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SYSTEMATIC AND EXPLICIT EVIDENCE-BASED READING PROGRAM AND INTERVENTION SOLUTIONS

REQUEST FOR INNOVATIVE DIALOGUE PROPOSALS # 2023-434-1

Request For Innovative Dialogue Proposals Timetable	
Event	Time/Date
OTP Round One (1) – Open to All Proponents	
OECM's Issue Date of RFIDP:	February 22nd, 2024
Proponent's Information and OTP Demonstration Session:	2:00 pm on February 27th, 2024
Proponent's Deadline to Submit Questions:	5:00 pm on March 05th, 2024
OECM's Deadline for Issuing Answers:	March 12th, 2024
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on March 15th, 2024
OECM's Deadline for Issuing Answers:	March 22nd, 2024
Closing Date for Outline Proposal Submission:	April 02nd, 2024
OTP Round Two (2) – By Invitation Only	
Innovative Dialogue Session for Tier 1:	Week of April 15th, 2024
Innovative Dialogue Session for Tiers 2 and 3:	Week of April 22nd, 2024
OECM provides Proponents with Final Submission Documents:	January 31 st , 2025
Closing Date for Final Proposal Submission:	2:00:00 pm on February 14 th , 2025
Anticipated Master Agreement Start Date:	May 2025

OECM shall not be obligated in any manner to any Proponent whatsoever until a written Master Agreement has been duly executed with a Supplier.

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PART 1 – INTRODUCTION

This non-binding Request for Innovative Dialogue Proposals (“RFIDP”) is an invitation to engage in dialogue prior to obtaining Proposals from qualified Proponents for Reading Program and Intervention Solutions as described in Part 2 – The Deliverables.

OECM intends to award one (1) or more Master Agreements, with an initial Term of the Master Agreement (“Term”) of three (3) years with an option in favour of OECM to extend the Term on the same terms and conditions for up to two (2) additional years, to provide School Boards with a well-rounded range of programs and interventions to meet the needs of all students.

This RFIDP is issued by OECM for Round 2 – Final Proposal submission subsequent to the issuance and evaluation of RFIDP Reading Program and Intervention Solutions # 2023-434

1.1 **Objective of this RFIDP**

The objective of this RFIDP is to award suppliers who can provide School Boards (“SBs”) with structured evidence-based reading Solutions, including reading programs (i.e., Tier 1) and/or interventions (i.e., Tier 2 and Tier 3) to support boards to help all students, including at-risk students and student with reading difficulties. Solutions should offer systematic, explicit, and intensive instruction in phonemic awareness, alphabetic knowledge, phonics, orthographic and morphological knowledge, reading fluency, vocabulary, and reading comprehension strategies. The programs should include, but are not limited to:

- (a) Evidence-based program structures and tools that have proved outcomes supported by research such as Randomized Control Trials (“RCTs”) and other studies with early-grade students (i.e., K-12) to consistently identify the reading difficulty and specific reading skill gaps in order to tailor Tier 1 instruction, including differentiated instruction and/or Tier 2 or Tier 3 intensive interventions for individual students and groups of students to address reading skill gaps;
- (b) Classroom-based systematic evidence-based reading support programs, and more intensive interventions, in class or elsewhere, for students who need additional support with reading, including but not limited to students with special education needs; and,
- (c) Professional training of educators and other professionals in implementing reading supports, interventions, and program structures.

1.2 **Supplier Experience and Qualifications**

The Supplier shall possess appropriate experience, qualifications, and demonstrated knowledge relative to the requirements in this RFIDP including, but not limited to the provision of systematic and explicit evidence-based reading programs and intervention solutions.

1.3 **Authorized Reseller**

The Proponent shall be the OEM or an Authorized OEM Reseller of the Deliverables, and provide the appropriate resources with associated skills, experience and knowledge to fulfill RFIDP requirements.

Where components comprising the Deliverables are not provided directly by the Supplier, the OEM of those components shall be deemed to be a Supplier’s Subcontractor and the Supplier shall be responsible for providing those components to the Customer on the terms and conditions of the Contract.

The Supplier’s reseller status shall be maintained throughout the Term of the Master Agreement (“Term”), with any changes of status to be communicated to OECM within thirty (30) days of such change.

Authorized Reseller means the OEM has authorized the Supplier to market, advertise, sell and maintain directly to Customers on the OEM’s behalf as a provider.

Each Proposal and Appendix G – OEM Undertaking/OEM Authorized Reseller letter shall represent the OEMs specified within Appendix G.

1.4 Project Background and Problem Statement

Over the past three (3) school years, the COVID-19 pandemic has significantly impacted students in Ontario and across the globe. To help support learning recovery and renewal, and consistent with the updated language curricula, the Ministry of Education (“MEDU”) is providing targeted funding of \$12,500,000.00 to support Ontario’s seventy-two (72) district school boards and four (4) remote isolate school authorities to provide systematic and explicit evidence-based reading instructional programs Tier 1 for all students, and more intensive Tier 2 and Tier 3 instructional interventions for struggling readers who are at risk of falling behind due to the COVID pandemic. Under the current TPA, funds must be spent by August 31, 2024.

Research suggests that systematic, explicit and evidence-based instruction for all students in phonemic awareness, phonics, reading fluency, vocabulary, and reading comprehension strategies is effective in supporting most students to learn to read, and preventing reading difficulty for many students. Further, the majority of children who are at risk for reading failure can learn to read if their reading difficulty and skill gaps are identified early, and they are provided with more intensive systematic and explicit instructional interventions targeting their gaps in these reading skills. The literature further suggests that the interventions that yield the best results are delivered early, as prevention, rather than in later years as remediation.

This research applies to readers and struggling readers generally, including but not limited to students with learning disabilities (“LD”, including dyslexia) or other disabilities that affect reading. Reading difficulty for any student, with or without LD or other disability, presents significant academic challenges, and, if not addressed, is linked to poorer educational, economic, and other life outcomes, and can lead to negative social and emotional effects, including increased stress and anxiety, problems with self-image, and depression.

Allowable expenses for this project are informed by school board experience and expert evaluation of the MEDU’s intensive English reading interventions pilot project 2016-2021, and Transfer Payment Agreements (“TPAs”) from 2020-2024 that provided funding for systematic evidence-based reading programs and intervention supports for Tiers 1-3.

Evidence-based early reading screening/assessment is the most effective way to identify student abilities, skill gaps, and struggling and at-risk readers. It is an objective and measurable way to reduce bias in reading assessment and provide educators with data to plan instruction that targets student skill gaps and improves student outcomes, both in Tier 1, all-class instruction and differentiated instruction, and in Tier 2 and Tier 3 interventions. At different points in time, specific reading screening measures that are appropriate to the expected reading development need to be used. More intensive (i.e., Tier 2 and Tier 3) reading interventions are designed for individuals demonstrating atypical developmental progress in reading skills. This determination is often made following the administration of evidence-based screening assessments or through ongoing progress monitoring. When a student’s reading development lags behind that of their peers, it indicates that the Tier 1 all-class instruction alone is insufficient for their needs, and that additional, more intensive Tier 2 or Tier 3 intervention is needed. Reading interventions are evidence-based, specialized programs tailored to students who are not achieving expected reading milestones. They typically involve more intensive, individualized, and specific systematic explicit and evidence-based instruction, often delivered over an extended period of a few to several months. The intensity of these interventions can vary, tailored to the severity of the student’s reading difficulties.

MEDU is looking for a list of awarded Suppliers that will provide School Boards with a range of systematic and explicit evidence-based reading programs (i.e., Tier 1) and interventions (i.e., Tiers 2 and 3) to enable School Boards to provide Tiered reading instruction that meets the needs of all students.

MEDU contacted OECM in May 2023 to partner in this initiative. The award of the Systematic and Explicit Evidence-Based Reading Program and Intervention Solutions will be complementary to the Early Reading Screening Tools (“ERST”) RFP #2023-423, as ERST supports the provision of data to support educators to plan and differentiate Tier 1 instruction or identify the need for further assessment and/or more intensive reading interventions. School Boards may use reading program/interventions TPA funding from the MEDU to purchase evidence-based reading programs/interventions awarded through this RFIDP.

1.4.1 Customer Engagement

The following Customers were engaged with the development of the Deliverables set out in this RFIDP:

- (a) Department of Applied Psychology and Human Development of the University of Toronto;
- (b) Dyslexia Canada;

- (c) International Dyslexia Association Ontario;
- (d) Ministry of Education, and;
- (e) University of British Columbia.

The above Customers are **not**, in any way, committed to participating in the Master Agreement resulting from this RFIDP.

1.5 Award Strategy

OECM may, through this RFIDP process, enter into a Master Agreement with one (1) or more Suppliers per Tier for the provision of the Solutions. The awarded Suppliers should be able to provide reading program and/or intervention Solutions to all K-12 students and deliver the Solutions in one (1) or more of the three (3) Tiers of support and intervention.

The Term is intended to be for three (3) years, with an option in favour of OECM to extend the Term on the same terms and conditions for up to one (1) additional two (2) years term. Performance as set out in Appendix D – Supplier Performance Management Scorecard and, if applicable, Supplier Recognition Program evaluation results will be considered when contemplating a Master Agreement extension.

Customers participating in the Master Agreements will execute a CSA with a Supplier as attached in Appendix A – Form of Master Agreement. Prior to executing a CSA, the Customer may negotiate their unique requirements and further negotiate with the Supplier and mutually agree to additional terms and conditions (e.g., reporting, Rates specific to the Customer's requirements and volumes) ensuring the additional terms and conditions are not in any way inconsistent with the Master Agreement agreed to by OECM and the Supplier.

The Supplier must provide a copy of every CSA to OECM within thirty (30) days of execution.

1.5.1 No Contract until Execution of Written Master Agreement

This RFIDP process is intended to identify Proponents for the purpose of the negotiation of potential Master Agreements. The negotiation process is further described in Part 3 – Evaluation of Proposals, Section 3.9 of this RFIDP.

No legal relationship or obligation regarding the procurement of any Solutions shall be created between the Proponent and OECM by this RFIDP process until the successful completion of negotiation and execution of a written Master Agreement for the provision of the Solutions has occurred.

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

1.5.2 Customer's Usage of Master Agreements

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

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

Part Two, the Second Stage Selection Process ("Second Stage") is managed by the Customer or by OECM on the Customer's behalf and is focused on the Customer's specific needs. Depending on the Customer's internal policies, and potential dollar value of the Solutions a Customer may:

- (a) Select a Supplier and sign a CSA; or,
- (b) Seek Rates and other relevant Solution or Service information specific to a Customer's organization (e.g., by issuing a non-binding request via a Second Stage tool (e.g., Request for Services ("RFS"), or Customer's process (e.g., directly or via an online e-tendering platform)) from the Supplier for their specific Service requirements (e.g., reporting, Rates, Rate refresh process and timing, invoicing)]. If selected by the Customer, the Supplier shall provide the Solutions in accordance with the specifications stated in the Master Agreement and in the Customer's CSA.

When a Second Stage request is issued, which does not constitute a contract A, contract B situation, it will identify the required Solutions and Services or it may request the Supplier to propose appropriate Solutions and Services to fulfill the Customer's requirements and any other applicable information.

The Customer may negotiate their unique requirements (e.g., reporting, Rates, invoicing) with the Supplier and mutually agree to additional terms and conditions in a CSA, ensuring the additional terms and conditions are not in any way inconsistent with the Master Agreement.

The Supplier must respond to a Second Stage request and, at minimum, the response should set out the following:

- (a) Proposed Solutions and Services;
- (b) Timelines for Services, reporting, invoicing; and,
- (c) Final, net Rates. The Rates should be valid for a period of not less than ninety (90) days, or as requested by the Customer. Limited time offer Rates and/or promotional Rates must be specified by the Supplier, if applicable to the specific Second Stage request.

1.5.3 No Guarantee of Volume of Work or Exclusivity of Master Agreement

The volume information contained in this RFIDP 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 RFIDP is intended to relieve the Proponent from forming its own opinions and conclusions with respect to the matters addressed in this RFIDP. 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 Master Agreement executed with the Supplier may not be an exclusive Master Agreement for the provision of the Deliverables. Customers may contract with others for the same or similar Deliverables to those described in this RFIDP.

1.6 About OECM

OECM is a trusted not-for-profit partner for Ontario's educational entities (e.g., school boards or authorities, Provincial and Demonstration Schools Branch with the Ontario Ministry of Education, colleges, and universities, and may also include Private Schools and Private Career Colleges), health and social service entities, hydro, Local Housing Corporations, the Legislative Assembly, Municipalities and related Service Organizations, not-for-profit organizations, Ontario Electricity Financial Corporation, Ontario Power Authority, provincially funded organizations ("PFO"), shared service organizations, utilities and local boards, and any other Ontario Broader Public Sector ("BPS") agency, Ontario Public Service ("OPS") ministry, agency, board or commission, Crown corporations, First Nations federal agencies, Indigenous Organizations and Communities, and other provincial, territorial and federal public sector entities/agencies or similar entities not mentioned here.

