

## ELECTRONIC RESEARCH ADMINISTRATION SYSTEMS AND RELATED SERVICES

### REQUEST FOR PROPOSALS # 2023-449

Request for Proposals Timetable	
Event	Time/Date
Issue Date of Request for Proposals:	June 26, 2024
Proponent's Information and Ontario Tenders Portal Demonstration Session:	11:00 am on July 2, 2024
Proponent's Deadline to Submit Questions:	5:00 pm on July 5, 2024
Issuer's Deadline for Issuing Answers:	July 12, 2024
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on July 17, 2024
Issuer's Deadline for Issuing Final Documents:	July 24, 2024
Closing Date:	2:00:00 pm on August 2, 2024
Anticipated Date for Demonstration Session:	August 2024
Anticipated Term Sheet Start Date:	September 2024
Anticipated Master Agreement(s) Start Date for each GPO:	November 2024
All times specified in this timetable are local times in Toronto, Ontario, Canada	

The issuer should 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 Proposals (“RFP”) is an invitation to obtain Proposals from qualified Proponents for Electronic Research Administration Systems (“eRAS”) and Related Services (“Services”) as described in Part 2 – The Deliverables.

The Group Purchasing Organizations (“GPOs”), comprised of Ontario Education Collaborative Marketplace (“OECM”), BCNET, Cybera, and Interuniversity Services Incorporated (“ISI”) intend to award one (1) or more Master Agreements, with an initial Term of the Master Agreement (“Term”) of five (5) years with an option in favour of the GPOs to extend the Term on the same Terms and Conditions for up to two (2) additional terms of five (5) years each.

This RFP is issued by OECM (“the issuer”).

### 1.1     **Objective of this RFP**

The objective of this RFP is to:

- Establish a list of pre-qualified, quality Suppliers able to provide eRAS and Services to Customer/Members;
- (a) Provide eRAS software systems that fulfill the needs of the Customer/Members as it relates to services such as configuration, implementation, transition, integration, and support;
- (b) Provide a secured eRAS compliant with the Canadian federal and provincial complete privacy and security requirements;
- (c) Provide Customer/Members with high-quality Services, demonstrating value for money;
- (d) Provide Customer/Members with well-defined project management support;
- (e) Provide Customer/Members with professional and responsive Customer/Member support and account management; and,
- (f) Reduce the costs of competitive procurement processes associated with the eRAS software on an ongoing basis (i.e., fewer competitive procurement documents issued by Customer/Members).

### 1.2     **Supplier Experience and Qualifications**

The Supplier should possess appropriate experience, qualifications, and demonstrated knowledge relative to the Canadian requirements in this RFP including, but not limited to:

- (a) Configurable eRAS;
- (b) Implementation Services;
- (c) Transition Services;
- (d) Integration Services;
- (e) Training Services;
- (f) Customer/Member Support Services;
- (g) Compliance with Canadian federal and provincial privacy and security needs; and,
- (h) Project Management Services.

### **1.3 Authorized Reseller**

The Proponent should be the Original Equipment Manufacturer (“OEM”) or an Authorized OEM Reseller of the Deliverables, and shall provide the appropriate eRAS software with associated skills, experience and knowledge to fulfill RFP requirements.

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

The Supplier’s reseller status should be maintained throughout the Term, with any changes of status to be communicated to the GPOs within thirty (30) days of such change.

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

Each Proposal and Appendix C – OEM Authorized Reseller Letter should represent one (1) OEM only.

### **1.4 Minimum Privacy and Security Requirements**

The Proponent must possess/comply with the following minimum Privacy and Security requirements in order to submit a Proposal in response to this RFP.

The Proponent should:

- (a) Comply with applicable Canadian federal and provincial privacy and security and other applicable laws/legislation;
- (b) Only collect personal information as defined in the applicable agreements for each GPO and authorized by the Customer/Member;
- (c) Provide data residency and backup within Canada;
- (d) Support Role-Based Access Control (“RBAC”) for end-users and administrators;
- (e) Perform regular Privacy Impact Assessment (“PIA”) and Threat Risk Assessment (“TRA”); and
- (f) Have a documented Business Continuity Plan (“BCP”) and Disaster Recovery plan (“DRP”).

### **1.5 Project Background**

The eRAS project has been proposed to OECM via the intake process as a new project and presented itself in an innovative fashion, bringing the opportunity for OECM to work collaboratively with other Group Purchase Organizations (“GPOs”) across Canada, expanding its reach to organizations in different provinces like British Columbia (“BC”), Nova Scotia (“NS”), and Alberta (“AB”), by managing a nationwide project to fulfill the needs of multiple research universities in the country. Three (3) GPOs have been collaboratively working with OECM in this initiative:

- (a) BCNET, from BC;
- (b) Cybera, from AB; and,
- (c) Interuniversity Services Incorporated (“ISI”), representing the four (4) Atlantic provinces.

Each institution has collaborated, gathered information from the respective provinces’ Customer/Member base and provided input regarding supplier discovery, information, and development to provide eRAS that fulfill the needs of the Customer/Members as it relates to configuration, implementation, transition, integration, training, support, and other related services.

### **1.5.1 Customer/Member Engagement**

The following Customer/Members were engaged with the development of the Deliverables set out in this RFP:

- (a) Ambrose University;

- (b) Athabasca University;
- (c) Carleton University;
- (d) Lakeland College;
- (e) MacEwan University;
- (f) Northern Ontario School of Medicine (“NOSM”) University;
- (g) Ontario College of Art and Design (“OCAD”) University;
- (h) Ontario Tech University;
- (i) Portage College;
- (j) Red Deer Polytechnic;
- (k) Trent University;
- (l) University of Guelph; and;
- (m) University of Waterloo.

The above Customer/Members are not, in any way, committed to participating in the Master Agreement resulting from this RFP.

## **1.6 Award Strategy**

The GPOs may, through this RFP process, enter into Master Agreements with one (1) or more Suppliers for the provision of the eRAS and Services.

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

Customer/Members of the GPOs may execute applicable agreements for each GPO with a Supplier as attached in Appendixes H to K – Form of Master Agreement of each GPO. Prior to executing a applicable agreements for each GPO, the Customer/Member 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/Member’s requirements and volumes) ensuring the additional terms and conditions are not in any way inconsistent with the Master Agreement agreed to by the GPOs and the Supplier.

The Supplier must provide a copy of every applicable agreement for each GPO to the respective GPO within thirty (30) days of execution.

### **1.6.1 No Contract until Execution of Written Master Agreement**

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

No legal relationship or obligation regarding the procurement of any Deliverables should be created between the Proponent, the GPOs by this RFP process until the successful completion of negotiation and execution of a written Master Agreement for the provision of the Deliverables has occurred.

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

### **1.6.2 Customer/Member’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 the GPOs, is the creation of the Master Agreement through the issuance of this RFP, 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/Member or by the GPOs on the Customer/Member's behalf and is focused on the Customer/Member's specific needs. Depending on the Customer/Member's internal policies, and potential dollar value of the Services a Customer/Member may:

- (a) Select a Supplier, obtain Rates, and sign applicable agreements for each GPO; or,
- (b) Seek Rates and other relevant Service information specific to a Customer/Member's organization (e.g., by issuing a non-binding request via a Second Stage tool (e.g., Request for Services ("RFS"), or Customer/Member's process (e.g., directly or via an online e-tendering platform)) from the Supplier for their specific Service requirements (e.g., reporting, Rates, invoicing). If selected by the Customer/Member, the Supplier should provide the Services in accordance with the specifications stated in the Master Agreement and in the Customer/Member's applicable agreements for each GPO.

When a Second Stage request is issued, which does not constitute a contract A, contract B situation, it will identify the required Services, or it may request the Supplier to propose appropriate Services to fulfill the Customer/Member's requirements and any other applicable information. The second stage process may be different for each GPO.

The Customer/Member may negotiate their unique requirements (e.g., reporting, Rates, the length of time the Rates remain firm, invoicing)] with the Supplier and mutually agree to additional terms and conditions 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 eRAS and Services (e.g., RFP Deliverables); and,
- (b) Final, net Rates. The Rates should be valid for a period of not less than ninety (90) days, or as requested by the Customer/Member. Limited time offer Rates and/or promotional Rates must be specified by the Supplier, if applicable to the specific Second Stage request.

#### **1.6.3 No Guarantee of Volume of Work or Exclusivity of Master Agreement**

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

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

The GPOs make 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. Customer/Members may contract with others for the same or similar Deliverables to those described in this RFP.

#### **1.7 Trade Agreements**

The GPOs' 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 should be governed by the specific terms of this RFP. 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 RFP should 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 RFP should 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”, should not be deemed limited by the specific enumeration of items but should, 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 RFP, general words introduced or followed by the word “other” or “including” or “in particular” should 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 RFP:
  - i. The terms “must” and “should” relate to a requirement the Supplier will be obligated to fulfil. Whenever the terms “must” or “should” are used in relation to the GPOs or the Supplier, such terms should be construed and interpreted as synonymous and should be construed to read “OECM should” or the “Supplier should”, as the case may be;
  - ii. The term “should” relates to a requirement that the GPOs 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 RFP, capitalized words and phrases have the meaning set out in Appendix K – OECM’s Form of Master Agreement attached to this RFP.

**“Acceptance Testing”** means any and all tests of all or part of the Deliverables to be carried out in accordance with the acceptance process set out in the Master Agreement and/or the Customer/Member-Supplier Agreement to determine if such Deliverables conform to the requirements, specifications, warranties and standards set out in or incorporated into the Contract;

**“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 eRAS and Services;

**“BCNET”** means the member centric, not for profit, shared services organization servicing British Columbia’s Higher Education and Research Organizations;

**“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 RFP 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 Services 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 services 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. in each province's respective time zone, as specified in the Customer/Member's applicable agreements for each GPO, or agreed to by the parties in writing, except when such a day is a public holiday, as defined in the applicable employment standards for the province;

**“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 RFP;

**“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/Member (other than confidential information which is disclosed to the Preferred Proponent in the normal course of the RFP) where the confidential information is relevant to the Deliverables required by the RFP, its pricing or the RFP evaluation process, 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 should:

- (a) Include:(i) all new information derived at any time from any such Confidential Information whether created by OECM, the Customer/Member, the Proponent or any third-party; (ii) all information (including Personal Information) that OECM or the Customer/Member is obliged, or has the discretion, not to disclose under provincial or federal legislation; and, (iii) pricing under this RFP;
- (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 should 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 RFP 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 RFP process; or (iii) engaging in conduct that compromises or could reasonably be seen to compromise the integrity of the open and competitive RFP 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 RFP. One (1) of the Consortium members should identify itself as the Proponent and assume full responsibility and liability for the work and actions of all Consortium members;

**“Customer/Member”** 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;

**“Cybera”** means Alberta’s research and education network facilitator, responsible for driving connections, collaborations and skills growth through the use of digital technology.

