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## IT PROFESSIONAL SERVICES

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### REQUEST FOR PROPOSALS

**Issued by:** OECD

**OECD Request for Proposals Number:** #2014-205

**Request for Proposals Issued On:** July 24, 2014

**Proposal Submission Deadline:** September 4, 2014 at 2:00:00 pm local time in Toronto, Ontario, Canada

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

**OECD, 90 Eglinton Avenue East, Suite 504, Toronto, Ontario, Canada, M4P 2Y3**

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## PART 1 – INTRODUCTION

### 1.1 Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation to prospective Proponents to submit Proposals to enter into a Master Agreement (“Agreement”) for the provision of IT Professional Services (“Services”) to support OECM Clients. The requirements are further described in Part 2 – Deliverables (the “Deliverables”).

The objective of this RFP is to qualify Suppliers and develop a multi-Supplier Agreement comprising of a list of organizations capable of providing the Services to Clients with specific requirements.

This RFP is issued by OECM.

### 1.2 Ontario Broader Public Sector Procurement Directive

OECM Clients, as applicable, are obligated to adhere to the Ontario Broader Public Sector (“BPS”) Procurement Directive effective April 1, 2011 issued by the Ontario Management Board of Cabinet.

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

The purpose of the directive is:

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

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

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

Visit the following website for the complete BPS Procurement Directive document - [http://www.fin.gov.on.ca/en/bpssupplychain/documents/bps\\_procurement\\_directive.html](http://www.fin.gov.on.ca/en/bpssupplychain/documents/bps_procurement_directive.html).

### 1.3 Overview of OECM

OECM, incorporated in 2006, is a non-for-profit/non-share corporation that leads collaborative strategic sourcing initiatives to lower costs and increase efficiencies for publicly assisted Ontario School Boards, Colleges of Applied Arts and Technologies (“Colleges”), and Universities as well as other BPS organizations.

Working in collaboration with Clients, OECM:

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

#### 1.4 BPS Entities

BPS entities are public sector organizations defined under *the Broader Public Sector Accountability Act, 2010* as follows:

- Every hospital;
- Every school board;
- Every university in Ontario and every college of applied arts and technology and post-secondary institution in Ontario whether or not affiliated with a university, the enrolments of which are counted for purposes of calculating annual operating grants and entitlements;
- Every approved agency designated as a children's aid society under subsection 15 (2) of Part I of the Child and Family Services Act;
- Every community care access corporation;
- Every corporation controlled by one 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 organization or organizations;
- 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,
- Every organization that is prescribed for the purposes of this definition.

#### 1.5 OECM Geographical Zones

OECM Clients are located in five (5) geographical Zones (as set out below and in Appendix J) throughout the Province of Ontario.

- Central Zone;
- East Zone;
- North East Zone;
- North West Zone; and
- West Zone.

#### 1.6 School Board, College and University Zone Information

OECM supports collaborative sourcing initiatives for one-hundred-and-eighteen (118) SCU's. The approximate number of SCU's in each Zone is set out below and further illustrated in Appendix K:

Zone	# of SCU's
Central Zone	53
East Zone	18
North East Zone	21
North West Zone	11
West Zone	15
Totals:	118

## 1.7 Client Participation in OECM Agreements

OECM currently has the following Clients using one (1) or more OECM agreements, as of July 23, 2014:

- Two-hundred and sixty (260) Clients in total;
- One-hundred and thirteen (113) School Boards, Colleges and Universities (“SCU’s”); and
- One-hundred and forty seven (147) other BPS organizations.

Participation in OECM agreements has been steadily growing, clearly demonstrating that the Ontario education sector and other BPS organizations are achieving value through the OECM agreements.

Year over Year	Spend Growth %
2011 over 2010	158%
2012 over 2011	60%
2013 over 2012	50%
May 2014 over May 2013	28%

### 1.7.1 OECM Client Advisory Group

The following OECM Clients have been involved with the development of the requirements set out in this RFP:

Client	Client’s Website
Catholic District School Board of Eastern Ontario	<a href="http://www.cdsbeo.on.ca">www.cdsbeo.on.ca</a>
Fanshawe College of Applied Arts and Technology	<a href="http://www.fanshawec.ca">www.fanshawec.ca</a>
Georgian College of Applied Arts and Technology	<a href="http://www.georgiancollege.ca">www.georgiancollege.ca</a>
Lambton Kent District School Board	<a href="http://www.lkdsb.net">www.lkdsb.net</a>
Northern Ontario School of Medicine	<a href="http://www.nosm.ca">www.nosm.ca</a>
Peel District School Board	<a href="http://www.peelschools.org">www.peelschools.org</a>
Queen's University	<a href="http://www.queensu.ca">www.queensu.ca</a>
Toronto District School Board	<a href="http://www.tdsb.on.ca">www.tdsb.on.ca</a>
Trent University	<a href="http://www.trentu.ca">www.trentu.ca</a>
University of Toronto	<a href="http://www.utoronto.ca">www.utoronto.ca</a>
York University	<a href="http://www.yorku.ca">www.yorku.ca</a>

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

## 1.8 Objective of this RFP

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

The purpose of this RFP process is to select a Supplier that will provide OECM Clients with:

- Highly skilled personnel with applicable IT knowledge;
- Expertise;
- A variety of quality Services, demonstrating value for money;
- Excellent and timely customer and account management support; and
- Reduce the costs of competitive procurement processes associated with the provision of Services.

### **1.9 Type of Agreement for Deliverables**

It is OECM's intention to enter into an Agreement with up to eight (8) Preferred Proponents per Service category for the Zone(s) proposed by the Proponent, based on the terms and conditions set out in Appendix A of this RFP, for the provision of the Deliverables to Clients who execute a Client Supplier Agreement ("CSA").

The Term of the Agreement is intended to be for a period of three (3) years, with an option in favour of OECM to extend the Term of the Agreement on the same terms and conditions for up to two (2) additional periods of up to one (1) year each.

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

It is anticipated that the Agreement will be executed on or about November 2014. The Agreement must be signed before the provision of any Deliverables commences.

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

### **1.10 Optional Quick Quote Process**

Clients will have two (2) options when purchasing Services from the resulting Agreement:

- Purchase Services directly from a Supplier based on available Services (e.g. knowledge and expertise) without using a Quick Quote; or
- Issue a Quick Quote, to obtain Services based on specific criteria such as the skills, experience and requirements by Clients.

If a Quick Quote is issued, the Client or OECM will invite one (1) or more Suppliers, via email, to submit a quote for the specific Services and project requirements at that specific time.

The Quick Quote will identify the Services or it may request the Supplier to propose appropriate Services to fulfill the Client's project requirements, timelines, objectives and any other applicable information. The Supplier shall respond, setting out the following at a minimum:

- Expected delivery lead-time;
- Service Rates;
- Project timeline and milestones;
- Resources proposed for Service; and
- Service specifications.

Responses to Quick Quotes will be assessed by Clients. More than one (1) Supplier may be chosen to provide Services based on factors including, but not limited to:

- Rates;
- Travel expenses;
- Delivery lead-time;
- Meeting Service specifications; and
- Assigned resource's experiences and qualifications.



The Quick Quote will be emailed directly to the Supplier's representative, and it should be completed and returned within three (3) Business Days of issuance at no cost to the Client, or otherwise agreed upon with Clients.

Clients do not have to sign a CSA in order to issue and send Quick Quotes to Suppliers.

### **1.11 Client-Supplier Agreements**

To encourage the use of the Agreement resulting from this RFP, OEMC and the Supplier will work together to engage Clients in this sourcing initiative.

OEMC encourages the Supplier to actively market the Agreement to Clients by:

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

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

- Using online communication tools to inform and educate;
- Holding information sessions and/or webinars, as required;
- Attending and/or implementing where appropriate, Client events;
- Facilitating CSA execution;
- Holding executives and/or operational presentations;
- Providing effective business relationship management;
- Facilitating issue resolution; and
- Marketing improvement opportunities.

### **1.12 Proponent Consortium Information**

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

- One (1) of the members of the consortium shall identify itself as the Proponent and shall complete, sign, and submit with its Proposal the Form of Offer (Appendix B) on behalf of the consortium;
- The Proponent must also complete, sign and submit the Consortium Information (Appendix F) listing all other consortium members and what each will supply; and
- The Proponent shall assume full responsibility and liability for the work and actions of all consortium members with respect to the obligations to be assumed pursuant to this RFP.

### **1.13 No Guarantee of Volume of Work or Exclusivity of Agreement**

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

Nothing in this RFP is intended to relieve the Proponent from forming its own opinions and conclusions with respect to the matters addressed in this RFP. Transaction activity described is an estimate only and may not be relied on by the Proponents. Estimates are intended to be used by OEMC for the purpose of evaluating the Proposals.

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

## 1.14 Rules of Interpretation

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

- Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender;
- Words in the RFP shall bear their natural meaning;
- References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”;
- In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words;
- Unless otherwise indicated, time periods will be strictly applied; and
- The following terminology applies in the RFP:
  - Whenever the terms “must” or “shall” are used in relation to OECM or the Proponent, such terms shall be construed and interpreted as synonymous and shall be construed to read “OECM shall” or the “Proponent shall”, as the case may be.
  - The term “should” relates to a requirement that OECM would like the Proponent to address in its Proposal.
  - The term “will” describes a procedure that is intended to be followed.