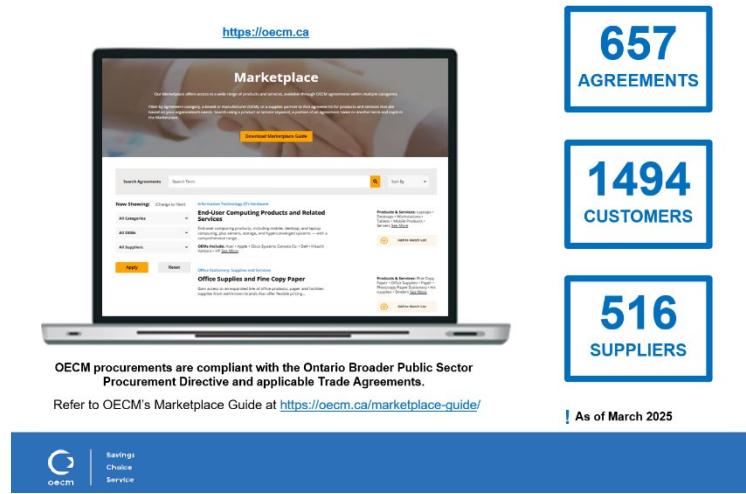
OECM contracts with innovative, reputable Suppliers to offer a comprehensive choice of collaboratively sourced and competitively priced products and Solutions through its Marketplace, the goal of which is to generate significant value and savings, quality of choice and consistent service for its Customers. In addition to the Marketplace, OECM offers contract management services, procurement advisory services, business analytics, and opportunities for knowledge sharing.

Recognizing the power of collaboration, OECM is committed to fostering strong relationships with both Customers and suppliers by:

- (a) Actively sourcing products and Solutions in an open, fair, transparent and competitive manner, compliant with BPS Procurement Directive and applicable trade agreements;
- (b) Establishing, promoting and managing product and service agreements used throughout its Customer community;

- (c) Supporting Customers' access and use of OECM agreements through analysis, reporting and the development of tools, guides, and other materials;
- (d) Effectively managing Supplier contract performance while harnessing expertise and innovative ideas, to drive continuous improvements through a Supplier Relationship Management program;
- (e) Promoting OECM's Supplier Code of Conduct, based on its core values of collaboration, responsiveness, integrity, innovation, and respect, to ensure that all supplier partners adhere to a set standard when conducting business with OECM and its Customers resulting in continuous, long-term success; and,
- (f) Supporting Supplier partners through a Supplier Recognition Program that aims to drive long-term performance by recognizing and motivating Suppliers to deliver continued savings, value, choice, and service to Customers.

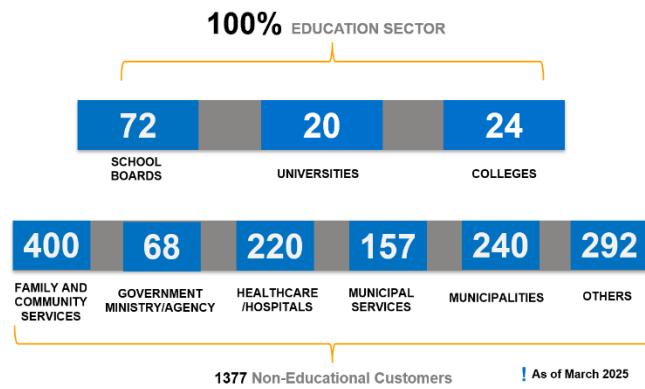
A Marketplace of Choice



1.6.1 Use of OECM Master Agreements

As of December 2023, thirteen hundred and forty-four (1,344) Customers were using one (1) or more OECM agreements with a cumulative spend of more than four (4) billion dollars over the last fifteen (15) years.

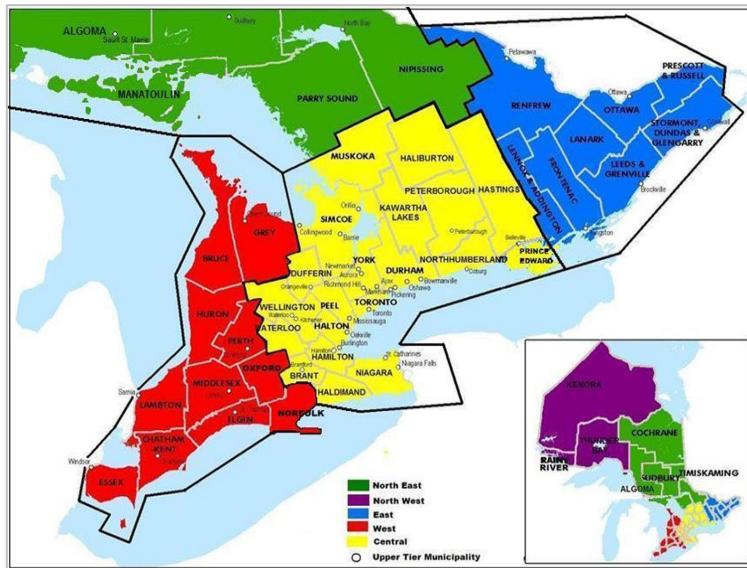
OECM Customers



More information about OECM is available on our website <https://oecm.ca/>.

1.6.2 OECM Geographical Zones

OECM Customers are located in five (5) geographical Zones throughout the Province of Ontario.



Also refer to Appendix F – OECM School Board, University and College Customers in Ontario illustrating OECM's educational Customers by Zone.

1.6.3 The Ontario Broader Public Sector Procurement Directive

OECM, and the BPS Customers they service, follow the Ontario BPS Procurement Directive. The directive sets out rules for designated BPS entities on the purchase of goods and Solutions using public funds.

The Procurement Directive is available here <https://www.ontario.ca/files/2024-02/tbs-bps-procurement-directive-en-2024-02-08.pdf>.

1.6.4 Trade Agreements

OECM procurements are undertaken within the scope of Chapter 5 of the Canadian Free Trade Agreement ("CFTA"), Chapter 19 of the Comprehensive Economic and Trade Agreement ("CETA"), and within the scope of the Trade and Cooperation Agreement between Quebec and Ontario and are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFIDP. For more information, refer to the Section 4.6.11.

[End of Part 1]

PART 1A – RULES OF INTERPRETATION AND DEFINITIONS

1A.1 Rules of Interpretation

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

- (a) 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;
- (b) Words in the RFIDP shall bear their natural meaning;
- (c) 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”;
- (d) In construing the RFIDP, 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;
- (e) Unless otherwise indicated, time periods will be strictly applied; and,
- (f) The following terminology applies in the RFIDP:
 - i. The terms “must” and “shall” relate to a requirement the Supplier will be obligated to fulfil. Whenever the terms “must” or “shall” are used in relation to OECM or the Supplier, such terms shall be construed and interpreted as synonymous and shall be construed to read “OECM shall” or the “Supplier shall”, as the case may be;
 - ii. The term “should” relates to a requirement that OECM would like the Supplier to fulfil; and,
 - iii. The term “will” describes a procedure that is intended to be followed.

1A.2 Definitions

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

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

“Authorized Reseller” means a Person that is authorized by the OEM to market, advertise, sell and distribute the Solutions;

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

“Broader Public Sector” or **“BPS”** means:

- (a) every hospital (i.e., public hospital, private hospital that received public funds in the previous fiscal year of the Government of Ontario, a community health facility within the meaning of the Oversight of Health Facilities and Devices Act that was formerly licensed under the Private Hospitals Act and that received public funds in the previous fiscal year of the Government of Ontario, and the University of Ottawa Heart Institute);
- (b) every school board;
- (c) every university in Ontario;
- (d) every college of applied arts and technology and post-secondary institution;

- (e) every agency designated as a children's aid society under subsection 34 (1) of Part III of the *Child, Youth and Family Solutions Act, 2017*;
- (f) every corporation controlled by one (1) or more designated Broader Public Sector organizations that exists solely or primarily for the purpose of purchasing goods or Solutions for the designated Broader Public Sector organizations;
- (g) every publicly funded organization that received public funds of 10 million dollars or more in the previous fiscal year of the Government of Ontario; and,
- (h) every organization that is prescribed for the purposes of this definition;

See <https://www.ontario.ca/page/broader-public-sector-accountability>;

See <https://www.ontario.ca/page/find-school-board-or-school-authority>; and,

See <https://www.ontario.ca/page/go-college-or-university-ontario>;

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

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

“Commercial Envelope” means an area in OTP where the Proponent would upload its completed Commercial Response;

“Commercial Response” means the Rates the Proponent uploads to OTP within Appendix B – Commercial Response as part of the Commercial Envelope;

“Confidential Information” means confidential information of OECM and/or any Customer (other than confidential information which is disclosed to the Preferred Proponent in the normal course of the RFIDP) where the confidential information is relevant to the Deliverables required by the RFIDP, its pricing or the RFIDP evaluation process, and includes all information concerning the business or affairs of the party or its directors, governors, trustees, officers or employees that is of a confidential nature, which information if in written or other tangible form, is clearly designated as confidential, or if disclosed orally, is designated as confidential in a written memorandum delivered by the disclosing party promptly following such disclosure. For the purposes of greater certainty, Confidential Information shall:

- (a) Include (i) all new information derived at any time from any such Confidential Information whether created by OECM, the Customer, the Proponent or any third-party; (ii) all information (including Personal Information) that OECM or the Customer is obliged, or has the discretion, not to disclose under provincial or federal legislation; and, (iii) pricing under this RFIDP;
- (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the disclosing party of any duty of confidentiality owed by it hereunder; (ii) the disclosing party can demonstrate to have been rightfully obtained it, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the disclosing party free of any obligation of confidence; (iii) the disclosing party can demonstrate to have been rightfully known to or in the possession of it at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the disclosing party; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFIDP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to (i) having or having access to information in the preparation of its Proposal that is confidential to OECM and not available to other respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFIDP process; or (iii) engaging in conduct that compromises or could reasonably be seen to compromise the integrity of the open and competitive RFIDP process and render that process non-competitive and unfair; or,

(b) in relation to the performance of its contractual obligations in an OECM contract, the Proponent's other commitments, relationships or financial interests (i) could or could reasonably be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could reasonably be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

“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 RFIDP. 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 capital corporation, which is based on the before tax amount invoiced by the Supplier to Customers for Deliverables acquired through OECM’s competitively sourced agreements. Once Customer-Supplier Agreements have been executed, this fee is remitted by the Supplier to OECM on a quarterly basis;

“Customer” means an organization such as educational entities (e.g., school boards or authorities, Provincial and Demonstration Schools Branch with the Ontario Ministry of Education, colleges, and universities, and may also include Private Schools and Private Career Colleges), health and social service entities, hydro, Local Housing Corporations, the Legislative Assembly, Municipalities and related Service Organizations, not-for-profit organizations, Ontario Electricity Financial Corporation, Ontario Power Authority, provincially funded organizations (“PFO”), shared service organizations, utilities and local boards, and any other Ontario Broader Public Sector (“BPS”) agency, Ontario Public Service (“OPS”) ministry, agency, board or commission, Crown corporations, First Nations federal agencies, Indigenous Organizations and Communities, and other provincial, territorial and federal public sector entities/agencies or similar entities not mentioned here;

“Customer-Supplier Agreement” or **“CSA”** means a schedule attached to the Master Agreement, which is executed between Customers and a Supplier for the provision of any Deliverables in this RFIDP specific to their organization;

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

“Local Housing Corporation” means a local housing corporation as defined in the Housing Services Act, 2011, S.O. 2011, c. 6, Sched. 1;

“Master Agreement” or **“Agreement”** means the agreement to be made between the Preferred Proponent and OECM based on the template attached as Appendix A – Form of Master Agreement with negotiated changes, 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;

“Municipalities” means municipalities in Ontario under the *Municipal Act*, the *City of Toronto Act* (for the City of Toronto), *District Municipality of Muskoka Act* (for the District of Muskoka), *Regional Municipalities Act* (for the regional municipalities of Durham, Halton, Niagara, Peel, Waterloo and York), every local board in Ontario as defined in the *Municipal Affairs Act and the Municipal Act* (List of Ontario municipalities | Ontario.ca) and related Service Organizations;

“OEM” means the original equipment manufacturer of any component of the Solution;

“OECM” means the Ontario Education Collaborative Marketplace;

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

“Ontario Public Service” or **“OPS”** means Ontario Public Service entities, the ministries and other administrative units of Ontario over which ministers of Ontario preside (including their agencies, boards, commissions, and Crown corporations);

“Ontario Tenders Portal Jaggaer” or **“OTP”** means the electronic tendering platform <https://ontariotenders.app.jaggaer.com/esop/nac-host/public/web/login.html> through which a Proponent’s Proposal must be submitted by the Closing Date;