**“Deliverable”** means the eRAS and all Services 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 within scope of the resulting Master Agreement;

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

**“English”** means Canadian English language spoken and written in Canada;

**“eRAS”** means Electronic Research Administration System to be provided by the Supplier, under the Master Agreement and/or applicable agreements for each GPO, and includes updates, maintenance, support, and everything else that is necessary to be provided or by the Supplier for the eRAS to comply with the requirements of the Master Agreement and/or applicable agreements for each GPO;

**“French”** means Canadian French language spoken and written in Canada;

**“Go-Live”** means the eRAS have been configured to the Customer/Members’ satisfaction, passed the Acceptance Testing, and is available for use by Users without material deficiencies as per the agreed to Acceptance Testing criteria;

**“GPOs”** means the Group Purchase Organizations working collaboratively in this RFP (i.e., BCNET, Cybera, ISI, and OECM);

**“Hypercare Support Services”** means a Service (e.g., an elevated level of Support Services post implementation) provided by the Supplier for a minimum of sixty (60) days immediately following a Customer/Member’s Go-Live date to ensure seamless adoption of the new eRASs/Modules. Hypercare Support Services should address all issues related to both functional and technical, and all issues as

experienced by the Customer/Member (e.g., User experience, bug fixes, system performance related issues, timely responses to service tickets raised);

**“Implementation Date”** means the date the Customer/Member’s eRAS, which is the actual date on which the Customer/Member begins to receive the Deliverables, or such other date as may be determined by the Customer/Member;

**“Implementation Plan”** means the plan for the implementing the Deliverables, which plan should include, at a minimum, the information (such as the project plan, the proposed implementation approach, Acceptance Testing and training Services) and strategies (such as a data migration strategy and integration strategy) outlined in the Contract;

**“Integration Services”** means the range of services required to integrate the Customer/Member system files or systems with the eRAS;

**“Interuniversity Services Incorporated”** or **“ISI”** means; Atlantic Canadian not-for-profit company incorporated in 1984 by four independent universities. ISI currently provides selected central administrative services and collaborative procurement initiatives for nineteen-member institutions in Nova Scotia, New Brunswick, Prince Edward Island and Newfoundland/Labrador, thus reducing their overall operating costs, improving services and providing a framework for cooperation among the membership, while maintaining their independence. In addition, ISI share office resources with and provides administrative support to Novanet Inc. and Council on Admission and Transfer for Nova Scotia (“CATNS”).

**“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 the respective GPO based on the template attached as Appendixes H to K – Form of Master Agreement for each GPO 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;

**“Module”** means one (1) or more applications that together provide the functionalities related to the eRAS or other eRAS as described in this RFP;

**“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;

**“OECM”** or **“The issuer”** 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 RFP and may be amended from time to time in accordance with the terms of this RFP;

**“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/Member or created by the Proponent pursuant to the RFP;

**“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 RFP;

**“Professional Services”** means the Supplier’s expert IT resources who fulfills Customer/Member’s Service requirements as described in Part 2 of this RFP and/or the Customer/Member’s applicable agreements for each GPO;

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

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

**“Purchasing Card”** or **“P-Card”** means the corporate charge cards used by the Customer/Member, 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 eRAS and Services as set out in the Proponent’s submitted Appendix B - Commercial Response;

**“Release”** means any upgrades, updates, patch installations, modifications, refreshes, enhancements, additions, substitutions, workaround or fixes to software or equipment, or new versions of new or modified software components, which are tested and implemented by the Supplier and/or OEM for which the Supplier represents;

**“Request for Proposals”** or **“RFP”** means this Request for Proposals #2023-449 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 Services (“RFS”), or Customer/Member’s process (e.g., directly or via an online e.tendering platform) from a Customer/Member or from OECM on behalf of a Customer/Member, seeking Rates and relevant Services specific to a Customer/Member’s organization. The process may differ between the GPOs;

**“Service”** means all related service 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 should fall within the meaning of Supplier for the purposes of the Master Agreement as mutually agreed upon by the Customer/Member;

**“Supplier”** means a Preferred Proponent who has fully executed a Master Agreement with the GPOs 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 1.6 of this RFP;

**“Term Sheet”** means a non-binding national agreement outlining the basic terms and conditions of a potential business contract applicable to the GPOs. It serves as a preliminary document that highlights key points of an agreement, which can include terms related but not limited to Liability, Confidentiality, Rates applicable Legislations. It provides a framework for negotiation and helps the GPOs involved to understand the fundamental aspects of the proposed contract before drafting a final, legally binding Master Agreement(s);

**“Third-Party Applications”** or **“Third Party”** means any software/application other than the Supplier’s eRAS, including systems developed by external vendors and/or by the Customer/Members themselves;

**“Transition Out Period”** means the period of time prior to and/or after the Term during which the Supplier provides Transition Out Services;

**“Transition Out Services”** means the services provided by the Supplier to the Customer/Member, and to any designated replacement service provider or Supplier Subcontractor, to transition out of the Deliverables from the Supplier to the Customer/Member;

**“User”** means a variety of Customer/Member technical and functional staff person or contractor User (e.g., administrative, management, inquiry, employee self-service, Super User) who is licensed to use the eRAS in accordance with the role and permission assigned to them; and,

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

[End of Part 1A]

## PART 2 – THE DELIVERABLES

This Part of the RFP describes the eRAS and Services Deliverables which will be incorporated into the aforementioned final Master Agreements.

The GPOs expect that the Proponent has a clear and comprehensive understanding of the RFP (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 shall provide all RFP Deliverables.

### 2.1 Description of Deliverables

The Supplier is expected to provide eRAS and Services including, but not limited to:

- (a) Configurable cloud-based eRAS Software as a Service (“SaaS”) platform;
- (b) Implementation Services;
- (c) Transition Services;
- (d) Integration Services;
- (e) Training Services;
- (f) Monitoring Services;
- (g) Maintenance Services
- (h) Customer/Member Support Services;
- (i) Compliance with Canadian federal and provincial privacy and security needs; and,
- (j) Project Management Services.

### 2.2 Compliance

The Supplier should, for the Term of the Master Agreement, be in compliance with all applicable provincial and federal laws/regulations of Canada including, but not limited to:

#### 2.2.1 Common to all GPOs

- (a) General Data Protection Regulation;
- (b) Health and Information Protection Act, 2016 (HIPA);
- (c) Personal Health Information Protection Act (“PHIPA”);
- (d) Personal Information Protection and Electronic Documents Act (“PIPEDA”);
- (e) Security Alliance Security Trust and Assurance Registry (“STAR”) or any web-based compliance; and,
- (f) Web Content Accessibility Guidelines (“WCAG”) 2.0 and 2.1.

#### 2.2.2 British Columbia

- (a) WorkSafeBC (WCB) Clearance Workers Compensation Act Section 258
- (b) Provincial Tax Verification
- (c) Freedom of Information and Protection of Privacy Act (RSBC 1996, c 165)

### **2.2.3 Ontario**

- (a) Accessibility for Ontarians with Disabilities Act (“AODA”);
- (b) Freedom of Information and Protection of Privacy Act (“FIPPA”);
- (c) French Language Services Act;
- (d) Municipal Freedom of Information and Protection of Privacy Act (“MFIPPA”);
- (e) Occupational Health and Safety Act (Ontario);
- (f) Ontarians with Disabilities Act, 2001 (“ODA”);
- (g) Ontario Human Rights Code (“HRC”);
- (h) Pay Equity Act (Ontario).

Refer to Section 4.6.12 for more information related to Governing Law.

A Customer/Member will, when negotiating an applicable agreement for each GPO with a Supplier and throughout the applicable agreements for each GPO Term, ensure that the Supplier will also comply with the Customer/Member's established information security policies and controls for protecting sensitive data, without the need for significant workarounds or complexity. As part of that process, the Customer/Member may request a copy of the Supplier's most recent third-party audit results/certifications and/or a Threat Risk Assessment (“TRA”) report.

## **2.3 Privacy and Security**

The Supplier will be expected to meet and provide details how they meet privacy and security requirements, in addition to those set out in Part 1, including, but not limited to:

- (a) Having an individual responsible for privacy and security compliance within its organization;
- (b) Providing to Customer/Member, upon request, applicable policies and plans:
  - i. Privacy Policy (e.g., detailing the collection, use, disclosure, and retention of data);
  - ii. Disaster Recovery Plan (e.g., people, roles/responsibilities, backups, recovery infrastructure, steps involved, stakeholder communication, plan testing, version control, executive signoff);
  - iii. Business Continuity Plan (e.g., people, roles/responsibilities, backups, steps involved, stakeholder support and communication, plan testing, version control, executive signoff);
  - iv. Cyber Security Incident Response Plan (e.g., people, roles/responsibilities, backups, steps involved, stakeholder support and communication, plan testing, version control, executive signoff); and,
  - v. Privacy Breach Response Plan (e.g., people, roles/responsibilities, backups, steps involved, stakeholder support and communication, plan testing, version control, executive signoff).
- (c) Providing to Customer/Member, upon request, a copy of the Supplier's most recent Privacy Impact Assessment (“PIA”);
- (d) Providing multi-factor authentication access;
- (e) Providing evidence that Customer/Member requested data has been destructed appropriately;
- (f) Providing security log capabilities and maintaining such logs for at least one (1) year; and,
- (g) Ensuring the Supplier's staff are appropriately trained in privacy and security.

### **2.3.1 Cybersecurity Policy Framework**

The Supplier should ensure it has an established cybersecurity policy framework that conforms to industry practices such as:

- (a) National Institute of Standards and Technology (“NIST 2.0”);
- (b) International Standards Organization (“ISO”) 27001/27002 Information Security Management System/Information Security Controls;
- (c) Control Objectives for Information and Related Technologies (“COBIT”) Cybersecurity Framework;
- (d) Service Organization Control (“SOC”) II Type 2 Certification;
- (e) Center for Internet Security (“CIS”); or,
- (f) Information Security Forum (“ISF”).

### **2.3.2 Privacy Impact and Threat Risk Assessments**

The Supplier should conduct a PIA and TRA for each Customer/Member deploying the eRAS at no additional cost to the Customer/Member and within the time agreed to by the Customer/Member (e.g., annually).

Customers/Members should have the right to conduct their own PIA and TRA at any time during the Term of the Master Agreement or engage an independent third party to conduct such assessments. In the event of a privacy breach or threat, the Supplier will be responsible for resolution at no additional cost to the Customer/Member.

Data sensitivity will be ranked and have the appropriate security and controls implemented relative to the type of data as per the Customer/Member’s information security and privacy classification policy.

## **2.4 Language Requirements**

The Supplier should ensure the eRAS, Services, and all other Deliverables (e.g., screens, forms, fields/labels, toolbars, print products, documentation, reports, customer/member support, training, release notes, communication) are available in the Canadian research regulatory language context in French and English at no additional cost to the Customer/Member. Where a Customer/Member elects to change their language preference, the eRAS should have translated artifacts at the front-end of the eRAS including, but not limited to:

- (a) User interface text;
- (b) Predefined data;
- (c) Messages;
- (d) Notifications;
- (e) Menu paths;
- (f) Standard reports;
- (g) System logs;
- (h) Help and support;
- (i) Business intelligence catalog data; and,
- (j) Other User areas expected to be translated.

The Supplier should ensure the Customer/Member is able to display and allow Users to create, modify, store and retrieve content using the full character sets of both French and English languages and ensure proper data translation for French to English or English to French at the front-end of the eRAS.

The Supplier should ensure search and sort functionality using the full character sets of both French and English languages, including an ignore accents feature (e.g., à and â letters show as results of searching the letter a). Additionally, the User interfaces should allow for data entry and data transfer of extended Unicode character sets (e.g., French characters utilizing UTF-8).

The ability to change and toggle between language preferences should also be available in the eRAS at an End User level, so that a User may elect to have their preferred language in English and another User in French.

The selection of the Customer/Member's preferred language should also be available in all of the eRAS environments established (e.g., Production ("PROD"), User Acceptance Testing ("UAT"), Development ("DEV") and other environments established by the Customer/Member).