## 1.15 Definitions

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

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

**“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;

**“Assignment”** means a specific body of work to be completed for a Client;

**“Business Continuity Plans”** means the documents created by the Proponent which describes how the Proponent will maintain continuity of its operations and its commitment and ability to provide to the Clients the Deliverables identified as time critical during an event of force majeure, or other emergency, disaster or disruption;

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

**“Business Hour”** means 9:00am to 5:00pm local time in Toronto, Ontario, Canada of any Business Day;

**“Broader Public Sector”** or **“BPS”** means all Municipalities, Academic Institutions, School Boards, Health Care Providers and Major Transfer Payment Recipients in the Province as set out in the Ontario *Broader*

*Public Sector Accountability Act, 2010.* Please see <http://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/EN/bpsdef.html> for more details of these organizations;

**“Ceiling Rates”** means the Rates proposed in the Proponent’s Rate Bid Form that is the maximum amount in Canadian funds that the Supplier may charge the Client for the Services performed by its personnel for an assignment during the Term of the Agreement. The Ceiling Rates cannot be increased at any time during the Term of this Master Agreement or any Assignment Term. Any amount paid in excess of a Rate is deemed to be an overpayment. The Supplier may reduce any Ceiling Rate at any time by an amendment to this Master Agreement;

**“Client”** means publicly assisted School Boards, Colleges of Applied Arts and Technology (“Colleges”), Universities and Ontario Broader Public Sector organizations that may acquire the Deliverables under the resulting Agreement;

**“Client Supplier Agreement”** or **“CSA”** means the agreement in the form of Schedule 2 of the Form of Agreement to be entered into between the Supplier and a Client setting out specific Deliverables required by the Client. The Supplier must provide OECM with a copy of all executed CSAs;

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

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

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

**“Deliverables”** means the Services identified in this RFP to be delivered or provided by the Preferred Proponent in accordance with the requirements set out in this RFP during the Term of the Agreement;

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

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

**“OECM”** means the Ontario Education Collaborative Marketplace;

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

**“Personal Information”** has the meaning set out in the Agreement;

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

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

**“Proponent’s Proposal Submission Deadline”** means the Proposal submission date and time as set out in Section 4.1.1 and may be amended from time to time in accordance with the terms of this RFP;

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

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

**“Rates”** means the prices for the Deliverables as set out in the Proponent’s submitted Appendix C;

**“Rate Bid Form”** means the form contained in Appendix C of this RFP;

**“Request for Proposals”** or **“RFP”** means this Request for Proposals #2014-205 issued by OECM for the provision of IT Professional Services, including all amendments or addenda thereto;

**“RFP Coordinator”** means the individual identified on the front cover and in Section 4.2.1 of this RFP;

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

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

**“Supplier”** means a Preferred Proponent who has assumed full liability and responsibility for the provision of Deliverables to a Client pursuant to an Agreement;

**“Term”** has the meaning set out in Section 1.9;

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

**“Zones”** means the OECM geographical boundaries within the Province of Ontario as identified in Appendix J.

**[End of Part 1]**

## PART 2 - THE DELIVERABLES

### 2.1 Description of Services

OECM invites Proponents to submit Proposals to provide Services which meet or exceed the requirements set out in this RFP.

The Services are set out in the following eleven (11) Service categories:

Category	RFP Section
Category A: Application Management	Section 2.4
Category B: Audit and Compliance	Section 2.5
Category C: E-Learning	Section 2.6
Category D: Electronic Records and Content Management Services	Section 2.7
Category E: IT Infrastructure	Section 2.8
Category F: Managed Security	Section 2.9
Category G: Network Services	Section 2.10
Category H: Quality Assurance and Testing	Section 2.11
Category I: System Integration	Section 2.12
Category I: Technical Support	Section 2.13
Category K: Website Services	Section 2.14

Proponents can submit Proposal for one (1), several or all eleven (11) Service categories.

Proponents who are unable to provide all listed Services under a Service category are encouraged to form consortium with a credible network of professional colleagues to participate in this RFP.

General requirements set out in Section 2.2, Section 2.3 and from Section 2.15 to Section 2.25 are applicable to each and every Service category.

For example a Proponent is submitting a Proposal for category A – Application Management that Proponent must read and understand the Deliverables set out from Section 2.2 to Section 2.4 and from Section 2.15 through to Section 2.25. Likewise, if a Proponent is submitting a Proposal on all eleven (11) Service categories, that Proponent must read and understand all Sections in Part 2 of this RFP.

**Note:** This RFP **does not** include IT staff augmentation services (e.g. qualified candidates to complete short or long term assignments) and products as they relate to IT professional Services. OECM may have or will release separate RFPs for the provision of IT staff augmentation services and IT switches and routers. Please refer to OECM website for more information ([www.oecm.ca](http://www.oecm.ca)).

### 2.2 Clients Environments

Clients may operate in different environments as it relates to:

- Hardware;
- Network infrastructure;
- Software; and
- Resources.

Clients may have multiple locations (e.g. fifty (50) individual schools, three (3) campuses).

## **2.3 Service Delivery**

The Supplier may provide off-site (i.e. remote Services) and/or on-site Services (i.e. at the Clients' premises).

Clients shall own any material developed as a result of the Services acquired through this Agreement and shall have the right to reproduce and use the audit material for internal usage as required.

### **2.3.1 Project-Based**

Supplier shall provide Services on a project based, whereby the Supplier defines and provides a solution which meets Clients' requirements and needs.

### **2.3.2 Ad Hoc Services**

Supplier shall provide Services on an ad hoc basis to Clients. Clients may require a single and/or multiple Services (i.e. 24/7 helpdesk, Microsoft 360 implementation...etc.).

## **2.4 Category A: Application Management**

The Supplier shall provide Clients with a wide range of application management Services. The Supplier shall be able to manage the development, implementation, operation, maintenance, versioning and upgrading of an application throughout its lifecycle.

Clients may have implemented various applications such as customized and/or commercial off-the-shelf applications (e.g. OpenText, Oracle PeopleSoft, Microsoft Dynamics AX, and Microsoft SharePoint) in their system.

As part of Application Management Services the Supplier should, at a minimum, be able to provide the following Services:

- Analytics and data management services;
- Application development and maintenance;
- Application implementation;
- Application portfolio rationalization;
- Application virtualization;
- Cloud stored application;
- Technical writing and preparation; and
- Usability testing.

## **2.5 Category B: Audit and Compliance**

The Supplier shall assess Clients' IT environments and compliance as it relates to IT regulation and best practices, through audits. The Supplier should be able to perform audits in various disciplines including, but not limited to:

- Network;
- IT infrastructure; and
- System security.

The Supplier shall also assess the regulations and best practices integration when performing the audit. The Clients will provide necessary information and/or document to the Supplier prior to when the Service is required.

The Supplier shall provide compliance advisory Services to Clients which should at the minimum cover the following:

- Identify and create policies and procedures;

- Create and/or implement multi-year plans;
- Develop strategy;
- Create and develop compliance reporting; and
- Review policies and guidelines.

The Supplier shall provide the Client with a complete report which highlights the findings of the audit; the reports should at least include the following:

- The duration of the audit;
- Current environment;
- Level of compliance; and
- A proposed action plan.

The Supplier shall be flexible and accommodate Clients' varying reporting and formatting requirements of the resulting audit results.

Clients shall own any material developed as a result of this Service and shall have the right to reproduce and use the audit material for internal usage only.

Clients may have various requirements; the Supplier shall be flexible and accommodate the Client's needs.

## **2.6 Category C: E-Learning**

The Supplier shall provide Clients with a wide range Services as it relates to e-learning tools and modules implementation and development to help Clients developing and/or maintaining their e-learning platform.

The Supplier may be required by the Clients to do software and/or application implementation as well as usability trainings.

## **2.7 Category D: Electronic Records and Content Management Services**

The Supplier shall provide Clients with professional and expert advices on effective electronic document and records management. The Supplier shall have subject matter experts' staff with proven experience in both areas.

Services shall at the minimum cover the following:

- Identify and create policies and procedures;
- Create and/or implement multi-year plans;
- Create the retention schedule plan;
- Develop strategy;
- Create and develop reporting;
- Help Clients in developing tenders for the provision of an Electronic Content Management ("ECM") software;
- Training;
- Review policies and guidelines; and
- Create additional tools and resources (i.e. guidebooks).

Prior to Clients procuring directly or competitively an ECM software, the Supplier shall at the minimum provide the following:

- Define the requirements of the ECM;
- Identify the construct of the document and/or records structure;
- Classify the folders and files to be ready to be installed on the ECM and;
- Identify the workflows.

The Supplier should be responsible for the ECM implementation, if requested by Clients.

**Note:** to respond to this Service category, the Supplier **shall not be** an ECM software provider and/or reseller

## 2.8 Category E: IT Infrastructure

The Supplier shall provide Clients with a wide range of IT infrastructure Services required for the existing and management of the Clients' IT environment.