“Personal Information” has the same definition as in subsection 2(1) of FIPPA and in subsection 2(1) of MFIPPA, that is, recorded information about an identifiable individual or that may identify an individual and includes all such information obtained by the Proponent from OECM or the Customer or created by the Proponent pursuant to the RFIDP;

“PFO” means a provincially funded organization;

“Preferred Proponent” means the Proponent that is invited into negotiations in accordance with the evaluation process set out in this RFIDP;

“Product” means all products, tools and materials to be provided by the Supplier, under the Master Agreement;

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

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

“Purchasing Card” or “P-Card” means the corporate charge cards used by the Customer, as may be changed from time to time;

“Qualification Envelope” means an area in OTP where the Proponent would complete its Qualification Response;

“Qualification Response” means the information the Proponent is required to submit within OTP as part of the Qualification Envelope;

“Rates” means the maximum prices, in Canadian funds, for the Solutions as set out in the Proponent’s submitted Appendix B - Commercial Response;

“Request for Innovative Dialogue Proposals” or “RFIDP” means this Request for Innovative Dialogue Proposals #2023-434) issued by OECM, including all appendices and addenda thereto;

“Second Stage Selection Process” or “Second Stage” means a request from one (1) or more Suppliers via a Second Stage tool (e.g., Request for Solutions (“RFS”), or Customer’s process (e.g., directly or via an online e-tendering platform) from a Customer or from OECM on behalf of a Customer, seeking Rates and relevant Solutions specific to a Customer’s organization;

“Service” means all services to be provided or performed by the Supplier, under the Master Agreement;

“Solution” means all Deliverables to be provided or performed by the Supplier, under the Master 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 providers or their respective directors, officers, agents, employees or independent contractors, who shall fall within the meaning of Supplier for the purposes of the Master Agreement as mutually agreed upon by the Customer, and includes the OEM of any component, if the Supplier is not the OEM;

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

“Technical Envelope” means an area in OTP where the Proponent would complete its Technical Response;

“Technical Response” means the information, which will be evaluated and scored, the Proponent submits within OTP as part of the Technical Envelope;

“Term” has the meaning set out in Section 1.5 of this RFIDP; 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 RFIDP process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFIDP process and result in any unfairness.

[End of Part 1A]

PART 2 – THE DELIVERABLES

This Part of the RFIDP describes the Solution Deliverables which will be incorporated into the final Master Agreement and is the same as RFIDP number 2023-434.

OECM requires that the Proponent has a clear and comprehensive understanding of the RFIDP requirements (i.e., Part 2 – The Deliverables). The Proponent will be required to indicate their agreement accordingly in the Form of Offer in the Qualification Envelope on OTP.

The Supplier should provide all RFIDP Deliverables.

2.1 Description of Deliverables

The Supplier should propose structured reading program (i.e., Tier 1) and/or structured reading intervention (i.e., Tier 2 and/or Tier 3) Solutions. A structured reading program or intervention is a systematic and evidence-based reading instructional program or intervention that is specifically tailored to assist students to attain their grade-level curricular goals relating to reading. What makes up the program or intervention are the strategies that are used to achieve the goals of the Solution. It includes but is not limited to:

- (a) Content;
- (b) Programs and Interventions;
- (c) Scripts;
- (d) Algorithms;
- (e) Methodologies;
- (f) Kits; and,
- (g) Fulfillment materials that are provided to members managed within the scope of these Solutions.

The proposed program and/or intervention structure must consist of a defined path, clearly defined objectives, a clearly defined scope and sequence, and systematic approach to instruction with an interactive learning approach. This environment facilitates an understanding of schedules, time frames, and expectations.

The Proponent may submit only one (1) Proposal including one (1) or more programs or interventions (i.e., Tiers). Each Tier One (1) and Tiers Two (2) and Three(3) will be evaluated and awarded separately.

2.1.1 Evidence-based Solutions

The proposed program or intervention must be evidence-based, referring to instructional methods, strategies, or programs that have been empirically tested and proven effective through rigorous research and evaluation. These programs and interventions must be grounded in data and research rather than anecdote, theory or tradition. The proposed Solutions should not use a 3-cueing approach. In the context of education, this means that the program or intervention is not only informed by existing research into effective reading instruction, but has been shown to effectively improve student outcomes, such as academic performance, and specifically reading accuracy, fluency and comprehension in controlled studies or evaluations. The research should include, but is not limited to characteristics such as:

- (a) Empirical Support: The program or intervention is supported by high-quality research studies that demonstrate its effectiveness. This often involves randomized controlled trials or well-designed quasi-experimental studies;
- (b) Replicability: The results supporting the program or intervention can be replicated in different settings with different groups of students, ensuring that the intervention is not just effective in a single, unique context;
- (c) Peer Review: The research supporting the program or intervention is typically published in peer-reviewed academic journals, ensuring that it has been scrutinized and endorsed by other experts in the field;

- (d) Clear Protocols: Evidence-based programs or interventions usually have clear, defined protocols or guidelines on how they should be implemented. This ensures fidelity in implementation, which is crucial for achieving the desired outcomes; and,
- (e) Ongoing Assessment: Effective evidence-based programs and interventions often include components for monitoring progress and outcomes, allowing educators to make data-driven decisions on how to proceed with the program or intervention.

2.1.2 Systematic Approaches

The proposed program should encompass reading programs and/or interventions to grades (i.e., the overall skill set development to ensure the level of achievement at a specific educational stage) K-12 and consist of a systematic approach involving breaking a skill down into individual components and teaching them explicitly following a defined sequence so that students can learn it more easily. This approach helps students understand the goal of each exercise (e.g., how it will help them become better readers), and what they need to do to complete a task or achieve a goal. The systematic core reading instructional approaches include, but are not limited to:

- (a) Direct and Explicit Instruction: educators state the goal of the lesson and explain the target skill; model the activity while verbalizing the process, steps and strategy; guide the students through the activity with feedback; provide independent practice once students can do it accurately and monitor student progress;
- (b) Targeted Instruction: the instruction targets the foundational reading skill(s) that the class/group/student needs to develop, as identified by reading screening and/or diagnostic assessment;
- (c) Segmented Instruction: educators break down each foundational skill into its smaller components, and teach components to build toward development of the full skill;
- (d) Developmental Sequencing: instruction addresses all foundational skills and their smaller units in the sequence in which they develop and build on each other;
- (e) Instructional Sequencing: educators break down the task and match the difficulty level to students' skill level, giving step-by-step cues or prompts with immediate correction, then fading out cues or prompts as students gain proficiency;
- (f) Repetition-Practice-Feedback: when a skill is first introduced, educator provides blocked or massed practice with immediate corrective feedback ensuring that students demonstrate accuracy before they do independent practice, to avoid having students practice errors;
- (g) Control difficulty of processing demands of a task: lessons are structured to limit cognitive load, for example, a lesson may: contain a high percentage of review material and small percentage of new material; introduce a new skill or a new process, but not both at once; use blocked repetition-practice feedback to introduce a new skill on its own, then provide interleaved practice once students can compete the new skill accurately. Lessons start with easier tasks before moving to more complicated ones;
- (h) Small groups: help maintain student engagement and enable the educator to provide sufficient feedback to each student. Groups size decreases as instruction intensifies, and all students in a group should have similar learning needs;
- (i) Metacognitive Strategy: educators teach students to think about their reading process, and to identify and use strategies to improve their learning, for example: verbalizing thought processes while reading, identifying if the text isn't making sense, and identifying how they may address it, such as by slowing down, circling back, looking up words;
- (j) Attributional Retraining: for learners who are having difficulty, who may develop a poor self-concept about their ability to read, frustration, lack of motivation. Educators have these students reflect on their development as learning readers, and acknowledge their skills, strategies, and effort that led to their successful reading of the word or text, and,
- (k) Progress monitoring: involves the regular measurement of students' reading abilities using reliable and validated assessment tools that target the various skills involved in reading.

2.1.3 Foundational Reading Skills

The proposed Solution should not use a 3-cueing approach, and should address foundational reading skills including, but not limited to:

- (a) Phonemic Awareness: the ability to identify and manipulate the smallest unit of sound in spoken words, called a phoneme. Phonemic awareness is the most complex subcomponent of phonological awareness, and comprises the most important of those skills for word reading and preventing later reading difficulty;
- (b) Alphabetic Knowledge: understanding that letters (i.e., symbols) represent sounds in spoken words; understanding alphabetic order, and knowing the letters by name, both in and out of order; and the ability to recognize and appropriately form upper and lower-case letters. Development of alphabetic knowledge is interdependent with development of phonemic awareness and phonics, to allow for the association between sound and symbol. Therefore, introducing the alphabet at the same time as phonemic awareness instruction is more effective for developing word reading skills, because it reinforces learners' understanding of letter-sound relationships;
- (c) Phonics: the systematic and structured teaching of grapheme-phoneme correspondences and how to use these to decode/read and encode/spell words. Grapheme-Phoneme Correspondence ("GPC") refers to the association between a grapheme (i.e., a letter or cluster of letters) and its corresponding phoneme (i.e., a sound), and vice versa. It may also be called letter-sound correspondence. Phonics includes:
 - i. Understanding the concept of grapheme-phoneme (i.e., letter-sound) correspondences;
 - ii. Mapping all phonemes to their corresponding individual graphemes, approximately forty-four (44) phonemes in English, thirty-six (36) in French, depending on linguistic variation or dialect;
 - iii. How to use grapheme-phoneme (i.e., letter-sound) correspondences to decode/read and spell both familiar and unfamiliar words;
 - iv. The ability to read varying types of words (e.g., different structures, regular and irregular), using grapheme-phoneme correspondence and phonemic awareness; and,
 - v. How to blend and then segment simple Consonant-Vowel-Consonant ("CVC") words (e.g., dog, cat) or CVCe words (e.g., hole, woke).
- (d) Morphological Knowledge: Morphemes are the smallest units of sound with meaning. These units include free bases, affixes (prefixes and suffixes), and bound bases such as:
 - i. Free bases, which can stand alone as words, such as: cat, jump, three, press;
 - ii. Prefixes, such as: un-, re-, mis-, pro-, sub-;
 - iii. Suffixes, such as: -ing, -ed, -ly, -ment, -ful;
 - iv. Bound bases, which require an affix – a prefix or suffix – to form a word, such as: ject, rupt, mit, pute;
 - v. Knowledge of roots, such as know (e.g., knowing, knowledgeable, unknown);
 - vi. Identifying morphemes in bases (e.g., enter in re-entered), prefixes (e.g., re- in re-enter), and suffixes (e.g., -ed in entered); and,
 - vii. Explicitly thinking about the smallest units of meaning in language such as, if a student sees the word *unpacking*, they can first identify un- and -ing and isolate the base, *pack*. They can also figure out the individual units and put them back together: "un- pack -ing is *unpacking*".
- (e) Orthographic Knowledge: also referred to as orthographic patterns knowledge, includes understanding:
 - i. That there are multiple ways to spell some phonemes, the most common grapheme for a phoneme, and how to choose between multiple graphemes to spell a phoneme;
 - ii. How letter position within a syllable or word affects its pronunciation;

- iii. How sound position within a syllable or a word affects its spelling; and,
- iv. The spelling system, rules and patterns, (e.g., /k/ is spelled -ck at the end of a word or syllable directly after a short vowel sound).
- (f) Reading Fluency: the ability to read connected text accurately, at an appropriate rate, with expression and phrasing, enabling a student to extract meaning from text. Reading fluency is evident when students are efficiently and automatically decoding grade-appropriate, or above, regular and irregular words when reading aloud;
- (g) Vocabulary: represents the body of words and labels that we associate with objects and concepts. It is the body of words in a particular language, known by an individual person, grounded in culture and personal experiences, and/or used in a particular area or subject. Students must know enough words to understand and participate in learning, and to comprehend text. If a student does not know two percent (2%) to five percent (5%) of the words being used in the text or during instruction, they will not understand what is being communicated. To support equity and inclusion for all learners, paying close attention to the oral vocabulary of learners in very early grades, and throughout primary, is essential. Systematic instruction of oral language skills, including vocabulary, can reduce and disrupt the pattern of widening gaps between readers;
- (h) Reading Comprehension Strategies: are employed along with other foundational skills to help students understand the text and reach the goal of reading comprehension. Reading comprehension strategies incorporate oral language skills, language conventions, such as syntax, language strategies (i.e., activating prior knowledge, making inferences), and metacognitive awareness (e.g., awareness that they should use strategies). Some examples of strategies include, but are not limited to:
 - i. Identifying the purposes of why they are reading;
 - ii. Understanding the kind of text they are working with;
 - iii. Activating what they know;
 - iv. Checking for understanding;
 - v. Deploying strategies if they do not understand (e.g., looking up unfamiliar words);
 - vi. Making notes of key points; and,
 - vii. Summarizing what they have read.