The Supplier should also ensure the eRAS provides the ability for a Customer/Member to enter User-defined translated texts, where permitted.

## **2.5 Data Residency and Tenancy eRAS**

The Supplier should ensure servers and backup servers are located on Canadian soil or in a country that is a party to the Comprehensive Economic and Trade Agreement ("CETA") in a secure data center. The Supplier should follow the PIPEDA requirements and adhere to encryption standards in that Act.

The Supplier should provide advice and recommendations to Customer/Members (e.g., the use of a single or multi-tenant solution) for their eRAS. As such, the Supplier should ensure the eRAS has the ability to support both a single and multi-tenant architecture.

## **2.6 eRAS General Features and Functionalities**

The Supplier's eRAS should provide Research Management Functionalities including, but not limited to:

- (a) Having the ability to manage all research information, such as tracking of researcher training records/certification, funding resources and amounts, resource management, publications, reporting, proposals, grants, awards, post awards, ethics (e.g., human ethics, animal ethics, biohazardous and radiation substances), biosafety and radiation safety, contract management, intellectual property, conflict of interest, security, and governance;
- (b) Having the ability to upload, download, send, receive, store, and manage research files in various formats such as Word, Excel, PDF, video, and images (e.g., contracts, certification, award letters, funding information, and notices);
- (c) Having the ability to extract and sort data on protocol data using various criteria (e.g., dates, deadlines, faculty, type, submission status, annual reports, and amendments);
- (d) Having the ability to track the progress milestones of research projects, including reporting milestones such as, spending and cyclical tracking activities e.g. funder reporting, how many faculty members and students were hired for the spring semester from the grant funds;
- (e) Having the ability to manage grant applications approvals (e.g., detailed content from award letters and links to award letters), and track funding disbursement;
- (f) Having the ability to track financial reporting expectations from external funders;
- (g) Having the ability to manage internal funding/grant application processes;
- (h) Having the ability to track funding that supports research materials, equipment, and supplies;
- (i) Having the ability to track key performance indicators (KPIs) and metrics to assess research performance;

- (j) Having the ability to track research activities and outcomes (beyond publications) such as academic, social, and economic outcomes;
- (k) Having the ability to generate manual and automatic e-mail communications and reminders for deadlines, expiry of compliance, disclosures, training, and those about to expire (e.g., protocols to be closed) using communication templates;
- (l) Having the ability to allow different role-based accesses according to the User profile (e.g., administrator, professor, researcher, student, external guest, graduate student);
- (m) Having the ability to provide Application Programming Interface ("API") for integration with internal (e.g., various modules) and external applications (e.g., PeopleSoft, Power BI, Ellucian Colleague, Banner, and Millennium FAST);
- (n) Having the ability to generate error messages (e.g., incomplete form, failure to submit);
- (o) Having the ability to extract data based on all data points (e.g., researcher, funding agencies, status, funding start and end dates, due dates, number of applications submitted and awarded, industry partners);
- (p) Having the ability to design, generate, and extract customizable reports;
- (q) Having the ability to provide tracking of workflow approvals to maintain process audits in the system;
- (r) Enabling accessibility through all modern web browsers in their current versions (e.g., Microsoft Edge, Google Chrome, Apple Safari, Firefox); and
- (s) Having the ability to configure the platform (e.g., colors, dashboards, fields, reports, filters, nomenclature, currency).

## 2.7 Implementation

The Supplier should provide Implementation Services in accordance with the mutually agreed upon Implementation Plan covering all project phases (e.g., initiation, planning, execution, closure, Acceptance Testing, training) including, but not limited to:

- (a) Project scope;
- (b) Data migration plan (i.e., importing and exporting);
- (c) Timelines;
- (d) Service Level Agreement ("SLA");
- (e) Acceptance Test Plan;
- (f) Tasks/milestones;
- (g) Best practices from successful implementations;
- (h) Lessons learned from all implementations; and
- (i) Professional Service requirements.

All Deliverables, including Professional Service resources, delivered and performed by the Supplier under the Implementation Plan should be included in the cost of fulfilling the Implementation Plan. No additional amount may be charged to the Customer/Member for those Services.

The Supplier should ensure Acceptance Testing is complete prior to the Go-Live date. The eRAS, accepted in accordance with the Acceptance Test, should be accessible and available for use by Users by no later than the Go-Live date.

In the event the Deliverables are not accepted, accessible, and available by the Customer/Member by the Go-Live date, the Customer/Member should have the right to terminate the applicable agreements for each GPO upon providing written notice to the Supplier without cost to, and without liability on the part of, the

Customer/Member, provided the Supplier's failure to have the Deliverables accepted, accessible and available for use by the Go-Live date was not caused solely by the Customer/Member.

### **2.7.1 Implementation Services**

The Supplier, recognizing Customer/Members will be at different stages of eRAS readiness, with budget, and resource capacity constraints, to provide Implementation Services including, but not limited to:

- (a) Discussing and agreeing with the Customer/Member's Implementation Plan well in advance of the Customer/Member's Go-Live date;
- (b) Providing project management Services based on best practice implementation methodologies;
- (c) Advising and providing strategic transformation services (e.g., assisting with defining the future state vision related to people, process and technology);
- (d) Providing expert Professional Services resources by leading Customer/Members through the entire implementation lifecycle for all related eRAS/Modules;
- (e) Leading and supporting the Customer/Member during all phases (e.g., analysis, design, build, testing, conversion, Acceptance Testing, production cutover and post Go-Live) activities;
- (f) Leading business process functional workshops and advising Customer/Members of options, risks, risk mitigation strategies, and impacts on other business processes or systems based on requirements gathering;
- (g) Providing recommendations on Customer/Member's as-is/current state versus future state business process changes;
- (h) Performing fit/gap analysis and impact assessments and provide recommendations where gaps are identified, as required;
- (i) Providing functional and technical testing activities (e.g., creation of test scripts and scenarios (to verify and test the system requirements, provide a sandbox environment for testing purposes, work in conjunction with Customer/Member related to User Acceptance Testing ("UAT") cycles) to confirm the eRAS meets the Customer/Member's requirements;
- (j) Providing Users functional and technical training and configuration Services including, but not limited to:
  - i. Setup of various environments;
  - ii. Functional and technical eRAS/Module setup;
  - iii. Security access setup (e.g., roles);
  - iv. System design;
  - v. Development;
  - vi. Stabilization; and,
  - vii. System optimization.
- (k) Providing data migration and conversion Services (e.g., documentation of Customer/Member's end-to-end conversion process (e.g., data migration strategy plan) including, but not limited to:
  - i. Activities/tasks related to the extraction, cleansing, transformation, loading of conversion data; and,
  - ii. Pre and post validation of Customer/Member's data source and target (e.g., source and target can be both internal and external parties).

- (l) Providing customized coding (e.g., business procedures and functions). Customized coding created for one (1) Customer/Member should be made available to all other Customer/Members at no additional cost to subsequent Customer/Members;
- (m) Creating future state business process documentation (e.g., compare current to future state changes, and create business process workflow documents and any associated forms as required);
- (n) Conducting PIA and TRA;
- (o) Providing data integration and validation Services (e.g., related to the integration of Customer/Member's legacy systems and integration to target eRAS/module for both inbound and outbound interfaces, with other third-party systems and data warehouse reporting environments);
- (p) Providing change management and communication plans;
- (q) Providing communication Services and a communication plan associated with impact of change management (e.g., creating content for End Users and/or third-party organizations);
- (r) Providing regular (e.g., weekly) status reports on progress, issues (e.g., high risk), changes to base line timelines; and,
- (s) Providing Hypercare Support Services and technical documentation as needed.

### **2.7.2 Deployment**

The Supplier should ensure seamless Deployment Services including, but not limited to:

#### **(a) General Deployment**

The Supplier will be expected work with the Customer/Member to develop a mutually agreed to project plan including, but not limited to:

- i. The project scope;
- ii. Timelines;
- iii. Tasks; and,
- iv. Rates based on defined Deliverables milestones and project penalties as agreed to by the Customer/Member.

This should include automated or scripted deployment for all components of the eRAS, applicable to the initial deployment of the eRAS and all its subsequent updates. The Supplier should avoid manual installation or configuration of components except where it is necessary, all the steps should be well documented.

Supplier should provide notification to Customer/Members on:

- i. Any new releases (e.g., major and minor updates);
- ii. Fixes/patches timely before release, except where there is a high-risk vulnerability to the eRAS and unless otherwise agreed to by the Customer/Member in writing. Supplier should provide Customer/Members with time to test any new releases prior to sign-off and should seek Customer/Member sign-off before updating the production environment.

The online system should enable the deployment of individual software tiers on separate hardware platforms as may be required to support scalability.

#### **(b) Release Deployment**

The Supplier should ensure the eRAS release deployment Services are provided to transfer releases from development to production and should include, but not be limited to:

- i. Package code for deployment;
- ii. Install code in non-production environment for System Integration Testing ("SIT") and Quality Assurance ("QA");
- iii. Plan, coordinate and communicate for the production and non-production outage window;
- iv. Create a Request for Change ("RFC") for the planned outage window;
- v. Transfer code to the production environment;
- vi. Install code in the production environment;
- vii. Verify that the newly released code is correctly deployed; and,
- viii. Consideration for the impact on the Customer/Member's business when scheduling the frequency of releases.

(c) **Patch Deployment**

The Supplier should ensure the eRAS's Patch Deployment Services provide the processes to make periodic updates to the application including, but not limited to:

- i. Scheduling periodic (e.g., normally bi-weekly) patches, and allowing time as agreed to with Customer/Members to test;
- ii. Emergency patches to fix critical business or security issues;
- iii. Communicating the schedule to the Customer/Member;
- iv. Packaging code for deployment;
- v. Install code in non-production environment for SIT and QA;
- vi. Transferring code to the production environment; and,
- vii. Verifying that the newly deployed code is correctly deployed.

**2.7.3 Importing Customer/Member Data**

The Supplier should ensure the eRAS allows for easy importing of Customer/Member's data in various file formats (e.g., doc, .docx, .ppt, .pptx, .xls, .xlsx, .csv, .pdf, .htm, .html, .xml, .tiff, .png, jpg, .txt) and through Optical Character Recognition ("OCR") to support Customer/Member's needs.

**2.7.4 Data Integrity**

The Supplier should ensure Data Integrity including, but not limited to:

- (a) Ensuring the eRAS deploys with no functional defects and minimal non-functional defects and ensure data accuracy, the data should be correct, accurate and should represent the value in a consistent form. Referential integrity should be enforced in the database, to prevent orphaned data. Data rules should be enforced by the eRAS including, but not limited to:
  - i. Enforce uniqueness for data that are required to be unique as per Customer/Member requirements;
  - ii. Ensure data is entered for mandatory data items; and,
  - iii. Validate data at point of data entry, based on validation rules specified by Customer/Member.

Once a data item or record is saved by the User, it should remain available in the eRAS (data durability).

- (b) Ensuring eRAS supports a commercial relational Database Management System that includes the following functionality, but not limited to:

- i. Supports structured and non-structured data;
- ii. Supports all data types;
- iii. Supports referential integrity;
- iv. Supports data persistence;
- v. Supports two-phase commit;
- vi. Provides access control (e.g., create, read, update and delete) to database tables;
- vii. Provides utilities for database backup, restore and reorganization;
- viii. Can restore databases back to a point in time; and,
- ix. Provides an automatic rollback for uncommitted database changes.