As part of IT infrastructure Services the Supplier should, at a minimum, be able to provide the following Services:

- Consolidation and virtualization services (e.g. Virtual Desktop Infrastructure ("VDI"));
- Data center protection services;
- Database management;
- Backup management;
- Capacity management services;
- Migration and upgrade services; and
- Remote infrastructure services.

## 2.9 Category F: Managed Security

Supplier shall provide a wide range of Managed Security Services. These Services shall include at the minimum the following:

- Round-the-clock monitoring and management of intrusion detection systems and firewalls;
- Overseeing patch management and upgrades;
- Performing security assessments and security audits; and
- Responding to emergencies.

As part of Managed Security Services the Supplier should, at a minimum, provide the following Services:

- Bring Your Own Device ("BYOD") and mobile management;
- Firewall management;
- Privacy Impact Assessment ("PIA");
- Mobile storage services; and
- Payment Card Industry ("PCI") management.

## 2.10 Category G: Network Services

Supplier shall provide Clients with an extensive range of networking Services, as it relates to ensure Clients' network infrastructure is up to date and operational.

Clients may have implemented various network designs which are more or less complex.

As part of network Services the Supplier should, at a minimum, provide the following Services:

- Design;
- Wireless Local Area Network ("WLAN") support services;
- Expansion;
- Migration; and
- Network diagnostics.

## 2.11 Category H: Quality Assurance and Testing

The Supplier shall provide Clients with diverse Quality Assurance ("QA") and Testing Services. The Services should cover at least the following areas:

- Application;



- Network;
- IT infrastructure;
- Integration; and
- Website.

The Supplier should provide at a minimum the following:

- Acceptance testing;
- Background testing;
- Black Box testing (input/output driven testing);
- Bottom up testing;
- Boundary testing;
- Build acceptance testing;
- Combination testing;
- Configuration/platform testing;
- Cursory testing;
- Documentation testing;
- Environment testing;
- Failure analysis testing;
- Full Product testing;
- Functionality testing;
- Installation testing;
- International functional testing;
- Language accuracy testing (translation testing);
- Load testing;
- Loop testing;
- Memory testing;
- Multi-user simultaneous access testing;
- Performance testing;
- Prototype testing;
- Recovery testing;
- Regression testing;
- Reliability testing; and
- Security testing.

## **2.12 Category I: System Integration**

The Supplier shall provide Clients with a wide range of System Integration Services to enable Clients to link together different computing systems and software applications physically or functionally, to act as a coordinated whole.

Clients may request the Supplier to provide system integration Services in the methods listed below:

- Horizontal integration;
- Vertical integration;
- Star integration; and
- Common data format.

As part of system integration Services the Supplier should, at a minimum, provide the following Services:

- Business intelligence services;
- Data management services;
- Enterprise application integration;
- Enterprise architecture;
- Enterprise content management;
- Enterprise resource planning (“ERP”) including, but not limited to the following elements:
  - HR,
  - Finance,
  - Facilities management and

- Fundraising.
- Identity management (including Access Federation Services (“AFS”));
- Information Management System (“IMS”) integration; and
- Information security.

### **2.13 Category J: Technical Support**

The Supplier shall provide assistance to Clients’ end users and/or level one (1) and level two (2) users, as defined by the Information Technology Infrastructure Library (“ITIL”), on technology products including but not limited to:

- Mobile devices;
- Televisions;
- Computers;
- Software;
- Server and network infrastructure; and
- Other hardware, electronic or mechanical goods.

The Supplier should help Clients’ staff members and/or users to solve specific problems with a product, until it comes to a resolution.

As part of technical support Services the Supplier should, at a minimum, provide the following Services:

- 24/7 help desk;
- Monthly maintenance;
- On-Site;
- Self-serve knowledge base;
- Per incident;
- Remote assistance; and
- Third party after hour support.

### **2.14 Category K: Website Services**

Supplier shall provide website Services on Clients extranet and/or intranet sites and/or portals.

As part of website Services the Supplier should, at a minimum, provide the following Services:

- Content Management System (“CMS”) integration;
- AODA compliance audit;
- Design and development;
- Content migration;
- Information architecture;
- Hosting solution;
- Intranet and internal portal services;
- Mobile devices including strategy for mobile devices;
- Functional and usability testing; and
- SharePoint services.

### **2.15 Additional Services**

Clients may require additional Services including but not limited to:

- Advisory Services;
- Training;
- IT strategy services; and
- IT service management.

## **2.16 Order**

Clients may require a variety of different ordering mechanisms (e.g. by phone, fax, email).

## **2.17 Pricing Methodology**

### **2.17.1 Rates**

If the Proponent is successful under this RFP, the Ceiling Rate proposed for each Service category in the Proponent's Rate Bid Form is the maximum amount in Canadian funds that the Supplier may charge a Client for the Services performed, which shall not exceed the applicable Ceiling Rate. See the definition of Ceiling Rates set out in Section 1.13.

However, a Ceiling Rate may be lowered when the Supplier responds to a Quick Quote and gains a better understanding of the specific project requirements. The Rate set out in a Quick Quote shall not exceed the Ceiling Rate.

The Supplier may review the description of a proposed project for the purpose of the Supplier providing an estimate.

At any time during the Term of the Agreement, the Supplier may choose to lower any Ceiling Rate listed in the Agreement between the Supplier and Client by way of an amendment document.

### **2.17.2 Reduced Assignment Rates**

Supplier may choose to reduce its Rates for an Assignment (e.g. with or without a Quick Quote) that is lower than the applicable Ceiling Rate shown on the Agreement.

Should the Supplier choose to reduce the Rate, the reduced Rate will be in effect only for the specific Assignment (i.e. the Supplier will not be obligated to extend the reduced Rate to any other Assignment or Client).

### **2.17.3 Lowered Rates for the Agreement**

At any time during the Term of the Agreement, the Supplier may choose to lower any Rate listed in the Agreement between the Supplier and OEMC by way of an amendment document.

### **2.17.4 Optional Pricing Refresh**

OEMC or the Supplier may request a pricing review at the first optional extension period, if exercised.

Either party shall request a price review by providing a written notice hundred-twenty (120) days prior to the end date of the Agreement.

Any such request from a Supplier for a pricing refresh must be accompanied by appropriate documentation. As part of any review OEMC will consider pricing adjustments that reflect changes in operation adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, or ordinances. OEMC will not consider any fixed costs or overhead adjustments in its review.

Performance received under the Agreement will be considered when contemplating any proposed Rate increases.

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

If a price Rate review is not requested the Rates will remain the same for the optional extension period of the Agreement, if exercised.

If a proposed Rates increase is not accepted by OEMC, the Agreement extension will not be exercised.

Agreement will be amended accordingly, if necessary.

### **2.17.5 Taxes and Travel Expenses**

The Ceiling Rates quoted will be exclusive of Harmonized Sales Tax (HST). HST must be itemized separately on all invoices.

Travel and accommodation expenses shall not be included in the Ceiling Rates quoted.

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

Clients are not responsible for any meal, hospitality, or incidental expenses incurred by the Supplier, whether incurred while travelling or otherwise.

### **2.18 Permits, Licences, and Approvals**

Suppliers shall obtain all permits, licences, and approvals required in connection with the supply of the Services. The costs of obtaining such permits, licences, and approvals shall be the responsibility of, and shall be paid for by, the Supplier.

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

### **2.19 Personnel**

Upon request, the Supplier should submit information related to the qualifications and experience of its personnel who will be assigned to provide the Services, which may include resumes, documentation of accreditation, and / or letters of reference. See Section 4.5.4 before submitting any such personal information. Clients may request the Suppliers to provide these information prior to when the Services are required.

In the event of an assigned personnel changes, the Supplier must receive the Clients approval prior to when the new assigned personnel changes.

### **2.20 Invoicing**

Clients require flexibility in invoicing and payment processes.

Supplier shall submit invoices, either a paper or electronic format, per Service. The invoice shall contain, at minimum, the following:

- Client purchase order number (if applicable) and/order date;
- Service description;
- Quick Quote reference number, if applicable;
- Rate per Deliverables;
- Total cost;
- HST must be itemized separately; and
- Name of personnel, if applicable.

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

### **2.21 Payment Terms**

The Client's standard payment terms are net thirty (30) days. Different payment terms may be agreed upon when executing CSAs.

### **2.21.1 Retainer**

Clients may pay the Supplier a single advance payment or a recurring (e.g. monthly) payment for the provision of recurrent or periodic Services.

### **2.22 Disaster Recovery and Business Continuity**

The Supplier should have and provide to OEMC and/or Clients upon request, a well-defined disaster recovery and business continuity program including the process, policies and procedures related to preparing for recovery or continuation of Services' availability and support critical to Clients.

### **2.23 Accessibility for Ontarians with Disabilities Act**

OEMC is committed to the highest possible standards for accessibility. Supplier must be capable to recommend and deliver, as appropriate for each Deliverable, accessible and inclusive goods and / or services consistent with the Ontario Human Rights Code (OHRC), the *Ontarians with Disabilities Act, 2001* (ODA) and *Accessibility for Ontarians with Disabilities Act, 2005* (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities.