2.1.4 Tiered Support: Programs and Interventions

The proposed Solution should clearly specify the level(s) of intensity of instruction for which they are designed. The intensity of instruction is often scaffolded into three (3) Tiers, consistent with the Multi-Tiered System of Support ("MTSS") or Response to Intervention ("RTI") models. The intensity of the instruction is increased at each Tier. The "Tiered" approach to support and intervention systematically provides high-quality, evidence-based assessment, instruction, and appropriate interventions that respond to students' needs. It is based on frequent monitoring of student progress and using assessment data, focusing on learning rate and level, to identify student learning challenges and to plan specific assessment and instructional interventions of increasing intensity to effectively address students' reading skill gaps. The nature, intensity, and duration of interventions may be decided by teachers individually or in collaboration with a school team, always based on evidence derived from monitoring student ability in foundational reading skills and progress against grade-level expectations. The three (3) Tiers of support and intervention are:

- (a) Tier 1: Tier One involves whole-class reading instructional programs with targeted breakout group or individualized instruction as needed, informed by reading skills screening, and other assessments as needed, high-quality core reading instruction in the general inclusive classroom, differentiated instruction, and systematic, evidence-based instruction for all students. Instruction is targeted to address specific gaps identified through assessment, including general classroom work, small group work, and/or individualized instruction to address a particular lagging skill. In small group work, the teacher pulls together students with shared skill gaps to provide a more intense (e.g., more explicit, additional time, smaller group) systematic lesson on key concepts the students need to grasp. This may not be required every day. Evidence-based strategies and

practices should be used at both the whole class level and in differentiated instruction for individuals or groups;

- (b) Tier 2: Tier Two is small group reading intervention instruction for targeted skills, informed by reading skills screening, and other assessments as needed to identify specific skill gaps in foundational reading skills. Targeted, higher intensity instruction in a small group, in addition to and aligned with Tier One core instruction and delivered in the general classroom or an alternate setting by a trained classroom teacher, another educator trained in reading instruction, a specialist teacher, or a special education teacher, with classroom teacher involvement. Typically, these intervention sessions may be daily, or almost daily, and may continue for several weeks or a few months; and,
- (c) Tier 3: Tier Three is the most intense, individualized or small-group instructional intervention in specific areas of need, informed by reading skills screening, and often other assessments that identify and detail significant or persistent skill gaps in foundational reading skills. High-intensity, data-driven, evidence-based, and validated intervention, in addition to and aligned with Tier One core instruction, delivered by a trained classroom teacher and/or other trained teachers, such as a reading specialist or special education teacher, in communication and coordination with the classroom teacher. Instruction is provided in a very small group, with an individual student, or as set out in a Tier Three program. It is often, but not necessarily, provided in an alternate setting, consistently every day for a longer period each day, and over a longer number of months than Tier Two instruction.

2.1.5 Language Requirements

The proposed program should be able to provide reading support and intervention to English and/or French languages.

2.1.6 Related Products and Services

The Supplier shall provide all related Products and Services to the proposed Solution as it may be required by the Customers including, but not limited to:

- (a) Additional tools and materials that compose the structure and delivery of the program;
- (b) Implementation and integration Services;
- (c) Transition Services;
- (d) Training Services;
- (e) Testing Services;
- (f) Support Services; and,
- (g) Ongoing Services.

2.1.7 Educator Training

The proposed program or intervention should include educator training strategies and programs to assist the delivery of the proposed program or intervention to the students by the in-classroom educator (e.g., teacher). The teacher should be able to understand the proposed program and apply the support and reading strategies to the students independently in an effective manner. The Proponent should provide a detailed educator training program including a description, length, scope, and training model (e.g., asynchronous online training, train-the-trainer, mentoring, one-day workshops, blended learning, simulation-based training, webinars, peer training, interactive e-learning, and/or microlearning). Any costs associated with educator training, including travel and customary living expenses for off-site educator training should be clearly identified in the Proposal.

2.1.8 Scalability

The proposed program Solution should provide the ability to meet the reading program and intervention requirements and to be scalable to meet future requirements of the Customers.

2.1.9 Assessments

If applicable to the proposed Solution and the related Products and Services, the Supplier shall conduct Privacy Impact Assessment ("PIA") and Threat Risk Assessment ("TRA") to identify any potential privacy and security risk at the Supplier's costs.

- (a) Privacy Impact Assessment: The Supplier shall conduct PIAs at its own expense relating to the personal information, which will be available for review by OECM and/or any individual Customer. PIAs shall also be performed by the Supplier, prior to any material change to the delivery of the Solution.

OECM and each individual Customer shall have the right to conduct its own PIA at any time during the Term of the Agreement or engage an independent third party to conduct it.

- (b) Vulnerability Assessment and Penetration Testing: The Supplier shall have an independent third party perform vulnerability assessment and penetration testing on a frequency determined by the Customers for the equipment and/or facilities used to provide the Solution. The Supplier shall provide the results of the annual vulnerability assessment and penetration testing to OECM and all Customers upon request.

The Supplier shall provide a detailed penetration testing and vulnerability assessment report prior to implementing any changes at no additional cost to the Customer. The Supplier shall notify each Customer and address any risks or vulnerabilities identified by the assessment.

OECM or any individual Customer may, either directly or through its authorized representatives, conduct regular integrity testing of the firewalls and security practices used by the Supplier.

OECM and its Customers reserve the right to conduct its own vulnerability assessment at any time during the Term of the Agreement.

- (c) Threat Risk Assessment: The Supplier shall provide a detailed TRA and vulnerability assessment report prior to implementing any changes at no additional cost. The Supplier shall notify each Customer and address any risks or vulnerabilities identified by the assessment.

2.2 Electrical Requirements

The Supplier shall, if applicable to the proposed Solution, ensure electrical products are authorized or approved by the Customer and in accordance with the Ontario Electrical Safety Code, the Canadian Standards Association Group ("CSA Group"), Underwriters Laboratories of Canada ("ULC"), a certification organization accredited with the *Standards Council of Canada Act* (Canada), and shall bear the certification organization's mark identifying the goods certified for use in Canada. Certification shall be to the standard that is appropriate for the intended use of the electrical products at Customer's facilities.

2.3 Workplace Hazardous Material Information System

The Supplier shall, if applicable to the proposed Solution, ensure Workplace Hazardous Materials Information System ("WHMIS") Safety Data Sheets ("SDS") are onsite as required. Additionally, the Supplier should provide the Customer's personnel WHMIS training, as it relates to the products and equipment, in accordance with the *Ontario Occupational Health and Safety Act*.

2.4 Disaster Recovery and Business Continuity

The Supplier shall possess and provide to OECM and/or Customers 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 Customers.

2.5 Licences, Permits, Right to Use and Approvals

The Supplier shall obtain all licences, permits, right to use and approvals required in connection with the supply of the Solutions and provide them at Customer and OECM request. The costs of obtaining such licences, permits, 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, permit, right to use and approval to carry on an activity contemplated in its Proposal or in the Master Agreement, neither acceptance

of the Proposal nor execution of the Master 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.

2.6 Environmental, Social, and Governance

The Supplier shall possess and provide information, if requested by OECM or the Customer, related to its robust Environmental, Social and Governance ("ESG") business framework.

The Supplier shall collaborate and support the Customer to align with their ESG framework as it relates to currently available ESG processes, products/equipment, technologies and/or sustainable initiatives.

Wherever practical and without compromising quality, Suppliers are to promote:

- (a) Environmental design principles as required by the Customer (e.g., environmental sustainability, data security and privacy, lean construction practices, waste management, decarbonization, indoor air quality, and/or comfort);
- (b) Sustainable social design principles as required by the Customer (e.g., social equity and equality, diversity, inclusive, accessibility, economic, and cultural impacts that achieve overarching Customer goals that helps shape healthy, diverse and inclusive environments); and,
- (c) Governance practices to enhance positive impact to the Customer (e.g., corporate oversight, risk management, staff retention and management, and leadership).

The Supplier should keep OECM and Customers informed about social procurement processes.

Throughout the Term of the Master Agreement, OECM and/or the Customer may consult with the Supplier to assess ESG commitments.

2.7 Financial Administration Act Section 28

In accordance with the requirements of the *Financial Administration Act* (Ontario) ("FAA"), notwithstanding anything else in the CSA, or in any other agreement between the Customer and the Supplier executed to carry out the Solutions provided for herein, the remedies, recourse or rights of the Supplier shall be limited to the Customer and to the right, title and interest owned by the Customer in and to all of its real or personal property, whether now existing or hereinafter arising or acquired from time to time. The Supplier unconditionally and irrevocably waives and releases all other claims, remedies, recourse or rights against the Crown in right of Ontario in respect of the CSA, and agrees that it shall have no remedies, recourse or rights in respect of the CSA against the Crown in right of Ontario, any Ontario Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or representative of a Crown agency or a corporation in which the Crown holds a majority of the shares or appoints a majority of the directors or members, other than against the Customer and its assets.

If the Supplier and the Customer agree that a CSA is exempt from the application of subsection 28(1) of the FAA pursuant to Ontario Regulation 376/18: Section 28 Exemptions – Colleges, the Customer represents and warrants that the CSA: (i) complies with all applicable policies of the Customer; (ii) complies with all Applicable Laws and Ontario government directives applicable to it; and, (iii) relates to activities of the Customer that are permitted under its objects and that are undertaken within Canada. The Supplier represents and warrants that the CSA complies with all Applicable Laws and Ontario government directives applicable to it.

2.8 Order Management

The Supplier shall provide a variety of ways for Customers to order the Solution and the Products and Services including, but not limited to the following:

- (a) Electronic Data Interchange ("EDI");
- (b) Email;
- (c) Fax;
- (d) Supplier's online ordering process;
- (e) Toll free phone; and/or,

(f) Via purchase order through the Customer's system.

Where applicable, Customers may need to perform integration testing on the Supplier's online ordering system to ensure it is compatible with the Customers' systems, policies and procedures.

2.8.1 Minimum Order

The Supplier shall not have any minimum order value or volume requirements.

2.8.2 Order Acknowledgement

The Supplier shall acknowledge the receipt of an order by Customer immediately or within one (1) Business Day if requested by the Customer. The Supplier will include in this acknowledgement, any Products ordered that cannot be fulfilled (e.g., back orders). The Customer, at its sole discretion may:

- (a) Cancel some or the entire order;
- (b) Ask the Supplier to ship only available Products and cancel any backorders; and/or,
- (c) Agree to an alternative delivery schedule based on anticipated Product availability.

2.8.3 Order Changes and/or Cancellation

The Supplier shall accept new orders, order changes and/or cancellation as may be required based on Customer's requirements, at no additional cost to the Customer.

2.8.4 Electronic Commerce

Customers currently use a variety of ERP, e-Procurement or financial systems (e.g., PeopleSoft, Jaggaer) for processing orders and payments. To support these processes, the Supplier will provide reasonable technology and implementation support, at any time during the Term, at no additional cost to the Customer.

2.9 Invoicing

Flexibility in invoicing processes is required. The Customer and Supplier can mutually agree to invoicing details when executing a CSA.

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

- (a) Customer name and location;
- (b) Customer purchase order number (if applicable) and order date;
- (c) Description of Solutions, Products and Services provided, quantities and Rates; and,
- (d) HST and total cost.

2.9.1 Payment Terms and Methods

The Customer's common payment terms are net thirty (30) days.

The Supplier shall accept payment from Customers by cheque, Purchasing Card, or Electronic Funds Transfer ("EFT") at no additional cost to the Customer.

Different payment terms may be agreed to when executing a CSA (e.g., 2%/10 early payment discount for Customers).

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

2.9.2 Electronic Fund Transfer

The Supplier shall provide the Customer with the necessary banking information to enable EFT, at no additional cost to the Customer, for any related invoice payments including, but not limited to:

- (a) A void cheque;
- (b) Financial institution's name;
- (c) Financial institution's transit number;
- (d) Financial institution's account number; and,
- (e) Email address for notification purposes.

2.10 Rates

The proposed Solution Rates shall be firm maximum Rates for the first one (1) year of the Master Agreement or until July 04th, 2025 and shall be:

- (a) maximum Rates applicable to all Customers;
- (b) In Canadian funds and shall include all applicable costs, including, but not limited to overhead, materials, fuel, fuel surcharge, duties, tariffs, travel and carriage, delivery, office support, profit, permits, licences, labour, insurance, and Workplace Safety Insurance Board costs and all other overhead, office support, profit, licenses including any fees or other charges required by law; and,
- (c) Exclusive of the HST, or other similar taxes.

The Customer and Supplier will mutually agree on Rates and the process and timing for refreshing those Rates based on the Customer's Solution needs. However, the Rates for Ontario Customers, shall not exceed the Master Agreement Rates.

2.10.1 Incentives for Customers

Where feasible, the Supplier should offer incentives to Customers to promote additional cost savings resulting from better operational efficiencies including, but not limited to:

- (a) Early payment discount for Customers;
- (b) Higher volumes; and,
- (c) Overall growth.