(c) The Supplier should ensure the eRAS adheres to the following requirements, but not limited to:

- i. No data stored by the application can be in an inconsistent state;
- ii. All data written to the database will be available after a restart;
- iii. A User cannot create orphaned row(s) when adding, changing or deleting data; and,
- iv. Database Referential Integrity must be maintained. A User cannot add a record to a table that contains a foreign key unless there is a corresponding record in the linked table.

#### **2.7.5 Post Go-Live**

The Supplier should provide functional and technical support Services post Go-Live in accordance with the Customer/Member's needs (e.g., configuration changes, integrations, customizations).

#### **2.7.6 Transition In and Transition Out Support Services**

Each Customer/Member owns their own data. As such, upon termination of the eRAS Master Agreement and/or applicable agreements for each GPO, the Supplier should as required by the Customer/Member and at no additional cost to the Customer/Member return and/or destroy all Customer/Member data and provide the Customer/Members with seamless transition support (e.g., integrating, communicating, data transfers) with minimal service disruption.

### **2.8 eRAS Reporting**

The Supplier should ensure the eRAS provides reporting capabilities:

- (a) Within the eRAS; and,
- (b) Exporting functionality to support Customer/Members other reporting needs.

#### **2.8.1 Reporting Within the eRAS**

The Supplier's should ensure the eRAS possesses robust reporting/analytics functionality including, but not limited to:

- (a) Having the ability for Customer/Members to configure/customize various reports;
- (b) Sharing reports to a central repository;
- (c) Specifying or defining recipient groups for reports;
- (d) Reporting at a User level and Customer/Member departmental level;
- (e) Providing standard reporting;

- (f) Providing integrated analytics and data visualization with flexible configuration to provide standard and ad-hoc reporting;
- (g) Providing robust management reporting capabilities (e.g., slicing data and presenting it in many different ways) based on Customer/Member defined indicators;
- (h) Producing standard regulatory reports;
- (i) Producing transaction audit reports to facilitate compliance processes; and,
- (j) Integrating with industry standard report writers for User-defined reports and queries and supports Customer/Member's existing reporting tools including but not limited to Cognos, Qlik, Power BI, and Microsoft Reporting Services.

#### **2.8.2 Exporting Customer/Member Data**

The Supplier should ensure the eRAS allows for easy exporting of Customer/Member's data in various file formats (e.g., doc, .docx, .ppt, .pptx, .xls, .xlsx, .csv, .pdf, .htm, .html, .xml, .tiff, .png, jpg, .txt) to support Customer/Member's needs.

While Customer/Members preference is integration, currently reports are used until such integration capabilities are available. Therefore, the Supplier should ensure Customers/Members are able to fulfill reporting requirements as requested.

#### **2.9 Professional Services**

The Customer/Member may require the Supplier to provide the Services off-site (i.e., remote) and/or on-site (e.g., at the Customer/Members' premises).

The Supplier should ensure sufficient dedicated Professional Services resources are available in French and English for key Professional Service roles to deliver the Services for multiple implementations occurring during the same period of time by different Customers/Members across the country.

The Supplier should not arbitrarily replace a Professional Service resource without the Customer/Member's prior approval. The Supplier should offer the Customer/Member another resource replacement if the resource is deemed unacceptable to the Customer/Member. In the event a Supplier's resource does not fulfill the requirements during the project, the Supplier should recommend a replacement resource and should receive the Customer/Member's approval prior to the effective date of such change. Any resource replacement should have the same level of knowledge, experience and skills, or greater, as described in this RFP and should be provided at the same Rate.

The Customer/Member may conduct interviews with the proposed resources, to verify the resources' skills and competencies to meet the expectations for the project/assignment requirement. The Customer/Member reserves the right to terminate the project if the Supplier's resource does not achieve the goals established for a project.

The Supplier's Professional Services resources should provide to the Customer/Member knowledge transfer (i.e. transmission of knowledge (e.g., organize, create, capture and share) from Supplier to Customer/Member) during and after each project/assignment and provide information and documentation relevant to the project/assignment at no additional cost to the Customer/Member.

#### **2.9.1 Professional Service Resources**

The Supplier should provide adequate expert IT Professional Service resources, in French and English, to ensure the successful achievement of the Customer/Member's Service needs, such as:

- (a) Project Managers;
- (b) Business Analysts;
- (c) Research Subject Matter Expert ("SME");
- (d) Module SME; and,
- (e) eRAS Technical SME.

Depending on the Customer/Member's specific requirements the Supplier should provide one (1) or more professional Service resources to fulfill the requirements. The Supplier should work in collaboration with the Customer/Member and/or the Customer/Member's third-party provider to deliver the Services on time and on budget.

#### **2.9.2 Professional Service – Skills and Knowledge**

Professional Service resources are to be highly skilled, have applicable technical knowledge, expertise and qualifications in order to perform the Services including, but not limited to:

- (a) Possessing full project lifecycle experience;
- (b) Requirements gathering;
- (c) Process mapping;
- (d) Fit/gap analysis;
- (e) Functional design;
- (f) Conversion and data mapping;
- (g) UAT;
- (h) Training and deployment; and,
- (i) Have previously completed a minimum of two (2) successful full lifecycle implementations for that respective eRAS/Module.

#### **2.9.3 Managed Services**

The Supplier should provide a managed Service (i.e., a Supplier managed and hosted eRAS consistent with applicable laws, and Privacy and Security directives and orders of the Information and Privacy Commissioner in the respective province), which will be available to all Customer/Members.

#### **2.9.4 eRAS Technical SME**

The eRAS Technical SME may involve multiple resources.

The Supplier should ensure every resource in this role has relevant experience providing expertise and comprehensive knowledge of the underlying technical architecture of the Supplier's eRAS and Modules in order to fulfill the Services (e.g., implementation, training and support Services) including, but not limited to:

- (a) Working closely with Customer/Members, functional resources, to understand the requirements and undertake technical design to meet the Customer/Member's functional design requirements;
- (b) Being proficient in the Supplier's eRAS's prescribed underlying coding languages in order to develop and test interfaces, both inbound and outbound, between the Supplier's eRAS and Customer/Member's internally developed and/or third-party external systems and assist in validating that the results are as expected;
- (c) Producing unit test plans, documenting the results, and reporting progress and issues;
- (d) Providing expert database management Service (e.g., patching, tuning) acting as a trusted technical advisor for the technical design and implementation of the eRAS; and,
- (e) Having expert experience with privacy and security.

#### **2.9.5 Training Services**

The Supplier is to provide Customer/Member's post Go-Live training Services/demonstrations for Users, in French and English, in accordance to the Customer/Member's needs and within a timeframe agreed upon between the Customer/Member and Supplier including, but not limited to:

- (a) Conducting/leading training Services on the eRAS/Modules functionalities (e.g., how to use each eRAS/Module functionality) for all Users;
- (b) Conducting functional training (e.g., on set-up of the Finance and/or Human Resources/Payroll eRAS);
- (c) Conducting technical training on relevant backend functionality including, but not limited to:
  - i. Table structures;
  - ii. Reporting;
  - iii. Integration; and,
  - iv. Extraction.
- (d) Creating and providing User training materials including, but not limited to:
  - i. Manuals;
  - ii. Tools;
  - iii. Frequently Asked Questions (“FAQ”); and,
  - iv. Other related training materials.
- (e) Providing multiple options for training tailored to different experience levels (e.g., expert versus non-expert User).
- (f) Providing a variety of training formats including, but not limited to:
  - i. Accessible training;
  - ii. Computer-based training;
  - iii. Instructor-led training;
  - iv. Remote training;
  - v. Onsite training;
  - vi. Online training videos; and,
  - vii. Other training formats.

#### **2.9.6    Support Services**

The Supplier should provide a variety of support Services, in French and English, including, but not limited to:

- (a) Help Desk Services;
- (b) Post Go-Live Services;
- (c) Supplier Account Representative Services;
- (d) Transition In and Transition Out Services; and,
- (e) Maintenance Services.

#### **2.9.7    Help Desk Services**

The Supplier should provide Help Desk Support Services as required by the Customer/Member in the respective province, during times as mutually agreed upon by the Customer/Member (e.g., 8am to 8pm in the Customer/Member's time zone) except where a Customer/Member reported an issue that is identified to be a high severity issue in nature (e.g., impacting functionality, security risks)

throughout the Business Day. Such high severity issues should be handled in a manner commensurate with the risk and impact to the Customer/Member's ability to perform its activities.

The Supplier should provide Help Desk Support Services including, but not limited to:

- (a) Complying with agreed upon escalation processes to resolve outstanding issues;
- (b) Establishing an incident reporting system, that provides a tiered structure based on severity levels and escalation for resolution to Customer/Member satisfaction; and,
- (c) Managing issue resolution in a timely manner.

The Supplier should meet the Help Desk Support Service maximum response and resolution times, as mutually agreed upon between the Customer/Member and Suppliers, based on severity levels, such as:

Severity Level	Severity Level Description
1	High Risk means a mission critical issue that has high impact on the Customer/Member's business operations or has the potential to stop operations entirely (e.g., an issue that results in complete loss of functionality).
2	Medium Risk means a severe issue with noticeable impact, that won't prevent the Customer/Member from continuing business operations but needs to be resolved (e.g., severe downgrade in system performance).
3	Low Risk means a minor issue with minimal impact, that does not prevent the Customer/Member from continuing with business operations, but needs to be resolved (e.g., when performing a function, system provides message where it would not normally do so).

Note, in the above table, maximum response time means the time to assign an incident ticket to the Supplier's operational team from the time the Customer/Member has opened the ticket.

#### **2.9.7.1 Supplier Account Representative**

The Supplier should provide Customer/Members with Account Representative Support Services including, but not limited to:

- (a) Providing a responsive account executive (with applicable back-up) assigned to the Customer/Member to support their needs by providing day-to-day and ongoing administrative support, and operational support (e.g., resolution of eRAS performance/availability, functionality issues);
- (b) Addressing any licensing and/or subscription and software related queries;
- (c) Addressing privacy and security related queries;
- (d) Establishing a community of practice and participate to share best practice information, share information on Customer/Member suggested improvements to the eRAS;
- (e) Managing issue resolution in a timely manner;
- (f) Responding to Customer/Member's inquiries (e.g., to day-to-day activities) within one (1) Business Day;
- (g) Providing easy access to the Supplier (e.g., telephone number, email, voicemail,);
- (h) Providing no-cost educational events (e.g., webinars), if available;

- (i) Establishing an ongoing communications program with the Customer/Member (e.g., new initiatives, innovation, sustainability);
- (j) Adhering to the Customer/Member's confidentiality and privacy policies (e.g., related to staff's private information);
- (k) Providing written notice to Customer/Members on any scheduled shut down that would impact Supplier Services (e.g., website maintenance);
- (l) Providing Customer/Member reporting; and,
- (m) Attending meetings with Customer/Members, as requested.

#### **2.9.8 Data Management and Integrity Services**

The Supplier should have a documented and tested process to repatriate the data upon conclusion of the eRAS Master Agreement and/or applicable agreements for each GPO and should at minimum have a schedule in place for testing the process every two (2) to three (3) years or as agreed to with the Customer/Member.

Additionally, when the Master Agreement expires at the end of the Term, or any extension period, an applicable agreement for each GPO may be extended by the Customer/Member for a period of up to twelve (12) months in order to permit the Customer/Member to transition to a new agreement for an eRAS. In such case, all the terms and conditions of the Master Agreement should apply in respect of the above-noted extension periods. The applicable agreements for each GPO should be amended accordingly.