In accordance with Ontario Regulation 429-07 made under the *Accessibility for Ontarians with Disabilities Act, 2005* (Accessibility Standards for Customer Service), Clients have established policies, practices and procedures governing the provision of its goods and services to persons with disabilities.

The Supplier are required to comply with the Client's accessibility standards, policies, practices, and procedures, which may be in effect during the Term of the Agreement and which apply to the Deliverables to be provided by the Supplier.

### **2.24 Customer Support**

The Supplier or any part of consortium or dealer network shall provide effective customer support to Clients including, but not limited to:

- A responsive account executive (or a team of personnel lead by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing administrative support;
- The Supplier's team must be responsive to the needs of the Clients (i.e. next Business Day response), provide requested information and documentation in a timely manner and issue resolution;
- Easy access to the Supplier (i.e. by toll free telephone number, email, voicemail, and fax);
- Attending quarterly business reviews with Clients or other meetings, as requested; and
- Providing reports to Clients, as required.

### **2.25 Agreement Management Support to OEMC**

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

- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement, including respecting the Clients mandatory requirement to fulfill their supply chain code of ethics as set out in the BPS Procurement Directive;
- An account manager responsible for the overall management and reporting of the Agreement, including the management of area account managers and or local dealers responsible for the delivery of services to Clients;
- Promoting the Agreement as set out in Section 1.11 of this RFP within the Client community;

- Attending quarterly business review meetings with OECM to review CSAs, Deliverables, performance, sales, issue management, opportunities for improvement, and other appropriate business activities;
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- Monitoring, managing and reporting pricing, savings and service quality (including customer support);
- Conducting comparative analysis and surveys regularly during the Term of the Agreement to ensure customer satisfaction and support for Client's strategic direction; and
- Timely submission of Product sales report, any ad hoc reports and the applicable Cost Recovery Fee ("CRF").

## **2.26 OECM Cost Recovery Fee**

As a not-for-profit/non-share corporation, OECM recovers its operating costs through its agreements based on the before tax amount invoiced (e.g. aggregated Client purchases) by the Supplier to Clients. These Cost Recovery Fees ("CRF") will ultimately lead to OECM's financial self-sufficiency.

OECM will collect a quarterly, based on a calendar year, CRF of three percent (3%) for all Services for the Term of the Agreement.

Harmonized Sales Tax ("HST") is applicable to the CRF payments made to OECM.

- The first CRF shall be paid to OECM by **January 8, 2015**, and include any Client purchases made between the Agreement execution date and **December 31, 2014**; and
- The CRF shall be paid quarterly thereafter.

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

**[End of Part 2]**

## PART 3 - EVALUATION OF PROPOSALS

### 3.1 Stages of Proposal Evaluation

OECM will conduct the evaluation of Proposals in the following five (5) stages:

Stages	Evaluation
Stage I	Mandatory Requirements
Stage II	Rated Requirements
Stage III	Pricing
Stage IV	Cumulative Score
Stage V	Tie Break

### 3.2 Evaluation Point Allocation

The following table is a summary of the point allocation for the evaluation of this RFP:

Stages	Evaluation	Maximum Points	Minimum Threshold Requirement
Stage I	Mandatory Requirements	Pass/Fail	Pass
Stage II	Rated Requirements	65	32.5
Stage III	Pricing	35	N/A
Stage IV	Cumulative Score	100	N/A

Please refer to Appendix E where rated requirements are set out.

### 3.3 Stage I – Review of Mandatory Requirements (Pass/Fail)

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

During Stage I of the evaluation, Proposals will be examined to ensure that they meet the mandatory requirements. The Proponent must ensure that all mandatory requirements have been addressed satisfactorily in its Proposal, in order for the Proposal to proceed to Stage II of the evaluation process. Any Proposal that is not considered by OECM to meet all mandatory requirements will be disqualified and not evaluated further.

A Proposal must include the following three (3) completed mandatory forms:

Appendix	Title of Appendix
Appendix B	Form of Offer
Appendix C	Rate Bid Form
Appendix F	Consortium Information, if applicable

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

### **3.3.1 Form of Offer - Appendix B (Mandatory Form)**

Each Proposal must include a Form of Offer (Appendix B) completed and signed by the Proponent.

#### **(a) Conflict of Interest**

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

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

#### **(b) General**

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

Other than inserting the information requested and signing the Form of Offer, a Proponent may not make any changes to or qualify the Form of Offer in its Proposal. A Proposal that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the RFP may be disqualified. If a Proposal is not disqualified despite such changes or Proposals, the provisions of the Form of Offer as set out in this RFP will prevail over any such changes or Proposals in or to the Form of Offer provided in the Proposal.

#### **(c) Proof of Insurance**

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

### **3.3.2 Rate Bid Form – Appendix C (Mandatory Form)**

The Rate Bid Form, completed by the Proponent in accordance with the instructions contained below and in Appendix C, provided that the following shall apply:

- All Rates shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, office support, profit, permits, licenses, labour, insurance, Workplace Safety Insurance Board costs, travel, and warranties, and further shall not be subject to adjustment for fluctuations in foreign exchange rates;
- All prices shall be quoted exclusive of the HST or other similar taxes, each of which, if applicable, should be stated separately;
- All Rates quoted shall remain firm for the Term of the Agreement;
- In the event of any discrepancy in the pricing within a Proposal, the lowest unit Rate submitted shall prevail; and
- The Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the RFP, and that it has factored all of the provisions of the Agreement into its pricing assumptions, calculations and into its proposed Rates.

A Proposal that includes conditional, optional, contingent or variable rates that are not expressly requested in the Rate Bid Form may be disqualified.



### 3.3.3 Consortium Information – Appendix F (Mandatory Form, if applicable)

Each Proposal must include a completed and signed Consortium Information (Appendix F) if applicable to the Proponent.

### 3.4 Stage II – Rated Requirements (65 Points for each Service Category)

Stage II will consist of an evaluation and scoring of each eligible Proposal on the basis of rated requirements.

**A separate evaluation and scoring will be conducted for each Service category.**

The maximum points allocated for **each category** in stage II is 65 points. A minimum threshold is required in order for the Proposal to receive a **pass** in this stage and proceed to Stage III of the evaluation process.

Any Proposal that does not meet the required minimum threshold for applicable rated requirements will receive a **fail** and not proceed to Stage III of the evaluation process.

Each Proposal will be scored based on the Proponent's response to the information contained in Appendix E of this RFP.

It is important that Proposals clearly provide all the necessary information so that a thorough assessment of the Proponents' experience, qualifications and capabilities can be made. Responses and substantiating documentation should be direct and grouped together in Appendix E to ensure the evaluation team is able to locate particular information.

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

The response to each rated requirement in Appendix E should:

- Be complete (bullet point format is acceptable);
- Concise, factual; and
- Exhibit the Proponents understanding of business needs by providing answers validating its capabilities.

The following is an overview of the point allocation and minimum score requirements for all Service categories and rated requirements of this RFP (N/A denotes – not applicable):

<b>Rated Requirement Components for all Service Categories</b>	<b>Available Points</b>	<b>Minimum Score Required</b>
Proponent's overview, skills and knowledge	10	N/A
Project management and Service specification	30	15
Service delivery	12	N/A
Technology and innovation	5	N/A
Customer support and contract management	8	N/A
<b>TOTAL POINTS</b>	<b>65 points</b>	<b>32.5</b>

Please note, detailed rated requirements for the above components, including sub-point allocations are set out in Appendix E. A minimum score for rated requirements as noted above must be achieved for any Proponent to **pass** and move on to the next stage of evaluation.

### 3.5.1 Stage III – Pricing (35 Points for each Service Category)

The Proponent shall submit one (1) completed Appendix C – Rate Bid Form for each Service category being proposed.

A separate evaluation and scoring will be conducted for **each** Service category.

Only at the completion of Stage II, will the package containing Appendix C – Rate Bid Form be opened for all Eligible Proposals.

All Rates applicable to the Services requested in this RFP or identified in the Proposal must be provided in the Proponent's Rate Bid Form (Appendix C).

Each Eligible Proposal will be evaluated and scored based on the point allocation set out in Appendix C. Points will be calculated - using a relative formula (i.e. by dividing that Proponent's Rate into the lowest Rate bid) for proposed Rates on the Rate Bid Form.

Example- Pricing Evaluation For Service Category A – Application Management		
Proposed Prices	Calculation	Resulting Points
If Proponent 1 proposes the lowest Ceiling Rate of \$250.00, that Proponent will receive 100% of the 5 points available.	$\$250.00 \div \$250.00 \times 5$	5.00
If Proponent 2 proposes a Ceiling Rate of \$285.00, that Proponent will receive 87.71% of the 5 points available.	$\$250.00 \div \$285.00 \times 5$	4.39
If Proponent 3 proposes a Ceiling Rate of \$310.00, that Proponent will receive 80.64% of the 5 points available.	$\$250.00 \div \$310.00 \times 5$	4.03

The above calculation will occur for all components for each Service category.

