bus Rider Safety Training Module for Junior/Intermediate Students (Grade 4 – Grade 8) (Final Junior/Intermediate Training Module). <p>Final Training Modules, and all their related components (including, but not limited to, script and other components) will be reviewed and approved by OECM.</p>	May 2018
4	<p>Final Training Sessions</p> <p>On-site delivery of the Final Training Modules:</p> <ol style="list-style-type: none"> 1. General School Bus Rider Safety Training Module for Primary Students (JK- Grade 3) (Final Primary Training Module); and, 2. General School Bus Rider Safety Training Module for Junior/Intermediate Students (Grade 4 – Grade 8) (Final Junior/Intermediate Training Module). 	<p>Year #1:</p> <p>2018-19 School Year</p> <p>Year #2:</p> <p>2019-20 School Year</p>
5	<p>Training Session Scheduling Tool</p> <p>As described in Section 2.5.8 Training Session Scheduling Tool Requirements.</p>	Late April – early May 2018
6	<p>School Bus Rider Safety Training Module Refresh and Update</p> <p>As described in Section 2.5.10 School Bus Rider Safety Training Module Refresh and Update.</p>	By June 2020

2.5.1 Training Module Requirements

The Supplier is expected to develop Training Modules that include the following:

- Safety messaging and content as described in Section 2.3;
- Standardized language and approach used in the Videos described in Section 2.4.3;
- Age appropriate learning experience;
- Interactive Modules that engages the audience through active participation;

- French and English versions; and,
- Training Modules should be approximately the following lengths when presented:
 - For the Primary Training Session, 30 minutes; and,
 - For the Junior/Intermediate Training Session, 45 minutes.

The Supplier is expected to incorporate feedback from OECM through the development and pilot stages of the Training Modules, please see Section 2.5 for more details.

2.5.2 Training Session Requirements

The Supplier will perform on-site delivery of the Final Training Modules using trainers (Final Training Sessions). A minimum of two (2) trainers are required per training session, supported by multimedia components and any other learning tools. Trainer requirements are more fully described in Section 2.5.3 and multimedia components are more fully described in Section 2.5.4.

The Supplier will offer Training Sessions to Client in either French or English based on Client request to be determined at the time of scheduling.

It is expected that the maximum number of students attending one Training Session will be approximately two hundred and fifty (250) students. The Client will determine the final attendance of each Training Session.

The Supplier will be responsible for the set up and delivery of any multimedia components or learning tools included in the Training Modules for each Training Sessions. If the Supplier chooses to include handouts or other takeaway products as part of the Training Modules, these must be approved by OECM prior to their distribution.

The Supplier will gather feedback from teachers or Client approved individuals at each Training Session using the OECM approved Training Session Feedback Form described more fully in Section 2.5.5.

The Supplier is expected to incorporate feedback from OECM throughout the module development and pilot stages into the Final Training Sessions.

2.5.3 Trainer Requirements

A minimum of two (2) trainers are required to deliver each Training Session. The Supplier is expected to ensure that the Trainers shall:

- Be trained on presenting to elementary aged children;
- Have knowledge of an experience with all equipment and technology that are part of the Training Modules;
- Maintain an ongoing standard in the delivery of the General School Bus Rider Safety Training Modules;
- Have their Vulnerable Sector Screening (VSS) Certificate for any Training Session performed. Suppliers will produce these upon request; and,
- Fluent French-speaking trainers are required for French language Training Sessions.

2.5.4 Multimedia Components

Multimedia Components can include, but are not limited to, Audio Visual aids, graphics, videos, songs and music.

All Multimedia Components must be kept in working order and available for every Training Session by the Supplier, if applicable. Backups of some Multimedia Components may be necessary.

The Supplier will be responsible for all Multimedia Components and related technological requirements.

2.5.5 Training Session Feedback Form

The Supplier will develop a simple Training Session Feedback Form to gather Client feedback at each Training Session. The Training Session Feedback Form will be reviewed and approved by OECM before the first Final Training Sessions begin.

The Supplier will gather feedback using the Training Session Feedback Form at each Training Session, and will provide all resulting feedback in a monthly summary report to OECM.

2.5.6 Client Responsibilities

The Client shall be responsible for the following:

- Access to facilities where Training Sessions will occur (usually a gymnasium) during the time the school is open;
- Ensure the facilities are clear and able to accommodate the Training Sessions; and,
- Make students available for scheduled Training Sessions.

2.5.7 Client Participation

Client participation is entirely voluntary; however, the expectation will be that the Supplier will have the capacity to schedule and deliver the estimated number of Training Sessions as detailed in the table below. There are approximately 3,500 elementary schools across 72 school boards in the Province of Ontario (60 English-language and 12 French-language District School Boards). It is estimated that half of the elementary schools in each school board will receive Training Sessions annually.