The Supplier should provide an Exit Plan not less than twelve (12) months prior to the termination and/or expiry of the Master Agreement and/or the applicable agreements for each GPO. The Exit Plan should include exit tasks and activities at no additional cost to the Customer/Member to ensure a seamless transition and termination assistance including, but not limited to:

- (a) Securely migrating of Customer/Member data in a mutually agreed upon data format and consisting of the transfer of any existing service history and Customer/Member specific technical data. The Supplier should permanently delete (i.e., total deletion of physical and logical data from servers) all such data, and any associated references, links and attachments, upon the successful transfer of such data to each Customer/Member and provide a certificate of destruction;
- (b) Transferring of any existing Customer/Member specific policies and procedures documentation including any Customer/Member specific manuals, history of changes, operational procedures and standards;
- (c) Extraction of the legacy data from the time of initial eRAS's implementation, validation of the data and integrating the data with the new solution;
- (d) The provision of the eRAS, including online tools, until a new provider has implemented a new solution; and,
- (e) Additional termination assistance that may be mutually agreed upon at the time of termination.

#### **2.9.9 Maintenance Services**

The Supplier should ensure that it communicates, in advance to Customer/Members, its intentions to perform scheduled maintenance activities in order to minimize disruptions to the Customer/Members' activities. These maintenance activities include, but is not limited to, the following:

- (a) Application maintenance activities (e.g., for new features, fixes and other improvements);
- (b) Core system maintenance activities (e.g., for infrastructure, network, storage, security patching and other reasons); and,
- (c) Other scheduled activities that will impact Customer/Members' ability to perform their expected activities.

The Supplier should ensure that prior to any migration to any eRAS and/or core system, that activities are thoroughly tested to ensure no impact to the Customer/Member's business processes and activities.

## **2.10 Acceptance Testing**

The Supplier is to ensure Acceptance Testing means any and all tests of all, or part of, the Deliverables to be carried out to determine if such Deliverables conform to the Implementation Plan (e.g., requirements, specifications, warranties and standards) as agreed to by the Customer/Member and Supplier in writing. Acceptance Testing may include, but not be limited to:

- (a) Customer/Members' right to test;
- (b) The development of a preliminary Acceptance Test plan (e.g. test cases scenarios, pass/fail criteria); and,
- (c) Customer/Members' confirmation of Acceptance Testing, and identification of deficiencies (e.g. acceptable Deliverables/requirements and unacceptable Deliverables/requirements).

Where the Customer/Members' testing results reveal an inability to Go-Live with the Deliverable the Customer/Member should not be required to accept the Deliverables or provide payment to the Supplier until a resolution is reached to satisfy the Customer/Member's requirements of the Deliverables.

### **2.10.1 Customer/Member Acceptance Testing**

In addition to the above, a Customer/Member's Acceptance Testing may include, but not be limited to:

- (a) Definition of Issues and Risk Prioritization (e.g, high, medium, low and appropriate risk mitigation strategies)
- (b) Default Acceptance Testing Process;
- (c) Acceptance Testing Requirement;
- (d) Preliminary Acceptance Test Plan;
- (e) Acceptance Test Plan Review;
- (f) Conduct of Acceptance Testing;
- (g) Certification of Acceptance, and Notices of Deficiencies;
- (h) Conditional Acceptance;
- (i) Corrections; and,
- (j) Unacceptable Resources.

## **2.11 Service Level Agreement**

The Supplier should execute a SLA as agreed to with the Customer/Member once an applicable agreement for each GPO has been executed.

The SLA may include, but will not be limited to:

- (a) Documented Support Service delivery monitoring (e.g., service availability, time to restore, scheduled and unscheduled eRAS downtime, disaster recovery, eRAS integrity);
- (b) Regular Service delivery reporting;
- (c) Documented approach to Service delivery performance and continuous improvement;
- (d) Mutually agreed-upon Service measures, delivered in both official languages (French and English) to reduce risk of failure and encourage User acceptance, operational compliance and ongoing support, including a Customer/Member defined training plan that minimizes Customer/Member disruption;

- (e) Metrics guaranteeing a minimum response time (e.g., service levels, ticket maintenance and support, severity levels, timing, escalation (e.g., payroll run)) including the identification of monitoring tools to ensure verification;
- (f) Change request management;
- (g) Timely and advance notifications to the Customer/Members for any changes or disruptions to the eRAS as mutually agreed upon (e.g., backup, software updates, version releases, release deployment, patch deployment); and,
- (h) Documented consequences (e.g., monetary penalties, service credits) in case of Supplier's failure to meet the agreed upon performance standards.

#### **2.11.1 Customer/Member SLA Requirements**

In addition to the above, a Customer/Member's SLA may include, but not be limited to:

- (a) Service Credits – the Customer/Member may have the right to receive service credits for missed SLA service levels in the amounts agreed upon between the Customer/Member and the Supplier. The amount of any service credit should be applied to the invoice in the month following the service level miss giving rise to the service credit. In the event there are any service credits not applied prior to the effective date of termination of the applicable agreements for each GPO, the Supplier should pay the amount of the unapplied service credits to the Customer/Member;
- (b) Consistent or Frequent Missed Service Levels - the Customer/Member should have the right to terminate the applicable agreements for each GPO if, in the Customer/Member's opinion, the Supplier consistently or frequently fails to meet SLA service levels or fails to implement measures required by the Customer/Member to address the Supplier's failure to meet service levels; and,
- (c) Review of Service Levels—the Customer/Member and the Supplier will review the SLA service levels required and make any changes to them as mutually agreed to by the Supplier and the Customer/Member. For certainty, if the Supplier and the Customer/Member cannot agree to a change to a particular service level, the then current service level should continue to apply.

#### **2.12 Continuous Improvement and Future Feature Enhancements**

The supplier should endeavor to hold annual state of the company and roadmap meetings (e.g., webinar) for the existing customer/members. The supplier should also plan to facilitate user group meetings (provincially or Canada wide) as a method to collect feedback for further action.

The Supplier should work towards continuous improvements, feature enhancements and adding new functionality to the eRAS over the Term of the Master Agreement.

The Supplier should provide and maintain throughout the Term of the Master Agreement and any extensions exercised a five (5) year detailed roadmap for the eRAS and Services that is regularly updated and communicated with the Customer/Member showing progress to completion.

In the event that new technologies become available, which may enhance the eRAS, or which may otherwise be provided as an additional Service under the Master Agreement, the Supplier may provide such Service opportunities to the Customer/Member. The Customer/Member reserves the right to incorporate such changes, if deemed to be in the best interest of the Customer/Member, at no or a reasonable additional cost as mutually agreed between the Customer/Member and Supplier.

The Supplier should invest in emerging technologies and make a commitment to ongoing modernization and development efficiencies, as identified by Customer/Members through various channels (e.g., User communities/forums). In the event that the Customer/Member identifies a new and/or material improvement functionality that will benefit the Supplier's eRAS and other Supplier clients, then the Customer/Member and the Supplier should mutually determine appropriate actions recognizing the value the Customer/Member has brought.

## **2.13 Disaster Recovery and Business Continuity**

The Supplier should possess and provide to THE GPOS and/or Customer/Members 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 Customer/Members.

## **2.14 Licences, Permits, Right to Use and Approvals**

The Supplier should obtain all licences, permits, right to use and approvals required in connection with the supply of the Services and provide them at Customer/Member and THE GPOS request. The costs of obtaining such licences, permits, right to use and approvals should be the responsibility of, and should 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 THE GPOS should be considered an approval by THE GPOS for the Supplier to carry on such activity without the requisite licence, right to use or approval.

## **2.15 Environmental, Social, and Governance**

The Supplier should possess and provide information, if requested by THE GPOS or the Customer/Member, related to its robust Environmental, Social and Governance (“ESG”) business framework.

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

The Supplier should keep the GPOs and Customer/Members informed about social procurement processes.

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

## **2.16 Order Management**

The Supplier should provide a variety of ways for Customer/Members to order Products 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/Member’s system;

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

The Supplier and Customer will mutually agree on how new orders, change requests and conditional sign-offs on performed and/or cancellation Services will be performed. The Supplier shall receive Customer's prior written approval before any such Service occurs.

#### **2.16.1 Minimum Order**

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

#### **2.16.2 Order Acknowledgement**

The Supplier should acknowledge the receipt of an order by Customer/Member immediately or within one (1) Business Day if requested by the Customer/Member. The Supplier will include in this acknowledgment, any Products ordered that cannot be fulfilled (e.g., back orders). The Customer/Member, 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.

#### **2.16.3 Order Changes and/or Cancellation**

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

#### **2.16.4 Electronic Commerce**

Customers/Members currently use a variety of eRAS, 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/Member.

### **2.17 Invoicing**

Flexibility in invoicing processes is required. The Customer/Member and Supplier can mutually agree to invoice details when executing a Customer/Member-Supplier Agreement, and applicable agreements for each GPO.

The invoices, in either paper or electronic format, as detailed in the Customer/Member's applicable agreements for each GPO should be itemized and contain, at a minimum, the following information:

- (a) Customer/Member name and location;
- (b) Customer/Member purchase order number (if applicable) and order date;
- (c) Description of Eras and/or Services provided, quantity and Rates; and,
- (d) Applicable federal and provincial taxes, and total cost.

#### **2.17.1 Payment Terms and Methods**

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

The Supplier should accept payment from Customer/Members by cheque, Purchasing Card, Visa Payables Automation (via ghost card), or Electronic Funds Transfer ("EFT") at no additional cost to the Customer/Member.

Different payment terms may be agreed to when executing applicable agreements for each GPO (e.g., 2%/10 early payment discounts for Customers/Members).

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

### **2.17.2 Electronic Fund Transfer**

The Supplier should provide the Customer/Member with the necessary banking information to enable EFT, at no additional cost to the Customer/Member, 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.

### **2.18 Rates**

The proposed Rates should be firm maximum Rates for the first two (2) years of the Term Sheet and should be:

- (a) Maximum Rates applicable to all Customer/Members;
- (b) In Canadian funds and should 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 relevant federal and provincial taxes, or other similar taxes.

The Customer/Member and Supplier will mutually agree on Rates and the process and timing for refreshing those Rates based on the Customer/Member's Service needs. However, the Rates, for Customer/Members, should not exceed the Master Agreement Rates.

#### **2.18.1 Incentives for Customer/Members**

Where feasible, the Supplier should offer incentives to Customer/Members to promote additional cost savings resulting from better operational efficiencies that may including, but not limited to:

- (a) Early payment discount for Customers/Members;
- (b) Discounts for Customers/Members who make a commitment to a multi-year applicable agreement for each GPO, with payments made annually over the applicable agreements for each GPO Term;
- (c) Higher volumes;
- (d) Overall growth;
- (e) Purchase of other add-on features; and,
- (f) Configuration and/or customization of the solution completed by the Supplier for a Customer/Member, which other Customer/Members can leverage at no additional cost.

The Customer/Member may negotiate specific details related to one (1) or more financial incentives.

The financial incentives the Supplier and Customer/Member agree to should be incorporated into the applicable agreements for each GPO and reviewed and adjusted (e.g., annually) as required and reported to the GPOs as part of the sales reporting.

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

## **2.18.2 Travel Expenses**

The Supplier must obtain prior written approval from the Customer/Member 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/Member's travel policy, as may be amended from time to time. Suppliers may obtain applicable rates from the Customer/Member. All such pre-approved costs, where applicable, must be itemized separately on invoices.