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

The financial incentives the Supplier and Customer agree to shall be incorporated into the CSA and reviewed and adjusted (e.g., annually) as required and reported to OECM as part of the sales reporting.

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

2.10.2 Travel Expenses

The Supplier must obtain prior approval from the Customer for costs incurred as a result of accommodation or travel associated with a particular Assignment. These costs must be charged in accordance with the Customer's travel policy, as may be amended from time to time. Suppliers may obtain applicable rates from the Customer. All such pre-approved costs, where applicable, must be itemized separately on invoices.

Customers shall not be responsible for any meal, hospitality, or incidental expenses incurred by the Supplier, whether incurred while travelling or otherwise, including:

- (a) Meals, snacks and beverages;
- (b) Gratuities;
- (c) Laundry or dry cleaning;

- (d) Valet Solutions;
- (e) Dependent care;
- (f) Home management; and,
- (g) Personal telephone calls.

2.10.3 OECM Cost Recovery Fee

As a not-for-profit/non-share capital corporation, OECM recovers its operating costs from its agreements through a Cost Recovery Fee (“CRF”). CRFs from the Master Agreement resulting from this RFIDP and other OECM agreements are structured to support OECM’s financial model, while providing savings to Customers.

The Supplier shall pay to OECM a maximum CRF of two percent (2%) on all Solutions invoiced by the Supplier to the Customers throughout the Term.

CRF will be calculated as follows:

<u>EXAMPLE OF HOW CRF WILL BE CALCULATED WITH A CRF = 2%</u>				
Sales per Quarter	Calculation	CRF	HST	Total CRF Payment to OECM
If Supplier has \$100,000 total sales in first quarter	\$100,000 x 2% CRF	\$2,000	\$260	\$2,260
If Supplier has \$200,000 total sales in second quarter	\$200,000 x 2% CRF	\$4,000	\$520	\$4,520
If Supplier has \$50,000 total sales in third quarter	\$50,000 x 2% CRF	\$1,000	\$130	\$1,130
If Supplier has \$50,000 total sales in fourth quarter	\$50,000 x 2% CRF	\$1,000	\$130	\$1,130
Total CRF Payment to OECM for <u>first year of the Master Agreement:</u>				\$9,040

The CRF and applicable HST shall be paid to OECM quarterly, via EFT, by May 15, August 15, November 15 and February 15 throughout the Term as follows:

Calendar Quarter	Months	CRF Payment Due Date
1st Quarter	January, February, March	May 15
2nd Quarter	April, May, June	August 15
3rd Quarter	July, August, September	November 15
4th Quarter	October, November, December	February 15

The CRF will be reviewed (e.g., annually) and may, at OECM’s sole discretion, be adjusted downwards for the remaining Term.

The Supplier shall be responsible for paying interest, as specified in Article 4.08 of the Master Agreement, for late CRF payments.

Upon termination or expiry of the Master Agreement, the Supplier will submit all outstanding CRF payments within thirty (30) days of the Master Agreement termination or expiry date.

2.11 Supplier Support to Customers

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

- (a) Providing a responsive account executive (with applicable back-up) assigned to the Customer to support their needs by providing day-to-day and ongoing administrative support, and operational support;
- (b) Managing issue resolution in a timely manner;
- (c) Complying with agreed upon escalation processes to resolve outstanding issues;
- (a) Responding to Customer's inquiries (e.g., to day-to-day activities) within one (1) Business Day;
- (b) Ensuring minimal disruption to the Customer;
- (c) Providing easy access to the Supplier (e.g., online, toll free telephone number, email, voicemail, chat or fax);
- (d) Providing training/demonstrations, knowledge transfer, and no-cost educational events (e.g., webinars), if available;
- (e) Establishing an ongoing communications program with the Customer (e.g., new initiatives, innovation, and/or sustainability);
- (f) Adhering to the Customer's confidentiality and privacy policies (e.g., related to student's private information);
- (g) Providing written notice to Customers on any scheduled shut down that would impact Solutions (e.g., inventory count, relocation of warehouse, and/or website maintenance);
- (h) Provide Customer reporting; and,
- (i) Attending meetings with Customers, as requested.

2.11.1 Transition Support

The Supplier should, if applicable to the proposed Solution, at no additional cost, provide Customers transition support with minimal service disruption.

2.12 Supplier Management Support to OECM

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

- (a) Assigning to OECM a Supplier Account Executive and team responsible for supporting and overseeing all aspects of the Master Agreement;
- (b) Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- (c) Promoting the Master Agreement within the Customer community;
- (d) Maintaining OECM's and Customer's confidentiality by not disclosing Confidential Information without the prior written consent of OECM and/or the Customer, as the case may be, as further described in Appendix A – Form of Master Agreement;
- (e) Attending business review meetings with OECM to review such information as:
 - i. CSAs and upcoming opportunities;
 - ii. Authorized Reseller status; and,

iii. Review and monitor performance management compliance;

(f) Complying with Appendix E – OECM’s Supplier Code of Conduct requirements as described on the OECM website at <https://oecm.ca/suppliers/#code-of-conduct>;

(g) Managing issue resolution in a timely manner;

(h) Complying with agreed upon escalation processes to resolve outstanding issues;

(i) Timely submission of reports as described in Appendix C – Supplier Reporting Requirements; and,

(j) Complying with Master Agreement close out processes (e.g., ensuring all Master Agreement obligations have been fulfilled, such as submission of final reporting and CRF payments to OECM).

2.12.1 Master Agreement Award and Launch

The Supplier will meet with OECM to discuss an effective launch strategy, and shall provide:

- (a) Supplier’s profile and logo;
- (b) Supplier’s contact information;
- (c) Customer engagement strategy;
- (d) Access to knowledge sharing materials (e.g., webinars);
- (e) Marketing materials; and,
- (f) Other relevant materials.

2.12.2 Promoting OECM Master Agreements

To support Customers, OECM and the Supplier will work together to encourage the use of the Master Agreement resulting from this RFIDP.

The Supplier will actively promote the Master Agreement to Customers which may include, but not be limited to:

- (a) Conducting sales and marketing activities directly to onboard Customers;
- (b) Executing CSAs with interested Customers;
- (c) Providing excellent and responsive Customer support;
- (d) Gathering and maintaining Customer and market intelligence, including contact information;
- (e) Identifying Customer savings; and,
- (f) Identifying improvement opportunities (e.g., new Solutions).

OECM will promote the use of the Master Agreement with Customers which may include, but not be limited to:

- (a) Using online communication tools to inform and educate;
- (b) Holding information sessions and webinars, as required;
- (c) Attending, where appropriate, Customer and Supplier events;
- (d) Facilitating CSA execution, where appropriate;
- (e) Facilitating Second Stage requests, as required;
- (f) Providing effective business relationship management;
- (g) Managing and monitoring Supplier performance;

- (h) Facilitating issue resolution; and,
- (i) Marketing Supplier promotions.

2.12.3 Supplier Performance Management Scorecard

To ensure Master Agreement requirements are met, the Supplier's performance will be measured and tracked by OECM as described in Appendix D – Supplier Performance Management Scorecard.

2.12.4 Rate Refresh

OECM's goal is to keep Rates as low as possible for Customers. However, the Supplier may request a Rate refresh on the first anniversary date, (e.g., July 2025) of the Master Agreement and every anniversary thereafter.

The Supplier shall provide a written notice with supporting documentation to OECM at least one-hundred-and-twenty (120) days prior to the Master Agreement's anniversary date annually if requesting a Rate refresh.

As part of any review OECM will consider Rate adjustments that reflect changes in operation, adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, and fluctuations in foreign exchange rates as published by the Bank of Canada, tariffs, or ordinances. Any Rate refresh request from a Supplier must be accompanied by supporting documentation (e.g., detailed calculations and individual Customer impact analysis, letter from OEM) to support any Rate adjustment. OECM may use a third-party index (e.g., Consumer Price Index) in its Rates review. OECM will not consider any fixed costs or overhead adjustments in its review.

Volumes and Supplier performance (i.e., Supplier Performance Management Scorecard and/or Supplier Recognition Program evaluation results) will be considered when contemplating a Rate refresh.

If a proposed Rate refresh was agreed upon between OECM and the Supplier, the new Rates would only be applicable to Solutions ordered after the effective date of the new Rates. The effective date of the Rate change must allow Customers a minimum of thirty (30) days' prior notice from OECM. If, however, a proposed Rate increase is not accepted by OECM the Master Agreement may be terminated within one-hundred and twenty (120) days unless the Supplier agrees to withdraw its request for a Rate increase and continue the provision of the Solutions at the existing agreed upon Rates.

If a Rate refresh is not requested, the existing Rates shall remain in effect until the next Rate refresh opportunity.

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

Based on the foregoing, the Master Agreement will be amended, if needed.

2.12.5 Process to Add Other Solutions and Services

During the Term, the Supplier may request adding other Solutions and Services (e.g., newly available Solutions and Services) to the Master Agreement at the Master Agreement anniversary date, throughout the Term to align with Customer needs. OECM will review and assess the request and may accept or reject it based on Solutions in the current Master Agreement and Customer needs.

The Supplier shall provide written notice to OECM of at least one hundred and twenty (120) days if requesting a Solution and Service refresh.

Additional Solution and Service requests from the Supplier must be accompanied by appropriate documentation (e.g., Service description, rationale for the addition, and/or proposed Rates).

Volumes and Supplier's performance (i.e., as described in Appendix D – Supplier Performance Management Scorecard and/or Supplier Recognition Program evaluation results) will be considered when contemplating adding Solutions and Services. In the event the Supplier's performance is poor and/or unacceptable, OECM may not agree to the Supplier's Solution and Service refresh request. All other Solutions shall remain unchanged.

Rates, for a newly added Service will be negotiated at the time of the request.

Based on the foregoing, the Master Agreement will be amended, if needed.

2.12.6 Saving Calculation

OECM tracks, validates, and reports on savings on all of its agreements. Collaborative procurement processes enables several types of savings including direct and indirect savings (e.g., process improvement, lead time reduction, standardization, economies of scale, and/or cost avoidance).

The Supplier shall report Customer savings (e.g., Master Agreement Rate versus Rate invoiced to Customer, total cost of ownership, cost avoidance and/or other savings).

2.12.7 OECM's Supplier Recognition Program

OECM's Suppliers play a fundamental role in ensuring Customers' needs are met with consistent and exceptional service. As part of OECM's efforts to provide greater value to Customers and support their Supplier selection process across OECM agreements, OECM has a Supplier Recognition Program ("SRP"). Through the SRP, OECM objectively assesses a Supplier's performance using an open, fair and transparent framework to recognize and reward top-performing Suppliers on an annual basis.

Further details will be provided to the Suppliers.

2.12.8 Reporting to OECM

The Supplier shall be responsible for providing reports as further described in Appendix C – Supplier Reporting Requirements.

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

[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 stages:

Stage	Description	Refer to RFIDP Section	RFIDP Weighting (if applicable)
OTP Round One (1) – Open to All Proponents – Already Completed			
Stage I	Qualification Response	3.2	Pass/Fail
Stage II	Technical Response	3.3	1000
OTP Round Two (2) – By Invitation Only			
Stage III	Innovative Dialogue Session (Already Completed)	3.4	300
Stage IV	Final Proposal Submission	3.5	500
Stage V	Commercial Response	3.6	200
Stage VI	Cumulative Score	3.7	1000
Stage VII	Tie Break Process	3.8	Not Applicable
Stage VIII	Negotiations	3.9	Not Applicable
Stage IX	Master Agreement Finalization	3.10	Not Applicable

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

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

The Proponent **must** complete the following forms in (“Ontario’s Tenders Portal (“OTP”) to qualify and proceed to the next stage of evaluation.

Title	OTP Envelope
Qualification Response	Qualification
Proposal Submission	Technical

If the Proponent fails to insert information contained in the above forms, OECM may provide an opportunity to rectify such deficiency within a period of two (2) Business Days from notification thereof. Only Proponents satisfying the identified deficiencies within the allotted time will proceed to Stage II.

Other than inserting the information requested on the qualification submission forms set out above, the 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 the Proposal, may be disqualified.

3.3 Stage II – Technical Response – Already Completed

Stage II will consist of an evaluation and scoring of the Technical Response of each Eligible Proposal.

The Technical Response includes a series of questions that the Proponent is required to respond to in order to demonstrate the Proponent’s ability to fulfill the RFIDP Deliverables. Only information contained within the Technical Response will be evaluated in Stage II. In addition, the Proponent must also provide any supporting research papers/studies in full (i.e., hyperlinks to additional resources will not be considered a part of the Technical Evaluation process) that establish the efficacy of the specific proposed program and/or

intervention(s), for consideration by the evaluators. This research information will be retained for additional review during further evaluation stages of each Eligible Proposal per Tier, as needed.