The estimated annual number of Training Sessions is as follows:

Region	Number of Primary Training Sessions	Number of Junior/Intermediate Training Sessions	Total Number of Sessions
GTA	964	1,051	2,015
Central	470	488	958
East	302	331	633
South West	265	268	533
North East	127	141	268
North West	54	59	113
Total	2,181	2,338	4,519

A detailed description of school board region, language distribution, and number of elementary schools can be found in Appendix G.

2.5.8 Training Session Scheduling Tool Requirements

The Supplier will propose a Training Session Scheduling Tool and all timelines associated with scheduling Training Sessions with their respective RFP response. The Supplier will schedule all Training Sessions in advance with the Client. It is expected that Clients will prefer to have Training Sessions scheduled between September – December in the respective school year.

The Supplier will determine the best method for scheduling Training Sessions, which will include a variety of mediums.

Training Sessions can be scheduled and provided to students of the same age group in one location from different schools, as agreed to by Client.

Scheduling must be made available in both French and English, and meet applicable AODA requirements.

2.5.9 Cancellation Policy

The Supplier must make reasonable attempts to reschedule any cancelled Training Sessions with the Client. All rescheduled Training Sessions must be mutually acceptable by both Client and Supplier.

The Supplier may propose reasonable monetary cancellation penalty (penalties), if needed. Any cancellation penalties proposed must be fair and reasonable to both Client and Supplier. OECM requires that the Supplier demonstrate any additional expenses incurred due to the cancellations, if monetary penalties are to be imposed.

The Supplier shall not impose penalties to Clients if Training Sessions are cancelled due to weather, an Act of God, or labour disruptions.

2.5.10 School Bus Rider Safety Training Module Refresh and Update

Both the Primary and Junior/Intermediate Training Modules will be updated once (one time) in the initial Contract period (Updated Modules). The expectation will be that the Updated Modules will be utilized in the 2020-2021 school year. All Updated Modules are expected to be in final form by June 2020. The purpose of the updates is to ensure the material remains relevant and engaging.

Additional updates may be required for the Training Modules through the extension periods of the Contract. Extension period updates will be reviewed by OECM at a later date.

The Supplier will give OECM the opportunity to review and approve all updates. The following Updated Module deliverables will be required, and will be reviewed and approved by OECM. The Supplier will propose a timeline for the Updated Module deliverables which will be reviewed and approved by OECM.

1. Final Training Modules; and,
2. Final Training Sessions.

2.6 OTHER Services

During the Term of the Agreement, if mutually agreed upon by OECM and the Supplier, other Services may be added to the Agreement to align with Client needs (e.g. school bus coordination with Training Module, additional school bus safety training modules, etc.). Agreements will be amended accordingly.

2.7 Customer Support to Clients

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

- Easy access to the Supplier (e.g. by online, chat, toll free telephone number, email, voicemail, and fax);
- Responding to Client's inquiries (e.g. scheduling conflicts, school closures) within one (1) Business Day;
- Attend meetings with Clients, as requested; and,
- Provide reports (via webinars) and or access to online reports.

2.6.1 Customer Satisfaction

Understanding that each Client is different, the Supplier will perform customer satisfaction surveys with the Client's staff on the frequency requested by the Client. The survey should be focused on, but not limited to the following:

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

The survey contents, needs and requirements will vary from one (1) Client to another. The Supplier shall work with the Client to develop, and distribute as mutually agreed upon by the Supplier and Client.

2.6.2 Client Reporting

The Supplier shall be responsible for providing various reports to Clients including, but not limited to:

- Biannual reports on the status of schools training schedule by school board, including dates of all training scheduled, dates of all completed training and all schools that refuse training.
- Key performance indicators ("KPIs") (which shall be agreed upon during Agreement finalization).

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

2.8 Invoicing

The Supplier shall submit monthly invoices to the Client after Services have been provided to the Client. Flexibility in invoicing processes is required. The invoices, in either paper or electronic format, as detail in the Client's CSA shall be itemized and contain, at minimum, the following information:

- Client name and address;
- Invoice date and number;
- Description of the Services;
- Extended total.

2.7.1 Payment Terms and Methods

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

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

The Supplier shall accept payment from Clients by cheque, P-Card or Electronic Funds Transfer ("EFT").

2.7.2 Electronic Fund Transfer

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

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

2.9 Agreement Management Support to OECM

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

- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- Promoting the Agreement within the Client community;
- Attending quarterly business review meetings with OECM to review CSAs, performance, Deliverables, issue management, opportunities for improvement, innovative ideas, 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 (including customer support);
- Conducting comparative analysis (e.g. saving analysis for Clients) and surveys regularly during the Term of the Agreement to ensure Supplier performance, and customer satisfaction; and,
- Timely submission of reports showing invoiced Services, the applicable Cost Recovery Fee ("CRF"), and other ad hoc reports required.