Customer/Members should 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 services;
- (e) Dependent care;
- (f) Home management; and,
- (g) Personal telephone calls.

## **2.19 Supplier Support to Customer/Members**

The Supplier should provide effective support to Customer/Members including, but not limited to:

- (a) Providing a responsive account executive (with applicable back-up) assigned to the Customer/Member 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/Member's inquiries (e.g., to day-to-day activities) within one (1) Business Day;
- (b) Ensuring minimal disruption to the Customer/Member;
- (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/Member (e.g., new initiatives, innovation, sustainability);
- (f) Adhering to the Customer/Member's confidentiality and privacy policies (e.g., related to student's private information);
- (g) Providing written notice to Customer/Members on any scheduled shut down that would impact services (e.g., inventory count, relocation of warehouse, website maintenance);
- (h) Provide Customer/Member reporting; and,
- (i) Attending meetings with Customers/Members, as requested.

### **2.19.1 Transition Support**

The Supplier should, at no additional cost, provide Customers/Members transition support setting up a Supplier's account from the Customer/Member's current agreement/purchasing arrangement with minimal service disruption.

## **2.20 Rate Refresh**

The GPOs' goal is to keep Rates as low as possible for Customer/Members. However, the Supplier may request a Rate refresh on the fifth-anniversary date of the Term Sheet and every other fifth-anniversary date thereafter. Any Rate refresh must be consistent across all provinces.

The Supplier should provide a written notice with supporting documentation to the GPOs at least one-hundred-and-twenty (120) days prior to the Term Sheet's third-anniversary date if requesting a Rate refresh.

Any Rate refresh request from a Supplier must be accompanied by supporting documentation (e.g., detailed calculations and impact analysis for each province, letter from OEM) to support any Rate adjustment. The GPOs may use a third-party index (e.g., Consumer Price Index) in its Rates review, and the Rate increases shall not exceed the annual CPI. The GPOs will not consider any fixed costs or overhead adjustments in its review.

If a proposed Rate refresh was agreed upon between the GPOs and the Supplier, the new Rates would only be applicable to eRAS and/or Services ordered after the effective date of the new Rates.

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

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

Based on above, the Term Sheet will be amended, if needed.

### **2.20.1 Process to Add Other Services**

During the Term the Supplier may request adding other eRAS modules and Services (e.g., newly available modules and Services) to the Master Agreement at Master Agreement throughout the Term to align with Customer/Member needs. the GPOs will review and assess the request and may accept or reject based on Services in the current Master Agreement and Customer/Member needs.

The Supplier should provide written notice to the GPOs of at least one hundred and twenty (120) days if requesting a Service refresh.

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

Volumes and Supplier's performance agreed upon between the GPOs and the Supplier will be considered when contemplating adding Services. In the event the Supplier's performance is poor and/or unacceptable, the GPOs may not agree to the Supplier's Service refresh request. All other Services should remain unchanged.

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

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

[End of Part 2]

## PART 3 – EVALUATION OF PROPOSALS

### 3.1 Stages of Proposal Evaluation

The GPOs will conduct the evaluation of Proposals in the following stages:

Stage	Description	Refer to RFP Section	Scoring Methodology and Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	3.2	Pass/Fail	Pass
Stage II	Technical Response	3.3	30	18
Stage III	Demonstration Session	3.4	10	6
Stage IV	Proof of Concept – Sandbox Experience	3.5	30	18
Stage V	Commercial Response	3.6	30	Not Applicable
Stage VI	Cumulative Score	3.7	100	Not Applicable
Stage VII	Tie Break Process	3.8	Not Applicable	Not Applicable
Stage VIII	Negotiations of the Term Sheet	3.9	Not Applicable	Not Applicable
Stage IX	Term Sheet Finalization	3.10	Not Applicable	Not Applicable
Stage X	Term Sheet award	3.11	Not Applicable	Not Applicable
Stage XI	Negotiations of the Master Agreement(s) per GPO	3.12	Not Applicable	Not Applicable
Stage XII	Execution of the Master Agreement(s) per GPO	3.13	Not Applicable	Not Applicable

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

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

The Proponent **must** submit 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
Appendix B – Commercial Response (in Microsoft Excel format only)	Commercial
Appendix C – OEM Authorized Reseller Letter	Qualification

If the Proponent fails to insert information contained in the above forms, the GPOs 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 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

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 the Proponent is required to respond to in order to demonstrate the Proponent's ability to fulfill the RFP Deliverables. Only information contained within the Technical Response will be evaluated in Stage II.

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 sixty percent (60%) or eighteen points (18).

Point allocations for the Technical Response sections are as follows:

Technical Response Sections	Available Points	Minimum Threshold, if any
Experience and Capabilities	2	N/A
eRAS Functionality	8	4.8
Implementation and Integration	5	N/A
Training	3	N/A
Privacy and Security	8	4.8
Customer/Member Support and Professional Services	3	N/A
Environmental, Social, and Corporate Governance	1	N/A
Service Level Agreement	Not Evaluated	N/A
<b>TOTAL POINTS:</b>	<b>30</b>	<b>18</b>

Detailed sub-point allocations are set out in the Technical Response on OTP.

In the case that contradictory information or information that contains conditional statements is provided, the GPOs 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 cumulative score as described below in Section 3.7.

### **3.4 Stage III – Demonstration Session**

#### **3.4.1 Demonstration**

Upon the completion of Stage II of the evaluation, all Proponents with an Eligible Proposal that pass the previous evaluation stage will be required to provide a demonstration of their proposed eRAS.

It is anticipated that the demonstration, if required, will occur virtually. The GPOs anticipate the demonstration to occur in August 2024. The Proponent should ensure its key resources are available to attend the demonstration.

The GPOs will send a notice and further detail (e.g., date, time, platform) to the Proponent being invited timely in advance of the proposed date and time for the demonstration. The GPOs will use the contact information provided by the Proponent in their Form of Offer to issue the notice.

The GPOs will use reasonable efforts to: (i) find a mutually agreeable time on the date proposed by the GPOs; and, (ii) if the GPOs and Proponent are unable to do so, find a mutually agreeable time on a day prior to the date originally proposed by the GPOs.

Within one (1) Business Day of receiving the notice, the Proponent should acknowledge receipt of such and indicate their intention to participate by replying to the RFP contact via email.

After the Proponent notification and prior to the scheduled demonstration date, the Proponent may submit written questions up to five (5) Business Days prior to the scheduled date that strictly relate to scheduling, and logistics (e.g., setup). The GPOs, in its sole discretion, may decline to answer questions that are outside the above stated scope.

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

Proponents will be required to follow the demonstration instructions provided by the GPOs.

Proponents may be required to answer questions during the demonstration. There may be a time restriction to the question-and-answer period.

Only Proposals that meet or exceed the minimum thresholds will receive a **pass** in this stage and proceed to Stage IV of the evaluation process. The overall threshold for the Demonstration is sixty percent (60%) or six points (6).

Point allocations for the Demonstration Session sections are as follows:

Demonstration Session	Available Points	Minimum Threshold, if any
Demonstration	10	6
<b>TOTAL POINTS:</b>	<b>10</b>	<b>6</b>

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

### **3.4.2 Attendance**

The Proponent may have up to three (3) participants (including technical staff) attend the demonstration.

The GPOs will give each Proponent ten (10) minutes in advance of the scheduled start time to set up and connect to their technology and up to two (2) hours to conduct the demonstration.

### **3.4.3 Demonstration Process, Topics and Sequence**

While demonstrating the activities, Proponents should provide a verbal explanation/description of what is being demonstrated.

The Evaluation Committee will evaluate the Proponent's ability to demonstrate each activity and the ability to meet the evaluation criteria, which will be provided to the Proponent timely before the demonstration session.

Following the demonstration, the GPOs, and the Proponent will break. After the break, the GPOs, in its sole discretion, may choose to ask the Proponent clarification questions strictly related to the demonstration.

Questions, if any, will be asked by the GPOs' facilitator. the GPOs' facilitator may also direct the Proponent to repeat the demonstration of activities if required.

The Proponent may provide the GPOs with supporting materials containing the demonstration details and the steps described. If such materials are used, the Proponent should contact the GPOs (by sending a **Message** in OTP) with a copy of the material no later than one (1) Business Day prior to the Proponent's scheduled demonstration date and time.

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

### **3.4.4 Demonstration Session Schedule**

The tentative Demonstration Session Schedule, as set out below, will be finalized in the notice.

- (a) 10:50 am to 11:00 am – Proponent Setup Time;
- (b) 11:00 am to 11:05 am – Introductions and Rules of Engagement;
- (c) 11:05 am to 12:15 pm – Proponent Demonstration;
- (d) 12:15 pm to 12:35 pm – Break; and.
- (e) 12:35 pm to 1:00 pm – Clarification Questions/Repeated Demonstration if requested by the GPOs.

All times are local times in Toronto, Ontario, Canada. In the event of any delays outside the Proponent and the GPOs' control, the GPOs may, but are not required to, allow additional time for a Proponent to complete its demonstration.

### 3.5 Stage IV – Proof of Concept – Sandbox Experience

Stage IV will consist of an evaluation and scoring of the Proof of Concept – Sandbox Experience of each Eligible Proposal.

The purpose of this process will be to ascertain whether the proposed eRAS solution meets the GPOs and Customers/Members requirements, and whether the Proponent has the understanding and ability to meet the GPOs and Customers/Members needs as well as provide other considerations. At the completion of the Proof of Concept – Sandbox Experience, the GPOs may choose to re-evaluate the rated criteria scores.

The GPOs intend to invite up to four (4) top-ranked Proponents to enter into the Proof of Concept – Sandbox Experience process. Each shortlisted top-ranked Proponent will make available its proposed eRAS to GPOs for further evaluations, testing, and integration review. The GPOs will provide each Proponent with any feedback or requests for additional information resulting from the evaluations.

In the event that a Proponent is invited to enter Stage IV, the Proponent should make the proposed eRAS solution available for the evaluations prior to **September 02, 2024**. The GPOs will issue a Stage IV – Proof of Concept – Sandbox Experience preparation letter to provide further details for the Proponent(s) to prepare a proof-of-concept environment configured for testing.

Only Proposals that meet or exceed the minimum thresholds will receive a **pass** in this stage and proceed to Stage V of the evaluation process. The overall threshold for the Proof of Concept – Sandbox Experience is sixty percent (60%) or eighteen points (18).

Point allocations for the Proof of Concept – Sandbox Experience sections are as follows:

Proof of Concept – Sandbox Experience Sections	Available Points	Minimum Threshold, if any
Proof of Concept – Sandbox Experience	30	18
<b>TOTAL POINTS:</b>	<b>30</b>	<b>18</b>

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

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

### 3.6 Stage V – Commercial Response

The 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.

Point allocation for the Commercial Response section is as follows:

Commercial Response Sections	Available Points
Subscription Fee for Licensing, Hosting and Support (Inclusive of associated costs)	30
<b>TOTAL POINTS:</b>	<b>30</b>

Commercial Response submission(s) may be evaluated based on a scenario creation approach. This evaluation methodology allows the GPOs to understand how the Proponent's pricing would perform under different scenarios/conditions. Rates applied to the scenario(s) will be evaluated using a relative formula.

$$\text{Lowest rate} \div \text{Proponent's rate} \times \text{weighting} = \text{Proponent's Commercial Response points}$$

Where \$0.00 is entered in any Rate cell, it is deemed to mean that the particular Service **will be provided to Customer/Members at no additional cost**.