Only Proposals that meet or exceed the minimum thresholds will receive a **pass** in this stage and proceed to Stage III of the evaluation process. The overall threshold for the Technical Response is fifty percent (50%) or five-hundred points (500).

Point allocations for the Technical Response sections of each Tier for which the Proponent chooses to submit a Proposal are as follows:

Technical Response Sections	RFIDP Weighting	Minimum Threshold, if any
Proponent's Experience, Solution Structure and Research	800	N/A
Tiered Reading Program or Intervention	200	N/A
Complete Research	Not Scored	N/A
TOTAL POINTS:	1000	500

Detailed sub-point allocations and minimum thresholds, if applicable, are set out in the Technical Response on OTP.

In the case that contradictory information or information that contains conditional statements is provided, OECM will determine whether the response complies with the requirements, and may seek clarification from the Proponent.

A Proposal that does not respond to a particular question (e.g., it is left blank) or contains a response of N/A or not applicable will receive a zero (0) score.

Stage II resulting scores per Proposal will be used when determining the successful Proponents for each Tier that will be invited to participate in Stage III below. Unsuccessful Proponents will not move forward to OTP Round Two (2) of the RFIDP.

3.4 Stage III – Innovative Dialogue Session – Already Completed

Stage III will consist of an evaluation and scoring of the Proponent's Outline Proposal Submission of each Eligible Proposal per Tier.

The objective of the dialogue session is to provide the evaluators with the opportunity to have discussions with the shortlisted Proponents who submitted an Outline Proposal and responses to the Technical Response with the goal of identifying and defining the means best suited to meet the Customers' needs. If the program or intervention has an online component, presentation/demonstration of this component may be required as part of the dialogue session.

Only proposals that have **passed** Stage I and Stage II of the evaluation process for each Tier will be invited to the Innovative Dialogue Session.

The Innovative Dialogue Session will include feedback and dialogue session between the evaluators and the Proponent in regard to the refinement of the solution with the goal of developing a viable, agreed upon solution. The Innovative Dialogue Session will take place in one (1) session for Tier 1, and one session for Tiers 2 and/or 3, and will conclude with the Proponent's Outline Proposal Submission.

The Dialogue Session can take between thirty (30) minutes and three (3) hours, but will not exceed three (3) hours, and will include the following:

- (a) A ten (10) minute Pitch from the Proponent based on the contents of the submitted outline proposal including alignment to the Deliverables.
- (b) High level pricing that includes the program structure, tools, materials, training and additional services.
- (c) Strategic Partnership considerations (e.g., research and innovation opportunities), if relevant.

(d) Feedback and Dialogue between the evaluators and the Proponent in regard to the refinement of the solution with the goal of developing a viable, agreed upon solution.

Only Proposals that meet or exceed the minimum threshold of fifty percent (50%) or one-hundred-and-fifty points (150) will receive a pass in this stage and be invited to participate in Stage IV – Final Proposal Submission of the evaluation process.

Point allocations for the Innovative Dialogue Session of each Tier for which the Proponent chooses to submit a Proposal are as follows:

Innovative Dialogue Sessions	RFIDP Weighting	Minimum Threshold, if any
Conceptual Presentation and Demonstration	300	150
TOTAL POINTS:	300	150

The Final Proposal Submission Template and Commercial Response Pricing Model will be provided to the shortlisted Proponents after the Innovative Dialogue Session.

Stage III resulting scores per Proposal will be used when determining the cumulative score per Tier as described below in Section 3.7.

3.5 The Stage IV – Final Proposal Submission

At the conclusion of Stage III – Innovative Dialogue Session, the shortlisted Proponents per Tier will then submit their Final Proposal Submission based on the Solution identified in Stage III – Innovative Dialogue Session.

The Proponent **must** provide and upload the following documents for each Tier by the Round Two (2) Final Proposal Submission Closing Date as defined in Section 4.1.1 – RFIDP Timetable in OTP to qualify and continue in this Stage IV of evaluation. The Proponent must also provide access to the proposed program or intervention solution for Evaluator review alongside their Final Proposal Submission.

Title	OTP Envelope
Final Proposal Submission	Technical
Appendix B – Commercial Response	Commercial

If the Proponent fails to insert information contained in the above forms, OECM may provide an opportunity to rectify such deficiency within a period of two (2) Business Days from notification, thereof. Only Proponents satisfying the identified deficiencies within the allotted time will proceed to Stage V. The minimum threshold for the Final Proposal Submission of each Tier for which the Proponent chooses to submit a Proposal is fifty percent (50%) or two-hundred-and-fifty points (250).

OTP Round Two (2)	RFIDP Weighting	Minimum Threshold, if any
Final Proposal Submission <ul style="list-style-type: none"> a) Implementation Plan and Dissemination Strategy b) Knowledge Transfer Strategy and Teacher Training Model c) Additional Products, Tools, and Services d) Privacy and Security Requirements 	500	250
TOTAL POINTS:	500	250

Stage IV resulting scores per Proposal will be used when determining the cumulative score per Tier as described below in Section 3.7.

3.6 Stage V – Commercial Response

The shortlisted Proponent **must** complete and upload Appendix B – Commercial Response, in Microsoft Excel format only, into the OTP Commercial Envelope for this stage of evaluation.

Upon the completion of Stage IV of the evaluation, the Commercial Response will be opened for all Eligible Proposals for each Tier.

Point allocations for the Commercial Response sections of each Tier for which the Proponent chooses to submit a Proposal are as follows:

Commercial Response Sections	Available Points
Core Reading Solution Components	200
Additional Value-Added Products and Services	Not Evaluated
TOTAL POINTS:	200

Detailed sub-point allocations are set out in the Appendix B – Commercial Response on OTP.

Rates will be evaluated using a relative formula. See example below:

<u>EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR CORE READING SOLUTION COMPONENTS</u>		
Proposed Rates	Calculation	Resulting Points
If Proponent 1 proposes the lowest Rate of \$100.00 for Core Reading Solution Components – Non-Digital Kit, it would receive 100% of the points allocated.	$\$100 \div \$100 \times 70 \text{ Points}$	70
If Proponent 2 proposes the second lowest Rate of \$200.00 for Core Reading Solution Components – Non-Digital Kit, it would receive 50% of the points allocated.	$\$100 \div \$200 \times 70 \text{ Points}$	35
If Proponent 3 proposes the third lowest Rate of \$400.00 for Core Reading Solution Components – Non-Digital Kit, it would receive 25% of the points allocated.	$\$100 \div \$400 \times 70 \text{ Points}$	17.5

Where \$0.00 is entered in any Rate cell, it is deemed to mean that the particular Service **will be provided to Customers at no additional cost**. Therefore, when evaluating and scoring the Rates, a Proposal specifying \$0.00 in a Rate cell in the Commercial Response shall receive the maximum point allocation for that particular Service. The remaining Proposals will be evaluated using a relative formula based on the remaining percentage of available points regardless of the Proposals of \$0.00 Rate as per the example below.

<u>EXAMPLE – WHERE FIVE (5) PROPOSALS WERE RECEIVED</u>		
Number of Proposals with a proposed Rate of \$0.00 for a particular Service	The number of remaining Proposals with a Service Rate greater than \$0.00	The percentage (%) of the Service sub-point allocation for the remaining Proposals will be:
1	4	80%
2	3	60%
3	2	40%
4	1	20%

Where N/A or not applicable is entered in a Commercial Response cell or a Commercial Response cell is left blank for the Service, it is deemed to mean that the particular Service will **not be provided** to Customers. Therefore, when evaluating and scoring the Rates, a Proposal specifying N/A or not applicable, or left blank in Appendix B – Commercial Response will receive a zero (0) point allocation for that particular pricing section.

Stage V resulting scores per Eligible Proposal will be used when determining the cumulative score per Tier as described below in Section 3.7.

3.7 Stage VI – Cumulative Score

At this stage, the scores from Stages III, IV and V will be combined for each Eligible Proposal per Tier.

Subject to the express and implied rights of OECM; the Proponents with the highest scoring Eligible Proposals per Tier or all Proponents may become the Preferred Proponents, and be invited to negotiations, as further described below.

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

3.8 Stage VII – Tie Break Process

At this stage, where two (2) or more of the highest scoring Eligible Proposals per Tier achieve a tie score on completion of the Stage VI, OECM may invite all Proponents to negotiations or break the tie by selecting the Proposal with the highest score in Stage V – Commercial Response.

3.9 Stage VIII – Negotiations

Concurrent negotiations, with the Preferred Proponents per Tier, will be based on the RFIDP Deliverables, and the Proposals, understanding that OECM is seeking the best overall solution and value for money for Customers.

The negotiations may include:

- (a) RFIDP Deliverables;
- (b) Master Agreement management (e.g., performance, KPIs, penalties, reporting);
- (c) Master Agreement terms and conditions;
- (d) Additional references, if required;
- (e) Rates; and,
- (f) Best and Final Offer.

OECM may also request supplementary information from a Preferred 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 Rates.

OECM intends to complete negotiations within fifteen (15) calendar days after notification. If, for any reason, OECM and a Preferred Proponent fail to reach an agreement within the aforementioned timeframe, OECM may:

- i. Request the Preferred Proponent to submit its Best and Final Offer;
- ii. Terminate negotiations with that particular Preferred Proponent;
- iii. Extend the negotiation timeline; or,
- iv. Publish one (1) or some of the Suppliers, who have executed Master Agreements, within our promotional marketing launch.

Other Master Agreements, if successfully negotiated with other Preferred Proponents would be added to OECM's website at a later date.

Upon successful negotiations, the Preferred Proponent will be invited to execute a Master Agreement.

3.10 Stage IX – Master Agreement Finalization

The Preferred Proponent will be given five (5) Business Days to execute the Master Agreement, unless otherwise specified by OECM. Once the Master Agreement has been executed, Customers may execute a CSA.

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

[End of Part 3]

PART 4 – TERMS AND CONDITIONS OF THE RFIDP PROCESS

4.1 General Information and Instructions

Procurement Process Non-Binding

This RFIDP process is non-binding, and it 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:

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

Non-Binding Rates

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

4.1.1 RFIDP Timetable

The following is a summary of the key dates for this RFIDP process. OTP Round 1 had already been completed:

RFIDP Timetable	
Event	Time/Date
OTP Round One (1) – Open to All Proponents	
OECM's Issue Date of RFIDP:	February 22nd, 2024
Proponent's Information and OTP Demonstration Session:	2:00 pm on February 27th, 2024
Proponent's Deadline to Submit Questions:	5:00 pm on March 05th, 2024
OECM's Deadline for Issuing Answers:	March 12th, 2024
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on March 15th, 2024
OECM's Deadline for Issuing Answers:	March 22nd, 2024
Closing Date for Outline Proposal Submission:	April 02nd, 2024

OTP Round Two (2) – By Invitation Only	
Innovative Dialogue Session for Tier 1:	Week of April 15th, 2024
Innovative Dialogue Session for Tiers 2 and 3:	Week of April 22nd, 2024
OECM provides Proponents with Final Submission Documents:	January 31 st , 2025
Closing Date for Final Proposal Submission:	2:00:00 pm on February 14 th , 2025
Anticipated Master Agreement Start Date:	May 2025

Note – all times specified in this RFIDP 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 Proponent may thereafter be subject to the extended timeline.

4.1.2 Proponent's Information and OTP Demonstration Session

The Proponent should participate in the Proponent's Information and OTP Demonstration Session, which will take place at the time set out in Section 4.1.1.

Prior to the Proponent's Information and OTP Demonstration Session, OECM will send a **Message** via OTP with the teleconference and webinar information to the Proponents who expressed interest on OTP.

The Proponent's Information and OTP Demonstration Session is an opportunity for the Proponent to enhance its understanding of the RFIDP process and to learn how to use OTP to submit its Proposal.

Any changes to the Proponent's Information and OTP Demonstration 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's Information and OTP Demonstration Session and the RFIDP, the RFIDP shall prevail.

The Proponent can contact OTP technical support directly for further assistance, using the contact details set out in Section 4.3.1.

4.1.3 Proponent to Follow Instructions

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

4.1.4 OECM's Information in RFIDP Only an Estimate

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

4.1.5 Proponent's Costs

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

- (a) The preparation, presentation, and demonstration during the innovative dialogue rounds and submission of its Proposal;
- (b) The Proponent's attendance at any meeting in related to the RFIDP process including any presentation, demonstration, and dialogue session in relation to the RFIDP process;
- (c) The conduct of any due diligence on its part, including any information gathering activity;
- (d) The preparation of the Proponent's own questions; and,
- (e) Any discussion and/or finalization, if any, in respect of the Form of Master Agreement.

4.2 Communication after RFIDP Issuance

4.2.1 Communication with OECM

All communications regarding any aspect of this RFIDP must be sent to OECM as a **Message** in OTP.