2.9.1 Agreement Promotion

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

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

2.9.2 Supplier Service Performance Management Scorecard

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

- Client satisfaction;
- The approval or rejection, in whole or in part, of Supplier Rate refresh requests;
- Service delivery objectives achieved; and,
- Continuous improvement.

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

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

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

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

2.9.3 Reporting to OECM

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

- Client's organization (School Board/Consortia) name;
- School name;
- School Address;
- Invoice number;
- Invoice date;
- Client's purchase order number, if applicable;
- Service description (i.e. Primary, Junior/Intermediate);
- Service date;
- Number of Students in each Training Session;
- Training Session Satisfaction Scores;
- Total cost (subtotal excluding taxes);
- Cost Recovery Fee, if applicable (i.e. subtotal and HST);
- Financial incentives provided to Clients (if applicable); and,
- Key performance indicators ("KPIs") (which shall be agreed upon during Agreement finalization).

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

2.10 Documentation

The Supplier shall maintain all necessary records related to the provision of the Services for seven (7) years after the expiration of the Term of the Agreement. Further information is detailed in Appendix A – Form of Agreement.

2.11 Disaster Recovery and Business Continuity

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

2.12 Licences, Right to Use and Approvals

The Supplier shall obtain all licences (i.e. copyright license), right to use and approvals required in connection with the supply of the Services. The costs of obtaining such licences, right to use and approvals shall be the responsibility of, and shall be paid for by, the Supplier.

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

2.13 Accessibility for Ontarians with Disabilities Act

OECM and its Clients are committed to the highest possible standards for accessibility. The Supplier must be capable to recommend and deliver, as appropriate for the Deliverables, 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

2.14 Pricing Methodology

The proposed Rates shall be firm maximum Rates for the Term of the Agreement. Supplier may, however, lower its Rates for specific Client Services without affecting the Rates in the Agreement.

2.14.1 Optional Rates Refresh

The Supplier may request, in writing, a Rate refresh at the end of the initial term and at each extension, if exercised by OECM, by providing three (3) month prior written notice. If a Rates refresh is not requested, the Rates will remain the same until the end of the Term.

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

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

Clients require a minimum of thirty (30) days prior notice of Rate changes. Therefore, the effective date of a Rate change will be determined accordingly and shall only be applicable to Services provided after OECM and the Supplier execute an Agreement Rates amendment.

If a proposed Rate increase is not accepted by OECM, the Agreement shall be terminated unless the Supplier agrees to withdraw its request for a Rate increase and continue the provision of the Services at lower agreed upon Rates. In the event of termination, at the sole discretion of OECM, the Agreement will be terminated one-hundred-and-twenty (120) days following Agreement expiry. In such event, the current rates shall apply until the date of termination.

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

Agreement will be amended accordingly.

2.15 Saving Calculation

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

2.16 OECM Cost Recovery Fee

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

The Supplier shall pay to OECM a CRF of one point nine five percent (1.95%) on the Final Training Sessions before tax (i.e. HST) throughout the Term of the Agreement.

- The CRF shall be paid quarterly (based on the calendar quarter).

HST is applicable to the CRF payments made to OECM.

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

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

[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 **seven (7)** stages:

Stages	Evaluation	Scoring Methodology Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	Pass/Fail	Pass
Stage II	Technical Response	70 Points	Appendix E
Stage III	Optional Presentation	No Point Allocation	Not Applicable
Stage IV	Commercial Response	30 Points	Not Applicable
Stage V	Cumulative Score	100 Points	Not Applicable
Stage VI	Tie Break	No Point Allocation	Not Applicable
Stage VII	Negotiations	No Point Allocation	Not Applicable

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

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

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

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

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

A Proposal's Qualification Response must include the following **four (4)** mandatory forms:

Appendix	Title of Appendix
Appendix B	Form of Offer
Appendix C	Commercial Response
Appendix F	Consortium Information Form, if applicable
Appendix H	Compliance with Agreement

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

If a Proponent fails to insert any information and/or makes an error on the Form of Offer, Consortium Information Form and Compliance with Agreement, 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 these appendices (if applicable), within such period will proceed to Stage II. Proponents failing to satisfy the identified deficiencies within such period will be disqualified and not evaluated further.

3.2.1 Form of Offer (Qualification Response Form)

Each Proposal must include a Form of Offer completed directly on the Bidding System by the Proponent.

(a) Conflict of Interest

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

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

(b) Insurance

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

(c) General

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

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

3.2.2 Consortium Information Form (If Applicable)

Each Proposal must complete a Consortium Information Form if applicable to the Proponent, directly in the Bidding System.