### 3.5 Stage IV – Cumulative Score

At the conclusion of Stage III, the scores from Stages II, and III will be totaled for **each** Service category and, subject to the express and implied rights of OECM, the highest scoring Proponents in **each** Service category will become the Preferred Proponent and invited to enter into the Form of Agreement, attached in Appendix A.

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

### 3.6 Stage V - Tie Break

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

### 3.2 Execution of Agreement with Preferred Proponent

For certainty, OECM makes no commitment to the Preferred Proponent that an Agreement will be executed. The Preferred Proponent acknowledges that the commencement of any discussions does not obligate OECM to execute the Agreement.

Subject to the requirements of this Section, OECM expects that the Agreement will be finalized within fifteen (15) Days after notification of award.

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

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

### **3.2.1 Agreement Launch and Marketing**

OECM will promote the use of the Agreement with Clients as set out in Section 1.11. During the post award period, the Supplier will be expected to meet with OECM, as-and-when-required, to discuss an effective collaborative Agreement launch approach.

OECM will work closely with the Supplier and requests that, where available, communications and marketing experts join discussions to achieve the desired outcome.

**[End of Part 3]**

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

### 4.1 General Information and Instructions

#### 4.1.1 RFP Timetable

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

RFP Timetable	
Event	Date
OECEM's Issue Date of RFP:	July 24, 2014
Proponent Information Session:	11:00:00am on July 30, 2014
Proponent's Deadline for Questions:	2:00:00pm on August 5, 2014
OECEM's Deadline for Issuing Addenda:	August 7, 2014
Proponent's Deadline for Questions Pertaining to Issued Addenda only:	2:00:00pm on August 14, 2014
OECEM's Deadline for Issuing Final Addenda:	August 16, 2014
Proposal Submission Deadline:	<b>2:00:00pm on September 4, 2014</b>
Anticipated Agreement Start Date:	November 2014

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

OECEM may amend any timeline, including the Proposal Submission Deadline, without liability, cost, or penalty, and within its sole discretion.

In the event of any change in the Proposal Submission Deadline, the Proponents may thereafter be subject to the extended timeline.

#### 4.1.2 Proponent Information Session

Proponents may, but are not required to, attend the Proponent Information Session, which will take place at the time set out in Section 4.1.1.

Proponents wishing to attend should register, noting its full legal name and the names of the representatives by emailing the RFP Coordinator prior to 9:00am on July 30, 2014. Access to the teleconference and any applicable information will be emailed to the registered Proponents.

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

The Proponent Information Session is not an opportunity for Proponent's to direct questions about the RFP document – Proponents must submit questions to the RFP Coordinator as set out in Section 4.2.1 below.

Any changes to the Proponent Information Session meeting date will be issued in an addendum on MERX™ and Bidding.

Information provided during this session will be posted on MERX™ and Bidding.

#### **4.1.2 Proponents to Follow Instructions**

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

#### **4.1.3 Proposals in English**

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

#### **4.1.4 OECM's Information in RFP Only an Estimate**

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

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

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

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

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

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

#### **4.2.1 RFP Coordinator Contact Information**

All communications regarding any aspect of this RFP must be emailed to the following RFP Coordinator:

Name: Michael Muraz  
Title: Business Analyst  
Email: [michael.muraz@oecm.ca](mailto:michael.muraz@oecm.ca)

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

- Any employee or agent of OECM (other than the RFP Coordinator);
- Any member of OECM's governing body (such as Board of Governors, Board of Directors, or advisors);
- Any employee, consultant, or agent of Clients;
- Any member of Clients (such as Board of Governors, Board of Directors, or advisors); and

- Any elected official of any level of government, including any advisor to any elected official.

#### **4.2.2 Proponents to Review RFP**

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

- Shall report any errors, omissions, or ambiguities; and
- May direct questions or seek additional information on or **before** the Proponent's Deadline for Questions to the RFP Coordinator.

All questions submitted by Proponents shall be deemed to be received once the email has entered into the RFP Coordinators' email inbox.

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

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

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

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

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

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

#### **4.2.3 Proponent to Notify**

In the event a Proponent has any reason to believe that any of the circumstances listed in Section 4.2.2 exist, the Proponent must notify the RFP Coordinator in writing prior to submitting a Proposal. If appropriate, the RFP Coordinator will then clarify the matter for the benefit of all Proponents.

Proponents shall not:

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

#### **4.2.4 All New Information to Proponents by way of Addenda**

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

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

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

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

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

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**

To be considered in the RFP process, a Proposal must be received **on** or **before** the Proposal Submission Deadline as set out in Section 4.1.1, in a sealed package and should bear the Proponent's name, return address, RFP number, and the RFP Coordinator's name.

Proposals received **after** the Proposal Submission Deadline shall not be considered and will be returned to the Proponent unopened.

Regardless of the method of delivery chosen by Proponent (such as courier, delivery service, Canada Post), each Proponent is responsible for the actual delivery of its Proposal to the address set out below.

#### **Submission address:**

Ontario Education Collaborative Marketplace  
90 Eglinton Avenue East, Suite 504  
Toronto, Ontario, Canada  
M4P 2Y3

Proposals transmitted by facsimile or sent by any other electronic means 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 Submission Requirements**

Proposals should be submitted in accordance with the instructions set out in this RFP in two (2) separate sealed packages as set out below.

#### **Package 1 - Proposal:**

##### **Must include:**

- A completed and signed Appendix B - Form of Offer;
- A completed and signed Appendix F – Consortium Information (if applicable); and

##### **Should include:**

- a completed Appendix D – Reference Form,

- A completed Appendix E – Rated Requirements;
- A completed Appendix H – Zone Coverage; and
- Any other (non-mandatory) information.

Please do not include any financial information in Package 1 – Proposal.

**Package 2 - Pricing:**

**Must include:**

- A completed Appendix C – Rate Bid Form.

The following table sets out the required number of documents per package:

Requirements	Submit the following quantities in each Package:	
	Package 1 – Proposal	Package 2 – Pricing
<b><u>Original</u></b> (bound)	1	1
Photocopies (bound)	4	1
Photocopy (unbound)	1	0
Electronic copy (searchable and not locked)	1	1

In the event of a conflict or inconsistency between the **original** and the electronic copy of the Proposal or the Rate Bid Form, the **original** version shall prevail.

Proposals should be completed without delineations, alterations, or erasures. In the event of a discrepancy between the **original** of a Proposal and any of the copies, the **original** shall prevail.

The Proponent should identify and mark any trade secret or proprietary intellectual property in its Proposal.

Proposals submitted in any other manner may be subject to disqualification.

**4.3.3 Other Proposal Considerations**

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

- All pages should be numbered;
- Any embedded literature links within a Proposal should be a direct link to the specific page rather than the Proponent's main website. Where literature links are not possible, a PDF document may also be incorporated within the Proposal. Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored;
- The Appendices provided, as appropriate, should be used for completing the Proposal;
- Completely address, on a point-by-point basis, each rated requirement identified in Appendix E and the Proposal should be complete in all respects;
- Adhere to the Proposal format requirements described herein; and



- Respond to the requirements in the applicable Appendices, or as may be directed in this RFP.

#### **4.3.4 Proposal Receipt by OECM**

Every Proposal received will be date/time stamped at the location referred to in Section 4.3.1. A receipt will be provided upon request.

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

#### **4.3.5 Withdrawal of Proposal**

A Proponent may withdraw its Proposal only by providing written notice to the RFP Coordinator before the Proposal Submission Deadline. A Proposal may not be withdrawn after the Proposal Submission Deadline.

OECM has no obligation to return withdrawn Proposals.

#### **4.3.6 Amendment of Proposal**

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

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

OECM has no obligation to return amended Proposals.

#### **4.3.7 Completeness of Proposal**

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

#### **4.3.8 Proposals Retained by OECM**

All Proposals submitted by the Proposal Submission Deadline shall become the property of OECM and will not be returned to the Proponents.

#### **4.3.9 Proposal Irrevocability**

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 4.3.5, a Proposal shall be irrevocable by the Proponent for one-hundred-and-twenty (120) days from the Proposal Submission Deadline.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4.3.15 Proposal Acceptance**

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

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

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

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

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

#### **4.3.18 Substantial Compliance**

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

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

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

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

#### **4.4 Execution of Agreement, Notification and Debriefing**

##### **4.4.1 Selection of Proponent**

OECM anticipates that the Preferred Proponent will be selected within sixty (60) days of the Proposal Submission Deadline. Notice of selection by OECM to the Preferred Proponent will be in writing by email from the RFP Coordinator.

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

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

##### **4.4.2 Failure to Enter Into Agreement**

In addition to all of OECM's other remedies, if the Preferred Proponent fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) Days of notice of selection, OECM may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent.

##### **4.4.3 Notification to Other Proponents of Outcome of RFP Process**

Once the Supplier and OECM execute the Agreement, the other Proponents will be notified in writing by email of the outcome of the RFP process, including the name of the Supplier, and the award of the Agreement.