If the Proponent fails to comply with the requirement to direct all communications to OECM through OTP, it may be disqualified from this RFIDP 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 RFIDP:

- (a) Any employee or agent of OECM;
- (b) Any project advisor;
- (c) Any member of OECM's governing body (such as its Board of Directors, or advisors);
- (d) Any employee, consultant or agent of OECM's Customers; and,
- (e) Any elected official of any level of government, including any advisor to any elected official.

4.2.2 Proponent to Review RFIDP

The Proponent shall promptly examine this RFIDP and all Appendices, including the Form of Master Agreement and:

- (a) Shall report any errors, omissions or ambiguities; and,
- (b) May direct questions or seek additional information on or before the Proponent's Deadline to Submit Questions to OECM.

All questions submitted by Proponents shall be deemed to be received once the **Message** has entered into OECM's OTP inbox.

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

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

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

To ensure the Proponent clearly understands issued addenda, OECM allows Proponents to ask questions related to addenda, and question and answer documents. Refer to Section 4.1.1 for timelines.

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

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

4.2.3 Proponent's Intent to Submit Proposal

The Proponent should inform OECM, via OTP **Message**, by the date specified in the RFIDP Timetable noted in Section 4.1.1 of the RFIDP, if it intends to submit a Proposal in response to this RFIDP.

4.2.4 Proponent to Notify

In the event the Proponent has any reason to believe that an error, omission, uncertainty or ambiguity exists, resulting from the review of the RFIDP completed by the Proponent as required in Section 4.2.2, the Proponent must notify OECM through OTP prior to submitting a Proposal.

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

The Proponent shall not:

- (a) 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 RFIDP; and,
- (b) Claim that OECM is responsible for any of the circumstances listed in Section 4.2.2 of this RFIDP.

4.2.5 All New Information to Proponents by way of Addenda

This RFIDP may only be amended by an addendum in accordance with this Section 4.2.5.

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

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

Such addenda may contain important information including significant changes to this RFIDP. The Proponent is responsible for obtaining all addenda issued by OECM.

The Proponent who intends to respond to this RFIDP is requested not to cancel the receipt of addenda or amendments option provided by OTP, since it must obtain all information and 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.app.jaggaer.com/esop/nac-host/public/web/login.html>.

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

- (a) Email at etenderhelp_CA@jaggaer.com;

- (b) By phone at 866-722-7390; or,
- (c) Accessing website information at https://ontariotenders.app.jaggaer.com/esop/nac-host/public/attach/eTendering_responding_to_tender_guide.pdf.

To be considered in the RFIDP 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 RFIDP on the Closing Date.

A Proposal sent by, email, facsimile, mail and/or any other means other than stated in this RFIDP 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 RFIDP may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFIDP.

4.3.2 **Proposal in English**

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

4.3.3 **Proposal Submission Requirements**

The Proponent is solely responsible for submitting its Proposal on OTP prior to the Closing Date.

The Proposal should be submitted in accordance with the instructions set out on OTP and in this RFIDP as set out below.

Description	OTP Envelope	Complete within OTP	Complete and Upload to OTP
Round One (1) – Already Completed			
Qualification Response	Qualification	✓	
Technical Response	Technical	✓	
Round Two (2)			
Final Proposal Submission	Technical	✓	
Appendix B – Commercial Response (in Microsoft Excel format only)	Commercial		✓
Appendix G – OEM Undertaking/OEM Authorized Reseller Letter	Qualification		✓

4.3.4 **Other Proposal Considerations**

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

- (a) Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored;

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

4.3.5 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.

4.3.6 Withdrawal of Proposal

A Proponent may withdraw its Proposal by deleting its submission on OTP before the Closing Date or at any time throughout the RFIDP process until the execution of a Master Agreement. To withdraw a Proposal after the Closing Date, the Proponent should send a **Message** to OECM through OTP.

4.3.7 Amendment of Proposal on OTP

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

4.3.8 Completeness of Proposal

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

4.3.9 Proposals Retained by OECM

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

4.3.10 Acceptance of RFIDP

By submitting a Proposal, a Proponent agrees to accept the terms and conditions contained in this RFIDP, and all representations, terms, and conditions contained in its Proposal.

4.3.11 Amendments to RFIDP

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

4.3.12 Proposals will not be Opened Publicly

The Proponent is advised that there will not be a public opening of this RFIDP. OECM will open Proposals at a time subsequent to the Closing Date.

4.3.13 Clarification of Proposals

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

OECM will exercise this right in a similar manner for all Proponents.

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.

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

4.3.14 Verification of Information

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

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

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

4.3.15 Proposal Acceptance

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

4.3.16 RFIDP Incorporated into Proposal

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

4.3.17 Exclusivity of Contract

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

4.3.18 Substantial Compliance

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

4.3.19 No Publicity or Promotion

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFIDP or otherwise promote itself in connection with this RFIDP or any arrangement entered into under this RFIDP 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 RFIDP, 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, Timelines, Notification and Debriefing

4.4.1 Negotiations with Preferred Proponent

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

The Preferred Proponent shall execute the Master Agreement in the form attached to this RFIDP with negotiated changes, if any, and satisfy any other applicable conditions of this RFIDP within twenty (20) days of OECM's invitation to enter into negotiations. This provision is solely to the benefit of OECM and may be waived by OECM at its sole discretion.

If the Preferred Proponent and OECM cannot execute the Master Agreement within the allotted twenty (20) days, OECM will, as described in Section 3.7 and 3.8, be at liberty to extend the timeline, request the Preferred Proponent to submit its Best and Final Offer, terminate discussions/negotiations with the Preferred Proponent, or publish one (1) or some of the Suppliers, who have executed Master Agreements within OECM's promotional marketing launch. Other Master Agreements, if successfully negotiated with other Preferred Proponents would be added to OECM's website at a later date.

4.4.2 Failure to Execute a Master Agreement

When the Preferred Proponent successfully reaches an agreement with OECM at the end of the negotiation process in accordance with the evaluation set out in this RFIDP, the Preferred Proponent will be allotted five (5) Business Days to execute the Master Agreement unless otherwise specified by OECM.

If the Preferred Proponent cannot execute the Master Agreement within the allotted timeframe, OECM may rescind the invitation to execute a Master Agreement or publish one (1) or some of the Suppliers, who have executed Master Agreements within OECM's promotional marketing launch. Other Master Agreements, if successfully negotiated with other Preferred Proponents would be added to OECM's website at a later date.

In accordance with the process rules in this Part 4 – Terms and Conditions of the RFIDP Process, there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement.

4.4.3 Master Agreement

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

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

4.4.4 Notification to Other Proponents

Once the Master Agreement is executed, other Proponents will be notified directly in writing and shall be notified by public posting in the same manner that the RFIDP was originally posted of the outcome of the procurement process and the award of the contract.

4.4.5 Debriefing

Any Proponent may request a debriefing after receipt of a notification of award. All requests must be in writing to OECM and should 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 the Proponent wishes to review the decision of OECM in respect of any material aspect of the RFIDP process, and subject to having attended a debriefing, the Proponent shall submit a protest in writing to OECM within ten (10) days from such a debriefing.

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

A protest in writing should include the following:

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

For the purpose of a protest, OECM will review and address any protest in a timely and appropriate manner. OECM will engage an independent and impartial third party should the need arise.

4.5 Prohibited Communications, and Confidential Information

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 RFIDP or the acceptance of any Proposal:

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

4.5.2 Confidential Information of the Proponent

Except as provided for otherwise in this RFIDP, 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 or is required to be disclosed in accordance with Applicable Laws.

During any part of this RFIDP 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 RFIDP 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 RFIDP 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:

- (a) 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 Solutions 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 4.5;
- (b) 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 Solutions and to confirm that the work performed is consistent with these qualifications; and,
- (c) 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 the Proponent. 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 Customers. 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 RFIDP, the Proponent agrees 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 Municipal Freedom of Information and Protection of Privacy Act

The the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M. 56* applies to information provided by the Proponent. 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 Customers. 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 RFIDP, the Proponent agrees to the use of such information for the evaluation process, for any audit of this procurement process, and for contract management purposes.

4.5.8 Intellectual Property

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

4.6 Reserved Rights and Governing Law of OECM

4.6.1 General

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

- (a) Make public the names of any or all Proponents;
- (b) Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information, if accepted, into the Proposal, at OECM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- (c) Waive formalities and accept Proposals that substantially comply with the requirements of this RFIDP;
- (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) With supporting evidence, disqualify any Proponent on grounds such as:
 - i. Bankruptcy or insolvency;
 - ii. False declarations;
 - iii. Significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior agreement or agreements;
 - iv. Final judgments in respect of serious crimes or other serious offence; or,
 - v. Professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent;
- (g) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- (h) Disqualify any Proponent whose Proposal is determined by OECM to be non-compliant with the requirements of this RFIDP;
- (i) Disqualify a Proposal based upon the past performance or on inappropriate conduct in a prior procurement process, or where the Proponent has or the principals of a Proponent have previously breached an agreement with OECM, or has otherwise failed to perform such agreement to the reasonable satisfaction of OECM (i.e., has not submitted required reporting and/or Cost Recovery Fees to OECM);
- (j) Disqualify any Proponent, who, in relation to this RFIDP or the evaluation and selection process, has engaged directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the Supplier;
- (k) Disqualify the Proponent who has been charged or convicted of an offence in respect of an agreement with OECM, or who has, in the opinion of OECM, engaged in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion, unethical conduct, including lobbying as described above or other forms of deceitfulness, or other inappropriate communications offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of OECM, or where 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;
- (l) Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFIDP, 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;

- (m) Make changes, including substantial changes, to this RFIDP provided that those changes are issued by way of addenda in the manner set out in this RFIDP;
- (n) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (o) Reject a Subcontractor proposed by a Proponent within a Consortium;
- (p) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;
- (q) Cancel this RFIDP process at any stage and issue a new RFIDP for the same or similar requirements, including where:
 - i. OECM determines it would be in the best interest of OECM not to award a Master Agreement,
 - ii. the Proposal prices exceed the bid prices received by OECM for Solutions acquired of a similar nature and previously done work,
 - iii. the Proposal prices exceed the costs OECM or its Customers would incur by doing the work, or most of the work, with its own resources,
 - iv. the Proposal prices exceed the funds available for the Solutions, or,
 - v. the funding for the acquisition of the proposed Solutions has been revoked, modified, or has not been approved,

and where OECM cancels this RFIDP, OECM may do so without providing reasons, and OECM may thereafter issue a new Request for Innovative Dialogue Proposals, request for qualifications, sole source, or do nothing;

- (r) Discuss with any Proponent different or additional terms to those contained in this RFIDP or in any Proposal;
- (s) Accept any Proposal in whole or in part;
- (t) If OECM receives a Proposal from a Proponent with Rates that are abnormally lower than the Rates in other Proposals, OECM may verify with the Proponent that the Proponent satisfies the conditions for participation and is capable of fulfilling the Master Agreement; or,
- (u) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM and/or its Customers or is otherwise engaged in a dispute with OECM and/or its Customers;

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 RFIDP.

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

4.6.2 Rights of OECM – Proponent

In the event that the Preferred Proponent fails or refuses to execute the Master Agreement within allotted time from being notified, OECM may, in its sole discretion:

- (a) Extend the period for concluding the Master Agreement, provided that if substantial progress, as determined solely by OECM, towards executing the Master Agreement is not achieved within a reasonable period of time from such extension, OECM may, in its sole discretion, terminate the discussions;
- (b) 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; or,

(c) Exercise any other applicable right set out in this RFIDP including, but not limited to, cancelling the RFIDP and issuing a new RFIDP for the same or similar Solutions.

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

4.6.3 No Liability

The Proponent agrees that:

- (a) Any action or proceeding relating to this RFIDP 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;
- (b) It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFIDP process on any jurisdictional basis; and,
- (c) 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 RFIDP.

The Proponent further agrees that if OECM commits a material breach of OECM's obligations pursuant to this RFIDP, 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 RFIDP, which does not constitute a material breach thereof. The Proponent acknowledges and agrees that the provisions of the *Broader Public Sector Accountability Act, 2010* shall apply notwithstanding anything contained herein.

4.6.4 Assignment

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

4.6.5 Entire RFIDP

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

4.6.6 Priority of Documents

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

4.6.7 Disqualification for Misrepresentation

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

4.6.8 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 Customers.

4.6.9 Cancellation

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

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

4.6.11 Trade Agreements

The Proponent should note that procurements coming within the scope of either Chapter 5 of the Canadian Free Trade Agreement, Chapter 19 of the Comprehensive Economic and Trade Agreement ("CETA") 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 RFIDP.

For more information, refer to the following:

- (a) Canadian Free Trade Agreement website at <https://www.cfta-alec.ca/>;
- (b) Trade and Cooperation Agreement between Quebec and Ontario at <https://www.cfta-alec.ca/agreement/trade-and-cooperation-agreement-between-quebec-and-ontario>; and,
- (c) Comprehensive Economic and Trade Agreement at <http://www.international.gc.ca/gac-amc/campaign-campagne/ceta-aecg/index.aspx?lang=eng>.