3.2.3 Appendix C – Commercial Response

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

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

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

3.2.4 Appendix H - Compliance with Agreement

The Agreement Compliance form attached as Appendix H must be completed and uploaded into the Bidding System along with the Proponent's Proposal.

3.3 Stage II – Technical Response (70 Points)

Stage II will consist of an evaluation and scoring of each Eligible Proposal, on the basis of the Proponent's responses to the Technical Response questions. Any Proposal that does **not** meet the required minimum thresholds for the applicable Technical Response question will **not** be evaluated further.

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

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

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

Responses for each rated requirement should:

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

The following is an overview of the point allocation and minimum score requirements, if any, for the applicable Technical Response questions for this RFP:

Technical Response Components	Available Points	Minimum Threshold, if any
1. Experience and Qualifications	20	13
2. Video Project Planning	15	NA
3. Development and Delivery of School Bus Rider Safety Training Modules Planning	20	NA
4. Training Session Scheduling Tool Planning	15	NA
TOTAL POINTS FOR TECHNICAL RESPONSE:	70	35

The resulting points achieved by a Proponent's Technical Responses will be used in the cumulative score calculation.

Point allocations and minimum thresholds are set out in Appendix E – Technical Response envelope on the Bidding System.

3.4 Stage III – Optional Presentation

The highest scoring Proposals may be invited to a presentation/demonstration. Other Proposals will **not** be evaluated further.

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

OECM will send a notice and further detail to the Proponent being invited to at least three (3) Business Days and not more than ten (10) Business Days in advance of the proposed date and time for the presentation/demonstration. If the Proponent is unable to conduct the presentation/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 presentation/demonstration. There may be a time restriction to the question and answer period.

The presentation/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 RFP, such as:

- Exhibiting its Services capabilities;
- Demonstrating its technological capabilities of both video production and audio-visual components;
- Implementation plan, including plan associated with Training Session scheduling;
- Scalability; and,
- Exhibit how its Service offering brings value, savings (if applicable) and innovation.

3.4.2 Attendance

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

3.5 Stage IV – Commercial Response (30 Points)

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

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

Pricing/Rate Components	Available Points
Total Price	30
TOTAL POINTS FOR COMMERCIAL RESPONSE:	30

Refer to Appendix C – Commercial Response for allocations.

All three (3) Videos shall be a onetime charge including all development, language and AODA requirements, exclusive of any updates which will be priced separately. The price of the three (3) Videos shall include the Supplier assigning ownership of any work product created exclusively for the three (3) Videos to OECM, including all revisions and renewals thereof and derivative works therefrom, throughout the world, including but not limited to all intellectual property rights in the Videos, including rights of copyright, the right to grant and/or license any part of all of these rights to third parties, and all rights to the title of the three (3) Videos.

Development and Delivery of School Bus Rider Safety Training Modules will be priced in three (3) sections, Section 2 – Section 4 in Appendix C.

In Section 2 (School Bus Rider Safety Training Modules – Development), rates will be provided for both the initial module development and the updated module development for both the Primary and Junior/Intermediate Training Modules. Both Primary and Junior/Intermediate Training modules rates are for both the Training Module Concept Presentation (by occurrence) and the Pilot Training Sessions (by occurrence). Section 2, Total Module Development Rate, will be calculated by adding one (1) Training Module Concept Presentation for each Module, and four (4) Pilot Training Sessions for each Module, for the Initial Stage (Completed by September 2018) and the Updated Module (Completed by September 2020).

In Section 3 (School Bus Rider Safety Training Scheduling Tool), the rate shall be a onetime charge for the scheduling tool.

In Section 4 (School Bus Rider Safety Training Sessions, Scheduling and Delivery), the rates shall be provided for each type of Training Session (Primary and Junior/Intermediate) on a per occurrence basis. The Supplier will provide rates for the 2018-2019 and 2019-2020 school years. The rate for the 2020-2021, 2021-2022 school years will be the same as the rate for the 2019-2020 school years. The Scheduling and Delivery Total rate will be calculated by multiplying the approximate number of occurrences per year to both school year rates (2018-2019 and the 2019-2020 school years), and adding the two (2) school years together. All per occurrence rates are inclusive of all expenses the Proponent may have, including, but not limited to, travel and accommodation.

Section 5 takes all of the total rates calculated for each of the previous four (4) sections and adds them together. This results in the Grand Total.

The Grand Total will be evaluated based on the comparison to other resulting Proponent's Grand Totals in Appendix C – Commercial Response. The relative formula for the purpose of allocating points is built into Appendix C.