##### **4.4.4 Debriefing**

The RFP Coordinator will invite Proponents to attend a debriefing from OECM after award notification.

OECM will not disclose submission information from other Proponents.

The intent of the debriefing information session is to aid the Proponent in presenting a better Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

##### **4.4.5 Bid Dispute Resolution**

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

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

A protest in writing shall include the following:

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

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

#### **4.5 Prohibited Communications, Confidential Information and FIPPA**

##### **4.5.1 Confidential Information of OECM**

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

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

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

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

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

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

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

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

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

#### 4.5.4 Personal Information

Personal Information shall be treated as follows:

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

#### 4.5.5 Non-Disclosure Agreement

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

#### 4.5.6 Freedom of Information and Protection of Privacy Act

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

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

#### 4.5.7 Competition Act

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

#### 4.5.8 Trade Agreements

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

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

#### 4.5.9 Intellectual Property

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

## 4.6 Reserved Rights and Governing Law of OECM

### 4.6.1 General

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

- Make public the names of any or all Proponents;
- Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information, if accepted, into the Proposal, at OECM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in OECM's sole and absolute discretion;
- Verify with any Proponent or with a third party any information set out in a Proposal, as described in Section 4.3.14;
- Check references other than those provided by the Proponent;
- Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with OECM impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP;
- Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached a contract with OECM, or has otherwise failed to perform such contract to the reasonable satisfaction of OECM, the Proponent has been charged or convicted of an offence in respect of a contract with OECM, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM;
- 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;
- 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;
- Accept or reject a Proposal if only one (1) Proposal is submitted;
- Reject personnel and/or a Subcontractor proposed by a Proponent;
- Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;
- Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
  - OECM determines it would be in the best interest of OECM not to award an Agreement,
  - the Proposal prices exceed the bid prices received by OECM for Services acquired of a similar nature and previously done work,
  - the Proposal prices exceed the costs OECM or its Clients would incur by doing the work, or most of the work, with its own resources,
  - the Proposal prices exceed the funds available for the Services, or

- the funding for the acquisition of the proposed Services has been revoked, modified, or has not been approved,

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

- Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal; and
- Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM or is otherwise engaged in a dispute with OECM.

By submitting a Proposal the Proponent authorizes the collection, by OECM, of the information identified in this RFP which OECM may request from any third party.

#### **4.6.2 Rights of OECM – Preferred Proponent**

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

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

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

#### **4.6.3 No Liability**

The Proponent agrees that:

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

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

#### **4.6.4 Assignment**

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

#### **4.6.5 Entire RFP**

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

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

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

#### **4.6.7 Governing Law**

The laws of Ontario and the federal laws of Canada applicable shall govern the RFP, the Proposal, and any resulting Agreement therein.

**[End of Part 4]**

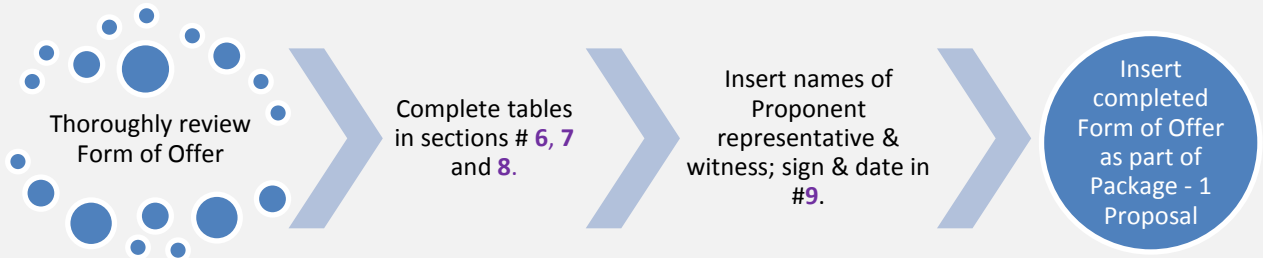


## **APPENDIX A – FORM OF AGREEMENT**

The Form of Agreement is posted as a separate PDF file.

## APPENDIX B – FORM OF OFFER

The submission of this Form of Offer is a mandatory requirement of this RFP. Complete the Form of Offer as set out below:



Proposals, which do not comply with all mandatory requirements, may, subject to the express and implied rights of OECM, be disqualified and not be evaluated further.

To: OECM

From: **[Insert Proponent Name]**

Re: **IN THE MATTER OF** our Proposal dated **[Insert date]** to which this Form of Offer is an integral part the Proposal prepared by **[Insert Proponent's Name]** and submitted in response to this RFP issued by OECM on July 24, 2014, regarding the selection of a Proponent to execute the Agreement pursuant to this RFP.

I am duly authorized by the Proponent, including the persons, firms, corporations, and advisors joining in the submission of this Proposal, to execute this Form of Offer. I solemnly declare and certify as follows:

**1. Offer**

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting its Proposal including this Form of Offer, the Proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement, except as otherwise noted, and offers to provide the Services in accordance therewith at the Rates set out in Appendix C - Rate Bid Form.

**2. Prices**

As a mandatory requirement, the Proponent has submitted its Pricing in accordance with the instructions in the RFP and in the form set out in Appendix C – Rate Bid Form.

**3. Proposal Irrevocable**

The Proponent agrees that its Proposal shall be irrevocable for one-hundred-and-twenty (120) days following the Proposal Submission Deadline.

**4. Disclosure of Information**

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to OECM's advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

**5. Proof of Insurance and Good Standing under the *Workplace Safety and Insurance Act (Ontario)***

By signing this Form of Offer, the Proponent agrees, if selected, that it has verified its capability to do so and will provide proof of insurance coverage and a clearance Certificate of good standing under the *Workplace Safety and Insurance Act (Ontario)* as set out in the Form of Agreement.

**6. Addenda and Questions/Answers**

The onus remains on Proponents to make any necessary amendments to its Proposals based on all addenda and question/answer documents issued by OECM prior to the Deadline for Issuing Final Addenda.

Addenda and Question/Answers	The Proponent is deemed to have read the following:
The number of addenda posted =	<b><i>[Enter the number of addenda received, if any.]</i></b>
The number of question/answer documents posted =	<b><i>[Enter the number of question/answer documents received, if any.]</i></b>

**7. Unfair Advantage and Conflict of Interest Statement**

Prior to completing this Form of Offer, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 1.15 of this RFP.

Conflict of Interest	Response
Is there an actual or potential Unfair Advantage or Conflict of Interest, relating to the preparation of its Proposal, or if the Proponent foresees an actual or potential Unfair Advantage or Conflict of Interest in performing the contractual obligations contemplated in the RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No  <b><i>[If yes, please enter details here.]</i></b>

The Proponent agrees to provide any additional information, which may be requested by the RFP Coordinator, in the form prescribed by the RFP Coordinator.

Where, in its sole discretion, OECM concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Proposal, or terminate any Agreement awarded to the Proponent under the RFP.

**8. Proponent Information**

Insert the required information in the table below.

Information Required	Response
Full legal name of the Proponent is:	<b><i>[Enter response here.]</i></b>
Any other relevant name under which the Proponent carries on business is:	<b><i>[Enter response here.]</i></b>
The jurisdiction under which the Proponent is governed is:	<b><i>[Enter response here.]</i></b>


Information Required	Response
The name, address, telephone and fax numbers, and email address of the Proponent's contact person are:	<b><i>[Enter response here.]</i></b>
The Proponent's business model:	<p style="text-align: center;"><b><i>[Enter response here.]</i></b></p> <p> <input type="checkbox"/> individual                      <input type="checkbox"/> consortium*  <input type="checkbox"/> partnership                      <input type="checkbox"/> corporation  <input type="checkbox"/> sole proprietorship </p> <p><b>*If the Proponent is a consortium, Appendix F must be completed, signed, and submitted with the Proponent's Proposal.</b></p>

**9. Execution of Agreement**

If its Proposal is selected by OECM, the Proponent agrees to finalize and execute the Agreement substantially in the form set out in the Form of Agreement in accordance with the terms of the RFP.

<b>Witness:</b>
Signature:
Printed Name:
Date:

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

	<p><b>BEFORE submitting a Proposal, ensure this Form of Offer has been completed fully and signed by the witness and the Proponent's Representative.</b></p>
<p><b>Refer to Part 3 of the RFP for details.</b></p>	

## **APPENDIX C – RATE BID FORM**

**Appendix C is attached as a separate Microsoft Excel file.**

All Proponents should refer to and review the applicable sections in the RFP before responding.

## APPENDIX D – REFERENCE FORM

Each Proponent is required to provide three (3) references from organizations which the Proponent has provided the same or similar Deliverables, for all categories within the past three (3) years.

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

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

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

<b>Proponent's Name</b>	
-------------------------	--

### Reference #1

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

### Reference #2

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

### Reference #3

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

## APPENDIX E – RATED REQUIREMENTS

Appendix E is attached as a separate Microsoft Excel file.

## APPENDIX F – CONSORTIUM INFORMATION

This Appendix **must** be completed, signed, and submitted with a Proponent’s Proposal, if the Proposal is submitted by a consortium.