Where N/A or not applicable is entered in a Commercial Response cell and is left blank for the Service, it is deemed to mean that the particular Service **will not be provided** to Customer/Members.

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

### 3.7 Stage VI – Cumulative Score

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

Subject to the express and implied rights of the GPOs; the Proponents with the highest scoring Eligible Proposals 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, the GPOs 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 achieve a tie score on completion of the Stage VI, the GPOs may invite all Proponents to negotiations or break the tie by selecting the Proposal with the highest score in Stage II – Technical Response.

### 3.9 Stage VIII – Negotiations of the Term Sheet

Concurrent negotiations of the Term Sheet, with the Preferred Proponent(s), will be based on the RFP Deliverables, and the Proposals, understanding that the GPOs are seeking the best overall solution and value for money for Customers/Members.

The negotiations may include:

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

The GPOs 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 the GPOs for improved Rates.

The GPOs intend to complete negotiations within fifteen (15) calendar days after notification. If, for any reason, the GPOs and a Preferred Proponent fail to reach an agreement within the aforementioned timeframe, the GPOs 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 the Term Sheet, within the GPOs promotional marketing launch.

Upon successful negotiations, the Preferred Proponent(s) will be invited to execute a Term Sheet.

### **3.10 Stage IX – Execution of Term Sheet**

The Preferred Proponent(s) will be given fifteen (15) Business Days to execute the Term Sheet, unless otherwise specified by the GPOs. Once the applicable agreement per GPO has been executed, Customer/Members may execute an applicable agreement for each GPO with the Supplier(s).

The GPOs should at all times be entitled to exercise its rights under Section 4.6.

### **3.11 Stage X – Term Sheet Award**

The award of the Term Sheet will be made at the sole discretion of the GPOs.

### **3.12 Stage XI – Negotiations of the Master Agreement(s) per GPO**

Concurrent negotiations of the Master Agreement(s) per GPO, with the Preferred Proponent(s), will be based on the RFP Deliverables, and the Proposals, understanding that the GPOs are seeking the best overall solution and value for money for Customer/Members.

The negotiations may include:

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

The GPOs 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 the GPOs for improved Rates.

The GPOs intend to complete negotiations within fifteen (15) calendar days after notification. If, for any reason, the GPOs and a Preferred Proponent fail to reach an agreement within the aforementioned timeframe, the GPOs 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 the Term Sheet, within the GPOs promotional marketing launch.

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

### **3.13 Stage XII – Execution of the Master Agreement(s) per GPO**

The GPOs may choose to award a Master Agreement to one (1) or more of the Suppliers who have executed a Term Sheet based on the particular needs of each GPO Customer/Member base and the provincial laws and regulations for the provision of the eRAS.

The GPOs should at all times be entitled to exercise their rights under Section 4.6.

[End of Part 3]

## PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

### 4.1 General Information and Instructions

#### Procurement Process Non-Binding

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

#### Non-Binding Rates

While the Proposal Rates will be non-binding prior to the execution of a written Term Sheet, 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 Term Sheet award.

#### 4.1.1 RFP Timetable

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

RFP Timetable	
Event	Time/Date
Issue Date of Request for Proposals:	June 26, 2024
Proponent's Information and Ontario Tenders Portal Demonstration Session:	11:00 am on July 2, 2024
Proponent's Deadline to Submit Questions:	5:00 pm on July 5, 2024
Issuer's Deadline for Issuing Answers:	July 12, 2024
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on July 17, 2024
Issuer's Deadline for Issuing Final Documents:	July 24, 2024
Closing Date:	2:00:00 pm on August 2, 2024
Anticipated Date for Demonstration Session:	August 2024
Anticipated Term Sheet Start Date:	September 2024
Anticipated Master Agreement(s) Start Date for each GPO:	November 2024

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

The GPOs 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, the GPOs 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 RFP 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 RFP, the RFP 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 RFP. Where information is requested in this RFP, any response made in the Proposal should reference the applicable section numbers of this RFP where that request was made.

#### **4.1.4 The GPOs' Information in RFP Only an Estimate**

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

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

#### **4.1.5 Proponent's Costs**

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

- (a) The preparation, demonstration, and submission of its Proposal;
- (b) The Proponent's attendance at any meeting related to the RFP process, including demonstration, and/or interview in relation to the RFP 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 Term Sheet.

### **4.2 Communication after RFP Issuance**

#### **4.2.1 Communication with the GPOs**

All communications regarding any aspect of this RFP must be sent to the GPOs as a Message in OTP.

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

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

#### **4.2.2 Proponent to Review RFP**

The Proponent shall promptly examine this RFP and all Appendices, including the Form of Term Sheet 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 the GPOs.

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

In answering a Proponent's questions, the GPOs will set out the question, without identifying the Proponent that submitted the question and the GPOs 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 RFP, such answer will be formally evidenced through the issue of a separate addendum for this purpose.

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

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

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

#### **4.2.3 Proponent's Intent to Submit Proposal**

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

#### **4.2.4 Proponent to Notify**

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

If appropriate, the GPOs 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 RFP; and,
- (b) Claim that the GPOs is responsible for any of the circumstances listed in Section 4.2.2 of this RFP.

#### **4.2.5 All New Information to Proponents by Way of Addenda**

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

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

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

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

The Proponent who intends to respond to this RFP 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](mailto: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](https://ontariotenders.app.jaggaer.com/esop/nac-host/public/attach/eTendering_responding_to_tender_guide.pdf).

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

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

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

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

#### **4.3.2 Proposal in English**

All Proposal submissions are to be in English only. Any Proposal received by the GPOs 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 RFP as set out below.

Description	OTP Envelope	Complete within OTP	Complete and Upload to OTP
Qualification Response	Qualification	✓	
Technical Response	Technical	✓	
Appendix C – Commercial Response (in Microsoft Excel format only)	Commercial		✓
Appendix C –OEM Authorized Reseller Letter, if applicable	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 the GPOs**

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 RFP process until the execution of a Term Sheet. To withdraw a Proposal after the Closing Date, the Proponent should send a **Message** to the GPOs 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 Services have been identified in its Proposal or will be provided to the GPOs 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 Term Sheet shall be provided at the Proponent's expense.

#### **4.3.9 Proposals Retained by the GPOs**

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

#### **4.3.10 Acceptance of RFP**

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

#### **4.3.11 Amendments to RFP**

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

#### **4.3.12 Proposals will not be Opened Publicly**

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

#### **4.3.13 Clarification of Proposals**

The GPOs 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.

The GPOs 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 the GPOs from a Proponent in response to a request for clarification from the GPOs may be considered, if accepted, to form an integral part of the Proposal.

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

#### **4.3.14 Verification of Information**

The GPOs 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, demonstration, or discussion by whatever means the GPOs 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 the GPOs shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. The GPOs 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 the GPOs verifying such information, including references.

#### **4.3.15 Proposal Acceptance**

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

#### **4.3.16 RFP Incorporated into Proposal**

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

#### **4.3.17 Exclusivity of Contract**

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

#### **4.3.18 Substantial Compliance**

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

#### **4.3.19 No Publicity or Promotion**

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

In the event that a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, the GPOs shall be entitled to take all reasonable steps as may be deemed necessary by the GPOs, 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**

The GPOs 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 the GPOs and its Customers.

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

If the Preferred Proponent and the GPOs cannot execute the Term Sheet within the allotted twenty (20) days, the GPOs will, as described in Section 3.9 and 3.10, 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 Term Sheets within the GPOs' promotional marketing launch. Other Term Sheets, if successfully negotiated with other Preferred Proponents would be added to the GPOs' website at a later date.

#### **4.4.2 Failure to Execute a Term Sheet**

When the Preferred Proponent successfully reaches an agreement with the GPOs at the end of the negotiation process in accordance with the evaluation set out in this RFP, the Preferred Proponent will be allotted fifteen (15) Business Days to execute the Term Sheet unless otherwise specified by the GPOs.

If the Preferred Proponent cannot execute the Term Sheet within the allotted timeframe, the GPOs may rescind the invitation to execute a Term Sheet or publish one (1) or some of the Suppliers, who have executed Term Sheets within the GPOs' promotional marketing launch. Other Term Sheets, if

successfully negotiated with other Preferred Proponents would be added to the GPO's website at a later date.

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

#### **4.4.3 Term Sheet**

If a Term Sheet is subsequently negotiated and awarded to a Preferred Proponent as a result of this RFP process:

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

#### **4.4.4 Notification to Other Proponents**

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

#### **4.4.5 Debriefing**

Any Proponent may request a debriefing after receipt of a notification of award. All requests must be in writing to the GPOs 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 the GPOs in respect of any material aspect of the RFP process, and subject to having attended a debriefing, the Proponent shall submit a protest in writing to the GPOs 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, the GPOs will review and address any protest in a timely and appropriate manner. the GPOs 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 the GPOs**

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

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

#### **4.5.2 Confidential Information of the Proponent**

Except as provided for otherwise in this RFP, or as may be required by Applicable Laws, the GPOs 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 the GPOs.

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

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

#### **4.5.3 Proponent's Submission**

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of the evaluation of 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 Services unless specifically requested. the GPOs shall maintain the information for a period of seven (7) years from the time of collection. Should the GPOs request such information, the GPOs will treat this information in accordance with the provisions of this Section;
- (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 the GPOs shall only be used to select the qualified individuals to undertake the Services and to confirm that the work performed is consistent with these qualifications; and,
- (c) Consent – It is the responsibility of the Proponent to obtain the consent of such individuals prior to providing the information to the GPOs. the GPOs will consider that the appropriate consents have been obtained for the disclosure to and use by the GPOs of the requested information for the purposes described.

#### **4.5.5 Non-Disclosure Agreement**

The GPOs reserve the right to require any Proponent to enter into a non-disclosure agreement satisfactory to the GPOs.

#### **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 the GPOs and

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

By submitting a Proposal, including any Personal Information requested in this RFP, 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 *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 the GPOs and its Customers. The confidentiality of such information will be maintained by the GPOs, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

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

#### **4.5.8 Intellectual Property**

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

### **4.6 Reserved Rights and Governing Law of the GPOs**

#### **4.6.1 General**

In addition to any other express rights or any other rights, which may be, implied in the circumstances, the GPOs 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 the GPOs' discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- (c) Waive formalities and accept Proposals that substantially comply with the requirements of this RFP;
- (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 the GPOs to be non-compliant with the requirements of this RFP;
- (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 the GPOs, or has otherwise failed to perform such agreement to the reasonable satisfaction of the GPOs (i.e., has not submitted required reporting to the GPOs);
- (j) Disqualify any Proponent, who, in relation to this RFP 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 the GPOs, or who has, in the opinion of the GPOs, 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 the GPOs, 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 the GPOs;
- (l) Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal;
- (m) Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (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 the GPOs;
- (q) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
  - i. the GPOs determine it would be in the best interest of the GPOs not to award a Term Sheet,
  - ii. the Proposal prices exceed the bid prices received by the GPOs for Services acquired of a similar nature and previously done work,
  - iii. the Proposal prices exceed the costs the GPOs 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 Services, or,
  - v. the funding for the acquisition of the proposed Services has been revoked, modified, or has not been approved,
 and where the GPOs cancel this RFP, the GPOs may do so without providing reasons, and the GPOs may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing;
- (r) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal;
- (s) Accept any Proposal in whole or in part;
- (t) If the GPOs receives a Proposal from a Proponent with Rates that are abnormally lower than the Rates in other Proposals, the GPOs may verify with the Proponent that the Proponent satisfies the conditions for participation and is capable of fulfilling the Term Sheet; or,

- (u) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against the GPOs and/or its Customers or is otherwise engaged in a dispute with the GPOs 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 the GPOs 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 the GPOs exercising any of its express or implied rights under this RFP.