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

EXAMPLE OF PRICING EVALUATION of Grand Total (for years 1, 2 and 3 of the Contract), exclusive of taxes.		
Proposed Rates	Calculation	Resulting Points
If Proponent 1 proposes the lowest Total Price of \$100.00, it would receive 100% of the points allocated.	$\$100 \div \$100 \times 30 \text{ Points}$	30
If Proponent 2 proposes the second lowest Total Price of \$200.00, it would receive 50% of the points allocated.	$\$100 \div \$200 \times 30 \text{ Points}$	15
If Proponent 3 proposes the third lowest Total Price of \$400.00, it would receive 25% of the points allocated.	$\$100 \div \$400 \times 30 \text{ Points}$	7.5

Where:

- \$0.00 or blank is entered in any Price and/or Price per Session cell, it is deemed to mean that the particular Service **will be provided to Clients at no cost**. Therefore, when evaluation and scoring the Price and Price per Session, a Proposal specifying \$0.00 or left blank in a pricing cell in Appendix C – Commercial Response shall receive the maximum point allocation for that particular pricing component.

The remaining Proponents will be evaluated, also using a relative formula, based on the remaining percentage of available points. For example, in a hypothetical situation where five (5) Proposals were received and one (1) Proponent proposed \$0.00 Price or Price per Session for a particular Service, that Proponent will receive the maximum sub-point allocation, and the remaining four (4) Proponents will be evaluated based on eighty percent (80%) of the available point allocation.

- N/A or not applicable in any cell for the particular Service, it is deemed to mean that the particular Service **will not be provided** to Clients. Therefore, when evaluating and scoring the Price or Price per Session, a Proposal specifying N/A or not applicable in Appendix C – Commercial Response will receive a zero (0) point allocation for that particular pricing component.

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

3.6 Stage V – Cumulative Score

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

Reference checks will be performed to confirm or clarify information provided within the Proposal. The reference checks themselves will not be scored, however, OEM may adjust rated requirement 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, OEM shall break the tie by selecting the Proposal with the highest score in Stage IV – Commercial Response.

3.8 Stage VII – Negotiations

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

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

During the negotiation the Selected Proponent may propose:

- Services (e.g. performance, SLAs, reporting, agreement terms and conditions);
- Rates and alternative pricing methodology; and,
- Best and Final Offer.

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

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

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

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

3.9 Agreement Finalization

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

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

3.9.1 Notification to Other Proponents

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

3.10 Agreement Launch and Marketing

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

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

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

[End of Part 3]

PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 RFP Timetable

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

RFP Timetable	
Event	Date/Time
OECM's Issue Date of RFP:	February 28, 2017
Proponent's Information Session:	2:00 pm on March 3, 2017
OTP Demonstration:	1:00 pm on March 6, 2017
Makeup Proponent's Information Session:	11:30 am on March 7, 2017
Proponent's Deadline for Questions:	5:00 pm on March 7, 2017
OECM's Deadline for Issuing Answers:	March 8, 2017
Proponent's Deadline for Questions Pertaining to Issued Documents only:	5:00 pm on March 9, 2017
OECM's Deadline for Issuing Final Addenda:	March 10, 2017
Closing Date:	2:00:00 pm on March 17, 2017
Agreement Start Date:	April 2017

Note – all times specified in this RFP 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's Information Session

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

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

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

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

Information provided during this session will be posted on OTP.

In the event of a conflict or inconsistency between the Proponent Information Session and the RFP, the RFP shall prevail.

4.1.3 OTP Demonstration Session

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

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

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

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

4.1.4 Proponents to Follow Instructions

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

4.1.5 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.

4.1.6 OECM's Information in RFP Only an Estimate

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

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

4.1.7 Proponent's Costs

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

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

4.2 Communication after RFP Issuance

4.2.1 Communication with Buyer Organization

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

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

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

4.2.2 Proponents to Review RFP

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

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

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

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

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

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

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

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

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

4.2.3 Proponent to Notify

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

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

Proponents shall not:

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

4.2.4 All New Information to Proponents by way of Addenda

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

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

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

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

Proponents who intend to respond to this RFP are requested not to cancel the receipt of addenda or amendments option provided by OTP, since it must obtain through all of the information documents that are issued on OTP.

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

4.3 Proposal Submission Requirements

4.3.1 General

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

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

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

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

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

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

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

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

4.3.2 Proposal Submission Requirements

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

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

4.3.3 Other Proposal Considerations

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

- Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored;
- Completely address, on a point-by-point basis, each technical question in Appendix E – Technical Response. Technical Responses left blank and/or unanswered will receive a score of zero (0). Refer to Section 3.3; and
- The Proposal should be complete in all respects. Proposal evaluation and scoring applies only to the information contained in the Proposal, or accepted clarifications as set out in Section 4.3.12 Clarification of Proposals.

4.3.4 Proposal Receipt by OECM

Every Proposal received will be date/time stamped by OTP.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is received on or before the Closing Date.