4.6.12 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 Customer is located and the federal laws of Canada applicable therein.

[End of Part 4]

APPENDIX A – FORM OF MASTER AGREEMENT

This Appendix is posted as a separate PDF document.

APPENDIX B – COMMERCIAL RESPONSE

The Proponent must complete this Appendix, posted as a separate Microsoft Excel document, and upload it into OTP.

The Proponent may not make any changes to any of the RFIDP forms, including Appendix B – Commercial Response. Any Proposal containing any such changes, whether on the face of the form or elsewhere in the Proposal, may be disqualified.

APPENDIX C – SUPPLIER REPORTING REQUIREMENTS

Once CSAs have been executed, the Supplier must provide the following reports to OECM for the Term. Reports shall be submitted via email in Microsoft Excel format according to the frequency set out below.

Supplier Reporting Requirements			
Sales Reporting	Frequency	Due Date	
Sales Reporting including, but not limited to:			
<ul style="list-style-type: none"> (a) Customer's name; (b) Invoice number and date; (c) Solution, Services and Products provided; (d) Quantity invoiced; (e) Rate and total Rate; and, (f) Cost Recovery Fee. 	Monthly	8th Business Day following each Calendar Quarter	
Performance Reporting	Frequency	Due Date	
<ul style="list-style-type: none"> (a) Key Performance Indicators ("KPIs") Report - As set out in Appendix D – Supplier Performance Management Scorecard. (b) Performance results specific to Customer's KPIs. 	Quarterly (calendar)	8th Business Day following each Calendar Quarter	
CSA Reporting	Due Date		
<ul style="list-style-type: none"> (a) Provide a copy of each fully executed CSA 	Within thirty (30) days of CSA execution		
Other Reporting			
May include:			
<ul style="list-style-type: none"> (a) Sales Forecasting Reports; <ul style="list-style-type: none"> i. By November 15 – for the next calendar year; ii. By March 15 – for April to December, if the forecast in (a) above has changed; and, iii. By July 15 – for August to December, if the forecast in (b) above has changed. (b) Specific Customer Reports, as requested (e.g., purchase orders and invoices) (c) OECM Ad Hoc Reports - As requested and mutually agreed upon 			

Final reporting requirements will be determined during negotiations.

APPENDIX D – SUPPLIER PERFORMANCE MANAGEMENT SCORECARD

Master Agreement performance means the Supplier aligns with OECM's three (3) pillars of Savings, Choice and Service, supporting the growth of the Master Agreement among Customers, and providing quality products and Solutions at competitive Rates.

Supplier performance means the Supplier meets or exceeds the performance requirements described below and adheres to all the other contractual requirements.

As part of OECM's efforts to provide greater value to Customers, OECM has implemented a Supplier Recognition Program ("SRP"). Through the SRP, OECM will objectively assess Supplier's performance using an open, fair and transparent framework to recognize and reward top-performing Suppliers on an annual basis.

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

- (a) On time delivery of high-quality Resources at the Master Agreement Rates or lower;
- (b) Customer satisfaction;
- (c) On-time Master Agreement activity reporting to OECM;
- (d) On-time Cost Recovery Fee remittance; and,
- (e) Continuous improvement.

Reporting, as described in Appendix C – Supplier's Reporting Requirements is mandatory for the Supplier to submit as they provide evidence and justification of adherence to the Master Agreement. Through consolidation of reporting information, OECM provides Customers a thorough understanding of the Supplier's performance aiding the adoption of the Master Agreement.

By providing the reports, OECM is able to analyze and maintain the integrity of the Supplier's performance.

Failure, by the Supplier, to provide accurate reports by the due dates set out in Appendix C – Supplier Reporting Requirements may be deemed poor performance and will reflect on the Supplier's Performance Management Scorecard and SRP results.

During the Term of the Master Agreement, the Supplier shall collect and report the agreed upon results of the performance measures as requested by OECM. The Performance Management Scorecard and other performance indicators will be used to measure the Supplier's performance throughout the Term of the Master Agreement, ensuring Customers receive appropriate Solutions on time. The Supplier's performance score will be considered when OECM contemplates Master Agreement decisions such as:

- (a) The approval or rejection, in whole or in part, of the Supplier's Rate refresh requests;
- (b) The approval or rejection of the Supplier's request to add other related Resources to the Master Agreement;
- (c) Master Agreement extensions; and,
- (d) Master Agreement termination.

The Supplier shall maintain accurate records to facilitate the required performance management reporting requirements related to OECM and Customer KPIs.

During the business review, OECM will review the KPIs with the Supplier. The KPIs include but are not limited to the following:

Supplier Provided Customer Performance Measures		
Key Performance Indicator	Performance Measurement	Performance Goal
Account Executive Response Time	One (1) Business Day	98% of the time
Students' Improvement	To be mutually agreed upon with the Proponent	
Customer Confidence and Satisfaction	To be mutually agreed upon with the Proponent	
Online Component Service Availability, if applicable to the Solution	Overall availability of the Service	99% minimum
Technical Support Response Time, if applicable to the Solution	One (1) Business Day	98% of the time
Technical Resolution Time, if applicable to the Solution	Time to restore the functionality of online components	One (1) hour, 98% of the time
Online Component Downtime, Unscheduled, if applicable to the Solution	The amount of time that the online component has an unscheduled downtime	No more than one (1) hour per month

OECM Evaluation of Supplier's Performances		
Key Performance Indicator	Performance Measurement	Performance Goal
One Time Spend Report Submissions	On time	98% of the time
On time submission of executed CSAs received within thirty (30) days of execution	On time	98% of the time
On time CRF payment remittance	Day of	98% of the time
Response time to OECM inquiries	One (1) Business Day	98% of the time

Other KPIs, as mutually agreed upon between the Supplier and OECM, may be added during the Term of the Master Agreement.

Customer may, when executing a Customer-Supplier Agreement, seek other KPIs.

Penalties and Rewards

The Supplier shall be responsible for all liquidated damages incurred by the Customers as a result of the Supplier's failure to perform according to the Master Agreement and/or Customer-Supplier Agreement. Additional penalties for failure to meet or rewards for exceeding the Master Agreement and/or Customer-Supplier Agreement requirements may be mutually agreed upon between the Customer and the Supplier, at the time of Customer-Supplier Agreement execution. Any penalty and/or reward shall be reported to OECM.

APPENDIX E – OECM'S SUPPLIER CODE OF CONDUCT

The Supplier will take every measure to comply with OECM's Supplier Code of Conduct ("SCC") principles set out below and to adopt behaviours and practices that are in alignment with these principles or those of OECM's Customers as mutually agreed upon between the Customer and Supplier. OECM's core values of collaboration, responsiveness, integrity, innovation and respect are in alignment with and entrenched within the key principles of the SCC. The SCC applies to the Supplier's owners, employees, agents, partners and subcontractors who provide Solutions to OECM and/or Customers.

The Supplier will manage their operations according to the most stringent standards of ethical business, integrity and equity. The Supplier must therefore:

- (a) Refrain from engaging in any form of non-competitive or corrupt practice, including collusion, unethical bidding practices, extortion, bribery and fraud;
- (b) Ensure that responsible business practices are used, including ensuring that business continuity and disaster recovery plans are developed, maintained and tested in accordance with applicable regulatory, contractual and service level requirements, and that healthy and safe workplaces that comply with relevant health and safety laws are provided;
- (c) Ensure the protection of the confidential and personal information they receive from OECM, and only use this information as part of their business relations with OECM;
- (d) Comply with intellectual property rights relating to the Solutions provided to OECM and its Customers;
- (e) Never place an OECM employee in a situation that could compromise his/her ethical behaviour or integrity or create a conflict of interest;
- (f) Divulge all actual and potential conflicts of interest to OECM; and,
- (g) Disclose to OECM any behaviour deemed unethical on the part of an OECM employee.

Also, the Supplier shall:

- (a) Comply with all foreign and domestic applicable federal/provincial/municipal laws and regulations including, but not limited to the environment, health and safety, labour and employment, human rights and product safety and anti-corruption laws, trade agreements, conventions, standards, and guidelines, where the products or Solutions are provided to OECM Customers. Fair competition is to be practised in accordance with applicable laws. All business activities and commercial decisions that restrict competition or may be deemed to be uncompetitive are to be avoided;
- (b) Not try to gain improper advantage or engage in preferential treatment with OECM employees and Customers. The Supplier must avoid situations that may adversely influence their business relationship with OECM or can be directly or indirectly perceived as a conflict of interest and interfere with the provision of the Solutions to OECM or its Customers. The Supplier must disclose any actual or potential conflicts of interest promptly to OECM;
- (c) Never offer to OECM staff bribes, payments, gifts of entertainment or any type of transactions, inducements, Solutions, discounts and/or benefits that may compromise or appear to compromise an OECM's employees' ability to make business decisions in the best interest of OECM and its Customers. If a Supplier is unsure whether a gift or entertainment offer to an OECM employee complies with OECM's SCC, the Supplier should consult with the intended recipient's manager;
- (d) Not engage in any improper conduct to gain influence or competitive advantage especially that which would put OECM or its Customers at risk of violating anti-bribery and/or anti-corruption laws. The Supplier must ensure that the requirements of all these applicable laws are met, and not engage in any form of corrupt practices including extortion, fraud or bribery;
- (e) Ensure that any outsourcing and/or subcontracting used to fulfill Solutions are identified and approved by the Customer and monitored to ensure compliancy with contractual obligations and adherence to OECM's SCC. Supplier's employees, subcontractors and other service providers must adhere to the requirements of the SCC, which must be made available as necessary. The Supplier must also ensure that its subcontractors and other

service providers are paid properly and promptly to avoid any disruption in the provision of Solutions by the Supplier to OECM or its Customers;

(f) Maintain workplace professionalism and respect for the dignity of all employees, Customers, and individuals. The Supplier must never exercise, tolerate or condone harassment, discrimination, violence, retaliation and/or any other inappropriate behaviour;

(g) Abide by applicable employment standards, labour, non-discrimination and human rights legislation. Where laws do not prohibit discrimination, or where they allow for differential treatment, the expectation of the Supplier is to be committed to non-discrimination principles and not to operate in an unfair manner. The Supplier must be able to demonstrate that their workplaces operate under the following principles:

- i. Child or forced labour is not accepted;
- ii. Discrimination and harassment are prohibited, including discrimination or harassment based on any characteristic protected by law;
- iii. Employees are free to raise concerns and speak up without fear of reprisal;
- iv. Appropriate and reasonable background screenings, including investigations for prior criminal activity, have been completed to ensure integrity and character of the Supplier's employees; and,
- v. Clear and uniformly applied employment standards are used that meet or exceed legal and regulatory requirements;

(h) Provide healthy and safe workplaces for their employees. These workplaces must comply with applicable health and safety laws, statutes and regulations to ensure a safe and healthy work environment. Employers must also ensure that their employees are properly trained and that they have easy access to information and instructions pertaining to health and safety practices; and,

(i) Give high priority to environmental issues and implement initiatives to foster sound environmental management through practices that prevent pollution and preserve resources. The Supplier must conduct business in an environmentally responsible and sustainable manner. The Supplier must comply with all applicable environmental laws, statutes and regulations, including, but not limited to, waste disposal (proper handling of toxic and hazardous waste), air emissions and pollution, to ensure that they meet all legal requirements and strive to prevent or mitigate adverse effects on the environment with a long-term objective of continual improvement.

The Supplier is expected to:

- (a) Abide by OECM's SCC;
- (b) Report violations of the SCC or identify any Customer requests that might constitute violations; and,
- (c) Cooperate and collaborate with OECM and bring about the resolution of SCC compliance issues.

Compliance with SCC principles is a criterion that is taken into consideration in OECM's supplier selection process and ongoing performance and relationship management.

The practices adopted by the Supplier must be verifiable. Such verification may be conducted by way of a Supplier's self-evaluation and/or an audit completed by OECM at its discretion. The Supplier must provide, upon request, OECM with documents attesting to their compliance with the SCC.

In addition, OECM may elect to visit the Suppliers' facilities if OECM so chooses. Appropriate notice will be provided to the Supplier. Whenever a situation of non-compliance is identified, OECM will endeavor to work with the Supplier in order to develop a corrective plan to resolve the non-compliant issues in a timely manner.

Failure to comply with OECM's SCC may result in termination of this Master Agreement.

For more information, visit OECM's website at <https://oecm.ca/suppliers/#code-of-conduct>.

APPENDIX F – OECM SCHOOL BOARD, COLLEGE AND UNIVERSITY CUSTOMERS IN ONTARIO

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

APPENDIX G – OEM UNDERTAKING/OEM AUTHORIZED RESELLER LETTER

The Proponent must complete this Appendix, posted as a separate PDF document, and upload it into OTP if applicable.