Information Required	Response
Name of the legal entity that is liable and responsible to OECM for the provision of the Deliverables in this RFP (i.e. the Proponent).	<b><i>[Enter response here.]</i></b>
<ul style="list-style-type: none"> <li>Describe the consortium members and what each will supply.</li> </ul>	<b><i>[Enter response here.]</i></b>
<ul style="list-style-type: none"> <li>Describe the contingency plan if a consortium member is no longer part of the consortium.</li> </ul>	<b><i>[Enter response here.]</i></b>

Witness:
Signature:
Printed Name:
Date:

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



## APPENDIX G – SCENARIOS

All scenarios provided in this Appendix are hypothetical and do not reflect actual requirements from Clients.

### 1. Category A: Application Management

A College wants to implement Blackboard Learn. Lacking the internal expertise, the client is looking for a third-party provider to perform the implementation. The College has nine (9) campuses in North-East Zone, with five-thousand (5,000) students and four-hundred (400) staff.

The College wants to include the following building blocks:

- 24/7 campus support and help desk software;
- 24/7 social media engagement software;
- Blackboard building block for e-readers;
- Blackboard mobile web services building block;
- Course modulator;
- Google scholar building block; and
- ExamSoft connect.

The Client expects the Supplier to provide, at a minimum, the following services:

- Building a roadmap;
- Assessing the technical requirements;
- Recommending necessary changes in the College's IT infrastructure;
- Deploying the necessary software and hardware;
- Providing training materials for staff and students;
- Providing two (2) training sessions for eight (8) trainer staff; and
- Troubleshooting for three (3) months after the deployment.

The Proponent is not responsible for the procurement of additional hardware and/or software.

### 2. Category B: Audit and Compliance

A School Board from Eastern Ontario requires a security threat and risk assessment in its IT systems. The School Board has sixty (60) schools and twenty-thousand (20,000) students. The audit should consider the hundred-eighty (180) printers and eight-hundred (800) computers spread across the School Board's various schools, as well as the LAN and WLAN networks.

The Client expects the Supplier to provide, at a minimum, the following services:

- Planning the audit;
- Conducting stakeholder interviews;
- Performing a risk and asset analysis;
- Reviewing internal procedures;
- Assessing documentation sensitivity; and
- Providing a detailed audit report.

### 3. Category C: E-Learning

A University is looking to implement the Moodle Learning Management System for two (2) campuses in Eastern Ontario, including twenty-five-hundred (2,500) staff and thirty-five-thousand (35,000) students. The system has the following requirements:

- The proposed system must handle the following features and functions:
  - Assignment submission, grading and feedback;

- Discussion forums;
- Files downloads;
- Online calendar;
- Online quiz; and
- Wiki.

In addition the proposed system must:

- Be AODA-compliant;
- Be mobile-accessible;
- Have learning plan available;
- Authentication method to interface with the existing student ID system;
- Have the help desk built-in to help the users;
- Have a plagiarism-detection service; and
- Provide an access to Google Drive, Evernote and Microsoft OneDrive.

The Client expects the Supplier to provide, at a minimum, the following services:

- Designing the necessary infrastructure for an on-site installation of the system;
- Installing the Moodle system;
- Developing the plug-ins necessary to meet the requirements;
- Deploying the necessary software and hardware;
- Providing training materials for staff and students; and
- Providing two (2) training sessions for twenty (20) trainer staff.

The Proponent is not responsible for the procurement of additional hardware and/or software.

#### **4. Category D: Electronic Records and Content Management Services**

A School Board from North-West Ontario is looking for advice regarding an Electronic Content Management Software (ECMS). With fifteen-hundred (1,500) students and sixty (60) staff over six (6) schools, the School Board does not have a records manager, or a records policy.

The Client expects the Supplier to provide, at a minimum, the following services:

- Identifying the documents to be included;
- Creating a retention schedule plan;
- Creating a records and retention guidebook;
- Identifying and creating policies and procedures;
- Identifying the construct of the document and or records structure; and
- Defining the requirements of the ECMS.

The Proponent is not responsible for choosing the ECMS.

#### **5. Category E: IT Infrastructure**

A College wants to migrate its current system to Microsoft Office 365. The College is currently using Microsoft Windows Exchange Server 2007 and Active Directory on Microsoft Windows Server 2008, as well as Microsoft Office SharePoint Server 2007. Most of the College's computers are using Microsoft Office 2007, but some have Microsoft Office 2010 or Microsoft Office 2013.

The College has seventeen-thousand (17,000) students and twelve-hundred (1,200) staff on six (6) different campuses in Central Ontario. Each campus has its own server room. The College currently has around four-thousand (4,000) computers, hundred-fifty (150) multifunction devices and five-hundred (500) network printers.

The College wants to move its email, calendar and contacts to the cloud with Microsoft Office 365 and is looking for recommendations regarding Microsoft SharePoint, Microsoft Azure and compatibility with Blackboard Learn.

The Client expects the Supplier to provide, at a minimum, the following services:

- Assessing the current infrastructure;
- Recommending a self-hosted, hybrid or cloud solution;
- Designing the new infrastructure;
- Deploying the hardware and software on all campuses;
- Providing training materials for staff and for students; and
- Providing two (2) training sessions for twenty (20) IT staff.

The Proponent is not responsible for the procurement of additional hardware and/or software.

## **6. Category F: Managed Security**

A University has suffered a security breach during which hackers were able to access the internal network and possibly confidential data. While the University's IT team was able to detect the intrusion, it does not have the capacity to evaluate the damages and recommend improvements. The University has seven-thousand (7,000) students and five-hundred (500) staff on two (2) campuses in Western Ontario.

The Client expects the Supplier to provide, at a minimum, the following services:

- Assessing the intrusion and the damages;
- Recommending short-term solutions to mitigate the issue;
- Performing an audit of the current security systems, including:
  - Intrusion detection;
  - Firewalls;
  - Multi-functional devices;
  - Student personal devices (laptops, tablets and smartphones);
  - Mobile storage devices (flash drives, external hard drives);
  - SharePoint;
  - Websites (main site and Moodle);
- Recommending long-term solution to enhance and optimize the University's security systems;
- Providing a detailed roadmap with budget; and
- Providing a detailed report.

## **7. Category G: Network Services**

A University wants to install wireless access using a secure access for students in its on-campus residences. The University has three (3) residences on a single campus in Central Ontario:

- Residence A is an eleven (11) storeys building built in 1985 with two-hundred-forty (240) rooms. Wireless access must cover all rooms, as well as the kitchenette and the lounge on each floor.
- Residence B is a fourteen (14) storeys hall built in 1993, with five-hundred-forty-five (545) rooms. Wireless access must cover all rooms, as well as the kitchenette on each floor and the community lounges on the main floor.
- Residence C is three (3) storey historic house built in 1890, with forty-five (45) rooms. Wireless access must cover all rooms, as well as the community kitchen, two lounges and the sun deck.

The Client expects the Supplier to provide, at a minimum, the following services:

- Performing a feasibility study;
- Recommending hardware and software solutions;
- Recommending infrastructure changes to support the deployment;

- Providing a detailed roadmap with budget;
- Performing the deployment in all residences;
- Providing training materials for staff and students; and
- Providing two (2) training sessions for twenty (20) IT employees.

The Proponent is not responsible for the procurement of additional hardware and/or software.

## 8. Category H: Quality Assurance and Testing

A School Board needs to perform performance and reliability testing on their Enterprise Resource Planning (ERP) Solution. The School Board has five-thousand (5,000) students and two-hundred (200) staff over twenty-four (24) different schools in North-East Ontario. Due to its limited size, the School Board is using a customized ERP that manages the following activities:

- Finance: Accounts Payable, Accounts Receivable, Accounting, Cost Centers;
- Budget: Loans, Treasury;
- Human Resources: Payroll, Benefits, Time Management, Expenses; and
- Procurement: Purchasing, Invoicing, Inventory.

The Client expects the Supplier to provide, at a minimum, the following services:

- Planning the testing;
- Conducting stakeholders interviews in all schools;
- Reviewing internal procedures;
- Performing a reliability and performance testing in all schools;
- Analyzing the results of the testing;
- Recommending solutions based on the analysis;
- Providing a roadmap and a budget; and
- Providing a detailed report.

## 9. Category I: System Integration

A University is looking to expand its SAP features towards students and researchers. The University has twenty-thousand (20,000) students and fourteen-hundred (1,400) staff in five (5) campuses in Central Ontario. The University currently has the following modules in its SAP Solution:

- Core human resources and payroll;
- Time and attendance management;
- Public sector budget planning;
- Public sector financials;
- Regulated and complex procurement;
- Strategic sourcing and supplier management; and
- Application lifecycle management.

The College wants to implement the following modules:

- Student lifecycle management;
- Teaching and learning;
- Educational performance analytics;
- Grants management for grantee;
- Grants management for grantor; and
- Donation management.

The Client is expecting the Proponent to provide, at a minimum, the five (5) steps of the ASAP (Accelerated SAP) methodology.