4.3.5 Withdrawal of Proposal

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

4.3.6 Amendment of Proposal

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

4.3.7 Completeness of Proposal

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

4.3.8 Proposals Retained by OECM

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

4.3.9 Acceptance of RFP

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

4.3.10 Amendments to RFP

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

4.3.11 Proposals will not be Opened Publicly

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

4.3.12 Clarification of Proposals

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

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

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

4.3.13 Verification of Information

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

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

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

4.3.14 Proposal Acceptance

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

4.3.15 RFP Incorporated into Proposal

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

4.3.16 Exclusivity of Contract

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

4.3.17 Substantial Compliance

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

4.3.18 No Publicity or Promotion

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

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

4.4 Negotiations, Notification and Debriefing

4.4.1 Terms and Conditions

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

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

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

4.4.2 Failure to Enter Into Agreement

Proponents should note that if the Selected Proponent and OECM cannot execute the Agreement within the allotted 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 scoring 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 RFP, 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 RFP 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 RFP 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 RFP process;

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

4.4.5 Debriefing

Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to OECM 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 RFP process, and subject to having attended a debriefing, the Proponent shall submit a protest in writing to the RFP Coordinator within ten (10) days from such a debriefing.

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

A protest in writing should include the following:

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

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

4.5 Prohibited Communications, Confidential Information and FIPPA

4.5.1 Confidential Information of OECM

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

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

4.5.2 Confidential Information of the Proponent

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

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

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

4.5.3 Proponent's Submission

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

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

4.5.4 Personal Information

Personal Information shall be treated as follows:

- Submission of information – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide Services unless specifically requested. OECM shall maintain the information for a period of seven (7) years from the time of collection. Should OECM request such information, OECM will treat this information in accordance with the provisions of this Section;
- Use – Any personal information as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5 that is requested from a Proponent by OECM shall only be used to select the qualified individuals to undertake the Services and to confirm that the work performed is consistent with these qualifications; and,
- Consent – It is the responsibility of the Proponent to obtain the consent of such individuals prior to providing the information to OECM. OECM will consider that the appropriate consents have been obtained for the disclosure to and use by OECM of the requested information for the purposes described.

4.5.5 Non-Disclosure Agreement

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

4.5.6 Freedom of Information and Protection of Privacy Act

The *Freedom of Information and Protection of Privacy Act (Ontario)*, applies to information provided by Proponents. A Proponent should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by OECM and its Clients.

The confidentiality of such information will be maintained by OECM, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

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

4.5.7 Competition Act

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

4.5.8 Trade Agreements

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

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

4.5.9 Intellectual Property

The Proponent 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 OECM and/or its Clients.

4.8 Cancellation

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

4.9 Reserved Rights and Governing Law of OECM

4.9.1 General

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

- (a) Make public the names of any or all Proponents;
- (b) Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information, if accepted, into the Proposal, at OECM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- (c) Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in OECM's sole and absolute discretion;
- (d) Verify with any Proponent or with a third party any information set out in a Proposal;
- (e) Check references other than those provided by Proponents;

- (f) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with OECM impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP;
- (g) Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached a contract with OECM, or has otherwise failed to perform such contract to the reasonable satisfaction of OECM (i.e. has not submitted required reporting and or cost recovery fees to OECM), the Proponent has been charged or convicted of an offence in respect of a contract with OECM, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM;
- (h) Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal;
- (i) Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (j) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (k) Reject a Subcontractor proposed by a Proponent within a consortium;
- (l) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;
- (m) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
 - OECM determines it would be in the best interest of OECM not to award an Agreement,
 - the Proposal prices exceed the bid prices received by OECM for Services acquired of a similar nature and previously done work,
 - the Proposal prices exceed the costs OECM or its Clients would incur by doing the work, or most of the work, with its own resources,
 - the Proposal prices exceed the funds available for the Services, or,
 - the funding for the acquisition of the proposed Services has been revoked, modified, or has not been approved,

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

- (n) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal;
- (o) Accept any Proposal in whole or in part;
- (p) Disqualify a Proponent whose Proposal does not include Rates on the submitted Appendix C – Commercial Response; or,
- (q) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM or is otherwise engaged in a dispute with OECM.

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

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

4.9.2 Rights of OECM – Preferred Proponent

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

- Extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, OECM may, in its sole discretion, terminate the discussions;
- Exclude the Preferred Proponent from further consideration and begin discussions with the next highest scoring Proponent without becoming obligated to offer to negotiate with all Proponents; and,
- Exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP and issuing a new RFP for the same or similar Services.

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

4.9.3 No Liability

The Proponent agrees that:

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

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

4.9.4 Assignment

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

4.9.5 Entire RFP

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

4.9.6 Priority of Documents

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

4.9.7 Governing Law

The terms and conditions in this Part 4:

- (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 Client is located and the federal laws of Canada applicable therein.