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

#### **4.6.2 Rights of the GPOs – Proponent**

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

- (a) Extend the period for concluding the Term Sheet, provided that if substantial progress towards executing the Term Sheet is not achieved within a reasonable period of time from such extension, the GPOs 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 RFP including, but not limited to, canceling the RFP and issuing a new RFP for the same or similar Services.

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

#### **4.6.3 No Liability**

The Proponent agrees that:

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

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

#### **4.6.4 Assignment**

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

#### **4.6.5 Entire RFP**

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

#### **4.6.6 Priority of Documents**

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

#### **4.6.7 Disqualification for Misrepresentation**

The GPOs may disqualify the Proponent or rescind a Term Sheet 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 the GPOs and/or its Customers.

#### **4.6.9 Cancellation**

The GPOs may cancel or amend the RFP 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 RFP.

For more information, refer to the following:

- (a) Canadian Free Trade Agreement website at <https://www.ctfa-alec.ca/>;
- (b) Trade and Cooperation Agreement between Quebec and Ontario at <https://www.ctfa-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 – TERM SHEET**

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 RFP 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 – OEM AUTHORIZED RESELLER LETTER**

The Proponent must upload an OEM Authorized Reseller Letter as Appendix C if applicable for the Proposal submission.

## APPENDIX D – BCNET

BCNET is a not-for-profit, shared services organization that represents the interest of our members – colleges, universities, and research institutes in British Columbia. We continuously engage with our members to explore, evaluate, and develop solutions that meet their unique needs. A comprehensive Company profile of BCNET can be found at [www.bc.net](http://www.bc.net).

British Columbia Institute of Technology

Camosun College

Capilano University

Coast Mountain College

College of New Caledonia

College of the Rockies

Douglas College

Emily Carr University of Art and Design

Justice Institute of BC

Kwantlen Polytechnic University

Langara College

Native Education College

Nicola Valley Institute of Technology

North Island College

Northern Lights College

Okanagan College

Royal Roads University

Selkirk College

Simon Fraser University

Thompson Rivers University

Trinity Western University

TRIUMF

University of British Columbia

University of Northern British Columbia

University of the Fraser Valley

University of Victoria

Vancouver Community College

Vancouver Island University

Yukon University

## APPENDIX E – CYBERA

Alberta University of the Arts  
Ambrose University  
Athabasca University  
Banff Centre  
Bow Valley College  
Burman University  
Concordia University of Edmonton  
Keyano College  
King's University  
Lakeland College  
Lethbridge College  
MacEwan University  
Medicine Hat College  
Mount Royal University  
NAIT  
Norquest College  
Northern Lakes College  
Northwestern Polytechnic  
Olds College  
Portage College  
Red Deer Polytechnic  
SAIT  
St. Mary's University  
University of Alberta  
University of Calgary  
University of Lethbridge  
Saskatchewan:  
Carlton Trail College  
Southeast College  
Great Plains College  
Gabriel Dumont Institution

Northlands College

North West College

Suncrest College

Saskatchewan Polytechnic

University of Regina

University of Saskatchewan

## APPENDIX F – ISI

Interuniversity Services Inc. (ISI) is a not-for-profit company incorporated in 1984 by four independent universities. ISI currently provides selected central administrative services and collaborative procurement initiatives for nineteen-member institutions in Nova Scotia, New Brunswick, Prince Edward Island and Newfoundland/Labrador, thus reducing their overall operating costs, improving services and providing a framework for cooperation among the membership, while maintaining their independence. In addition, ISI share office resources with and provides administrative support to Novanet Inc. and Council on Admission and Transfer for Nova Scotia (CATNS).

Details can be found at <https://interuniversity.ns.ca/>

The following is a list of ISI member institutions. Any one institution, any combination, or all the below may be active participants in the ensuing agreement. Member institutions may be added, or deleted, as requirements may change throughout the contract period.

Acadia University, Wolfville, NS

Atlantic School of Theology, Halifax, NS

Cape Breton University, Sydney, NS

Dalhousie University, Halifax, NS and Faculty of Agriculture, Truro, NS

Holland College, Charlottetown, PEI

Memorial University of Newfoundland, St. John's, NL

Mount Allison University, Sackville, NB

Mount Saint Vincent University, Halifax, NS

NSCAD University, Halifax, NS

Nova Scotia Community College, Various locations throughout NS

New Brunswick Community College, Various locations throughout NB

Saint Mary's University, Halifax, NS

St. Francis Xavier University, Antigonish, NS

St. Thomas University, Fredericton, NB

Université de Moncton, Moncton, NB

Université Sainte-Anne, Church Point and Halifax, NS

University of Kings College, Halifax, NS

University of New Brunswick, Fredericton and Saint John, NB

University of Prince Edward Island, Charlottetown, PEI

## APPENDIX G – OECM

### 1. About OECM

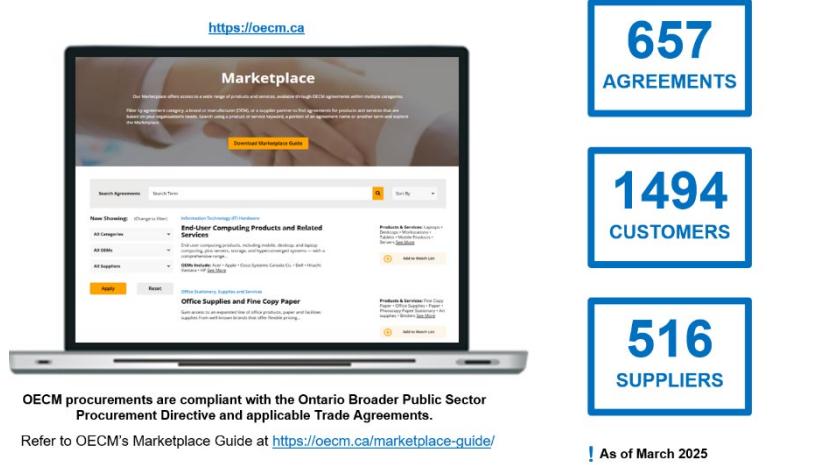
OECM is a trusted not-for-profit partner for Ontario's educational entities (e.g., school boards or authorities, Provincial and Demonstration Schools Branch with the Ontario Ministry of Education, colleges, and universities, and may also include Private Schools and Private Career Colleges), health and 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 services through its Marketplace, the goal of which is to generate significant value and savings, quality of choice and consistent service for its Customer/Members. 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 Customer/Members and suppliers by:

- (a) Actively sourcing products and services 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/Member community;
- (c) Supporting Customer/Members' 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 Customer/Members 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 Customer/Members.

# A Marketplace of Choice

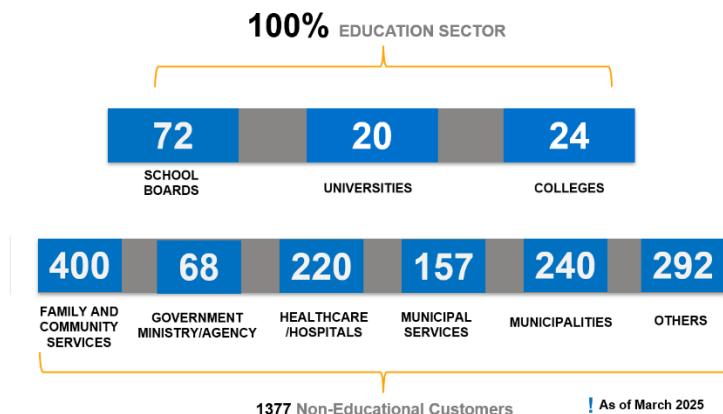


Savings  
Choice  
Service

## 1.1 Use of OECM Master Agreements

As of June 2024, fourteen (1,400) hundred Customer/Members were using one (1) or more OECM agreements with a cumulative spend of more than four (4) billion dollars.

## OECM Customers



Savings  
Choice  
Service

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

## 1.2 The Ontario Broader Public Sector Procurement Directive

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

The Procurement Directive is available here

[Broader Public Sector Procurement Directive \(ontario.ca\)](https://ontario.ca/governance/procurement/directive)

## 2. 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/Member community;
- (d) Maintaining OECM's and Customer/Member's confidentiality by not disclosing Confidential Information without the prior written consent of OECM and/or the Customer/Member, as the case may be, as further described in Appendix K – OECM's Form of Master Agreement;
- (e) Attending business review meetings with OECM to review such information as:
  - i. applicable agreements for each GPOs and upcoming opportunities;
  - ii. Authorized Reseller status; and,
  - iii. Review and monitor performance management compliance;
- (f) Complying with 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 to be agreed upon between OECM and the Supplier during negotiation of the Master Agreement; 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).

### 2.1 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/Member engagement strategy;
- (d) Access to knowledge sharing materials (e.g., webinars);
- (e) Marketing materials; and,
- (f) Other relevant materials.

### 2.2 Promoting OECM Master Agreements

To support Customer/Members, OECM and the Supplier will work together to encourage the use of the Master Agreement resulting from this RFP.

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

- (a) Conducting sales and marketing activities directly to onboard Customer/Members;
- (b) Executing applicable agreements for each GPOs with interested Customer/Members;
- (c) Providing excellent and responsive Customer/Member support;
- (d) Gathering and maintaining Customer/Member and market intelligence, including contact information;
- (e) Identifying Customer/Member savings; and,
- (f) Identifying improvement opportunities (e.g., new Services).

OECM will promote the use of the Master Agreement with Customer/Members 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/Member and Supplier events;
- (d) Facilitating applicable agreements for each GPO 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.

### **2.3 Supplier Performance Management Scorecard**

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

### **2.4 Savings 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, cost avoidance).

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

### **2.5 OECM's Supplier Recognition Program**

OECM's suppliers play a fundamental role in ensuring Customer/Members' needs are met with consistent and exceptional service. As part of OECM's efforts to provide greater value to Customer/Members and support their Supplier selection process across OECM agreements, OECM has a Supplier Recognition Program ("SRP"). Through the SRP, OECM objectively assesses 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.

### **2.6 Reporting to OECM**

The Supplier shall be responsible for providing reports to be agreed upon between OECM and the Supplier during the negotiation of the Master Agreement.

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/Member and Supplier.

### **3. Financial Administration Act Section 28**

In accordance with the requirements of the *Financial Administration Act* ("FAA"), notwithstanding anything else in the applicable agreements for each GPO, or in any other agreement between the Customer/Member and the Supplier executed to carry out the Services provided for herein, the remedies, recourse or rights of the Supplier should be limited to the Customer/Member and to the right, title and interest owned by the Customer/Member 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 applicable agreements for each GPO, and agrees that it should have no remedies, recourse or rights in respect of the applicable agreements for each GPO 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/Member and its assets.

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

## **APPENDIX H – BCNET's FORM OF MASTER AGREEMENT**

This Appendix is posted as a separate PDF document.

## **APPENDIX I – CYBERA’s FORM OF MASTER AGREEMENT**

This Appendix is posted as a separate PDF document.

#### **APPENDIX J – ISI's FORM OF MASTER AGREEMENT**

This Appendix is posted as a separate PDF document.

## **APPENDIX K – OECM’s FORM OF MASTER AGREEMENT**

This Appendix is posted as a separate PDF document.