[End of Part 4]

APPENDIX A – FORM OF AGREEMENT

Appendix A is published as a separate PDF file on the Bidding System.

APPENDIX B – FORM OF OFFER

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

APPENDIX C – COMMERCIAL RESPONSE

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

APPENDIX D – REFERENCE FORM

Each Proponent is required to provide three (3) references from organizations similar in size and scope to OECM and its Clients for which the Proponent has provided the same or similar Deliverables within the past three (3) years.

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

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

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

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

Reference #1

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

Reference #2

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

Reference #3

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

APPENDIX E – TECHNICAL RESPONSE

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

APPENDIX F – CONSORTIUM INFORMATION

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

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

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

Witness:
Signature:
Printed Name:
Date:

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

APPENDIX G – SCHOOL BOARD REGION, LANGUAGE DISTRIBUTION AND NUMBER OF ELEMENTARY SCHOOLS

District School Board Number	School Board Name	School Board Language Requirement	Region	Number of Elementary Schools¹
1	DSB Ontario North East	English	North East	25
2	Algoma DSB	English	North East	36
3	Rainbow DSB	English	North East	39
4	Near North DSB	English	North East	32
5.1	Keewatin-Patricia DSB	English	North West	17
5.2	Rainy River DSB	English	North West	12
6.1	Lakehead DSB	English	North West	26
6.2	Superior-Greenstone DSB	English	North West	12
7	Bluewater DSB	English	South West	9
8	Avon Maitland DSB	English	South West	15
9	Greater Essex County DSB	English	South West	13
10	Lambton Kent DSB	English	South West	11
11	Thames Valley DSB	English	South West	19
12	Toronto DSB	English	GTA	16
13	Durham DSB	English	GTA	6
14	Kawartha Pine Ridge DSB	English	Central	5
15	Trillium Lakelands DSB	English	Central	18
16	York Region DSB	English	GTA	9
17	Simcoe County DSB	English	Central	32
18	Upper Grand DSB	English	Central	13
19	Peel DSB	English	GTA	29
20	Halton DSB	English	GTA	10
21	Hamilton-Wentworth DSB	English	Central	43
22	DSB of Niagara	English	Central	37
23	Grand Erie DSB	English	Central	56

¹ Number of Elementary Schools is based on the 'Ontario public school contact information' dataset available at <https://www.ontario.ca/data/ontario-public-school-contact-information>.

24	Waterloo Region DSB	English	Central	52
25	Ottawa-Carleton DSB	English	East	130
26	Upper Canada DSB	English	East	472
27	Limestone DSB	English	East	107
28	Renfrew County DSB	English	East	73
29	Hastings & Prince Edward DSB	English	East	40
30.1	Northeastern Catholic DSB	English	North East	177
30.2	Nipissing-Parry Sound Cath DSB	English	North East	86
31	Huron-Superior Catholic DSB	English	North East	65
32	Sudbury Catholic DSB	English	North East	214
33.1	Northwest Catholic DSB	English	North West	86
33.2	Kenora Catholic DSB	English	North West	88
34.1	Thunder Bay Catholic DSB	English	North West	80
34.2	Superior North Catholic DSB	English	North West	59
35	Bruce-Grey Catholic DSB	English	South West	102
36	Huron-Perth Catholic DSB	English	South West	120
37	Windsor-Essex Catholic DSB	English	South West	82
38	London Dist. Catholic School	English	South West	50
39	St. Clair Catholic DSB	English	South West	21
40	Toronto Catholic DSB	English	GTA	38
41	PVNC Catholic DSB	English	Central	49
42	York Catholic DSB	English	GTA	34
43	Dufferin-Peel Catholic DSB	English	GTA	11
44	Simcoe Muskoka Catholic DSB	English	Central	16
45	Durham Catholic DSB	English	GTA	39
46	Halton Catholic DSB	English	GTA	45
47	Hamilton-Wentworth Cath DSB	English	Central	26
48	Wellington Catholic DSB	English	Central	171
49	Waterloo Catholic DSB	English	Central	31
50	Niagara Catholic DSB	English	Central	91
51	Brant Haldimand Norfolk CDSB	English	Central	124
52	Cath DSB of Eastern Ontario	English	East	42
53	Ottawa Catholic DSB	English	East	39
54	Renfrew County Catholic DSB	English	East	46
55	Algonquin & Lakeshore Cath DSB	English	East	49
56	CSD du Nord-Est de l'Ontario	French	North East	18
57	CSD du Grand Nord de l'Ontario	French	North East	45
58	Conseil scolaire Viamonde	French	GTA	49
59	CEP de l'Est de l'Ontario	French	East	29
60.1	CSD cath. des Grandes Rivières	French	North East	41
60.2	CSD catholique Franco-Nord	French	North East	83

61	CSD cath. du Nouvel-Ontario	French	North East	20
62	CSD cath. des Aurores boréales	French	North West	38
63	CSC Providence	French	South West	28
64	CSD catholique Centre-Sud	French	GTA	59
65	CSD cath. de l'Est ontarien	French	East	32
66	CSD cath. Centre-Est de l'Ont.	French	East	53

APPENDIX H – COMPLIANCE WITH AGREEMENT

To: OECM

From: [Insert Proponent's Name]

The Proponent **must** complete and submit this Appendix.

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

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

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

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

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

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

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

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

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
Article 5 – Confidentiality and FIPPA/MFIPPA					
5.01	Confidentiality and Promotion Restrictions				
5.02	Confidential Information				
5.03	Restrictions on Copying				
5.04	Injunctive and Other Relief				
5.05	Notice and Protective Order				
5.06	FIPPA and MFIPPA Records				
5.07	PIPEDA				
5.08	Survival				
Article 6 – Intellectual Property and Use of OEM or Client Insignia					
6.01	Intellectual Property				
6.02	Ownership of Videos				
6.03	Copyright for Videos				
6.04	Permissions for Videos				
6.05	Copyright registration on behalf of OEM				
6.06	Screen Credit for Videos				
6.07	Use of OEM or Client or Supplier Insignia or Logo				
6.08	Supplier Representation and Warranty Regarding Third-Party Intellectual Property for the Training Modules				
6.09	Survival				
Article 7 – Indemnity and Insurance					
7.01	Supplier Indemnity				
7.02	Injunction Against Continued Use of Resources				
7.03	Supplier's Insurance				
7.04	Proof of Insurance				
7.05	Proof of Workplace Safety and Insurance Act Coverage				
7.06	Supplier Participation in Proceeding				
7.07	Disaster Recovery				
Article 8 – Termination, Expiry and Extension					
8.01	Immediate Termination of Contract				

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
8.02	Dispute Resolution by Rectification Notice				
8.03	Supplier's Obligations on Termination				
8.04	Effect of Termination on Client-Supplier Agreements				
8.05	Supplier's Payment Upon Termination				
8.06	Scope of Termination Rights				
8.07	Expiry, Client-Supplier Agreement Survival and Extension of Contract				
8.08	Alternative Dispute Resolution				
Schedule 1 (Resources, Supplementary Provisions, and Rates)					
Appendix A – Resources and Supplementary Provisions		N/A	N/A	N/A	N/A
Appendix B – Rates		N/A	N/A	N/A	N/A
Schedule 2 (Client Supplier Agreement)					
Article 1 – Definitions					
Article 2 – The Master Agreement					
Article 3 – Representatives for Client-Service Agreement					
Article 4 – Term of CSA					
Article 5 – Resources, Rates and Payment Process					
Article 6 – Rates and Payment					
Article 7 – Insurance					
Article 8 – Notices					
Article 9 – Termination					
9.1	Termination by Either Party				
9.2	Termination by Client				
9.3	Supplier's Obligations on Termination				
9.4	Supplier's Payment Upon Termination				
9.5	Termination in Addition to Other Rights				
9.6	Survival Upon Termination				
Article 10 – Publicity					
Article 11 – Legal Relationship Between Client, Supplier and Third-Parties					
11.1	Supplier's Power to Contract				
11.2	Representatives May Bind the Parties				

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
11.3	Independent Contractor				
11.4	Subcontracting or Assignment				
Article 12 – General					
12.1	Severability				
12.2	Force Majeure				
12.3	Changes By Written Amendment Only				
12.4	Section 217 Education Act et. al.				
12.5	Criminal Records Check				
12.6	Purchasing Policies and Guidelines				
12.7	Harassment and Assault				
Appendix A – Resources and Supplementary Provisions		N/A	N/A	N/A	N/A
Appendix B – Rates		N/A	N/A	N/A	N/A
Appendix C – Client’s Policies and Guidelines		N/A	N/A	N/A	N/A

N/A denotes not applicable.

APPENDIX I - SUPPLIER SERVICE PERFORMANCE MANAGEMENT SCORECARD

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

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

For example, if a Supplier seeks a Rate increase for September 1, 2022, and its performance score is only acceptable – OECM may only allow for a portion of the requested Rate increase. If, however, the Supplier's performance score is excellent, OECM would more likely accept the requested Rate increase ensuring it follows the process described in this RFP.

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

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

Performance Objectives	KPIs
Quality Service Delivery	<ul style="list-style-type: none">• Number of formal complaints; and,• Client satisfaction rate.
Minimizing Session Cancellation	<ul style="list-style-type: none">• Number of Trainer No Shows; and,• Number of Session Cancellations.
Accurate Invoicing	<ul style="list-style-type: none">• Percentage completed sessions vs invoice accuracy.

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