## 10. Category J: Technical Support

A School Board requires a helpdesk to provide assistance to its end users. The in-house IT service does not have the capacity to provide such a service to the School Board's sixty-three-thousand (63,000) students and five-thousand (5,000) staff in a hundred-twenty (120) schools, all located in Central Ontario.

The Client is expecting the Proponent to provide, at a minimum, the following services:

- 1st and 2nd level support for end-users, according to the Information Technology Infrastructure Library (ITIL) definition;
- 8:00am to 5:00pm availability;
- Remote assistance within thirty (30) minutes;
- On-site support within next business day, if needed; and
- Coverage for all one-hundred-and-twenty (120) schools.

## 11. Category K: Website Services

A College is looking at updating the websites for its accommodation. The current website is outdated and only displays information about the residences, the application process and student life. The College manages five (5) on-campus residences in Western Ontario with approximately fourteen-hundred (1,400) beds. The requirements for the website are the following:

- A modern and intuitive design, following the College's graphic guidelines;
- AODA-compliance;
- Display public information about student accommodation;
- Easy-to-use administration interface for non-technical users to update the website content;
- Use an open-source Content Management System (CMS);
- Manage all aspects of enrolment: application, allocation, student account, status;
- Manage all aspects of the residences: payment processing, service requests, message system, check-in and check-out, amenities booking;
- Unified authentication with the student ID system;
- Partnership with Places4Students for off-campus housing to display relevant ads; and
- Mobile-friendly.

The Client is expecting the Proponent to provide, at a minimum, the following services:

- Assessing the current architecture;
- Recommending a self-hosted or a cloud solution;
- Defining the necessary hardware and software;
- Designing the website;
- Integrating the Content Management System with the College's other applications (such as authentication, financial services or Active Directory);
- Migrating and updating the content from the current website to the new one;
- Conducting functional and usability testing;
- Deploying the new website;
- Providing training materials for staff and for students; and
- Providing two (2) training sessions for five (5) IT employees.

## APPENDIX H – ZONE COVERAGE

This Appendix should be completed and submitted with a Proponent’s Proposal.

By completing the Appendix G the Proponent must provide the Services to the Zone(s) specified below throughout the Term of the Agreement.

Service Category	Zone Covered	
<b>Category A – Application Management</b>	Central	<input type="checkbox"/>
	East	<input type="checkbox"/>
	North East	<input type="checkbox"/>
	North West	<input type="checkbox"/>
	West	<input type="checkbox"/>
<b>Category B - Audit and Compliance</b>	Central	<input type="checkbox"/>
	East	<input type="checkbox"/>
	North East	<input type="checkbox"/>
	North West	<input type="checkbox"/>
	West	<input type="checkbox"/>
<b>Category C – E-Learning</b>	Central	<input type="checkbox"/>
	East	<input type="checkbox"/>
	North East	<input type="checkbox"/>
	North West	<input type="checkbox"/>
	West	<input type="checkbox"/>
<b>Category D – Electronic Records and Content Management Services</b>	Central	<input type="checkbox"/>
	East	<input type="checkbox"/>
	North East	<input type="checkbox"/>
	North West	<input type="checkbox"/>
	West	<input type="checkbox"/>
<b>Category E – Infrastructure</b>	Central	<input type="checkbox"/>
	East	<input type="checkbox"/>
	North East	<input type="checkbox"/>
	North West	<input type="checkbox"/>
	West	<input type="checkbox"/>
<b>Category F – Managed Security</b>	Central	<input type="checkbox"/>
	East	<input type="checkbox"/>
	North East	<input type="checkbox"/>
	North West	<input type="checkbox"/>
	West	<input type="checkbox"/>

Service Category	Zone Covered	
<b>Category G – Network Services</b>	Central	<input type="checkbox"/>
	East	<input type="checkbox"/>
	North East	<input type="checkbox"/>
	North West	<input type="checkbox"/>
	West	<input type="checkbox"/>
<b>Category H - Quality Assurance and Testing</b>	Central	<input type="checkbox"/>
	East	<input type="checkbox"/>
	North East	<input type="checkbox"/>
	North West	<input type="checkbox"/>
	West	<input type="checkbox"/>
<b>Category I - System Integration</b>	Central	<input type="checkbox"/>
	East	<input type="checkbox"/>
	North East	<input type="checkbox"/>
	North West	<input type="checkbox"/>
	West	<input type="checkbox"/>
<b>Category J - Technical Support</b>	Central	<input type="checkbox"/>
	East	<input type="checkbox"/>
	North East	<input type="checkbox"/>
	North West	<input type="checkbox"/>
	West	<input type="checkbox"/>
<b>Category K - Website Services</b>	Central	<input type="checkbox"/>
	East	<input type="checkbox"/>
	North East	<input type="checkbox"/>
	North West	<input type="checkbox"/>
	West	<input type="checkbox"/>

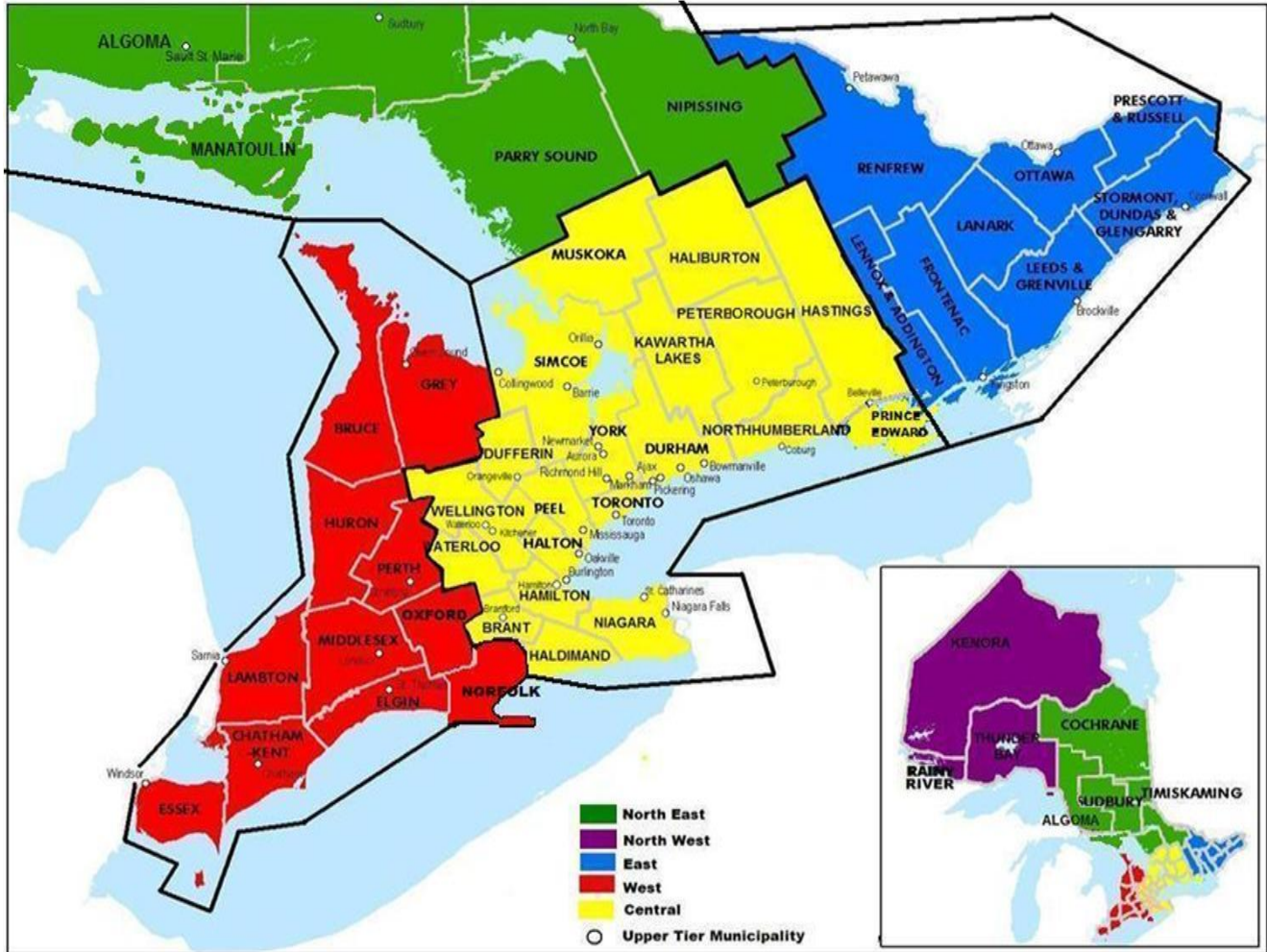




## APPENDIX J – OEMC GEOGRAPHICAL ZONES

Clients supported by OEMC sourcing initiatives are located in five (5) geographical Zones in the Province of Ontario, as set out below.

Refer to Appendix K and L of the RFP for more details on Client locations



## APPENDIX K – ONTARIO SCHOOL BOARDS, COLLEGES AND UNIVERSITIES

School Boards, Colleges, and Universities are set out below in each applicable Zone. Refer to Section 1.4 and Appendix I of the RFP for more information.

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

## APPENDIX L – OECCM'S OTHER BPS CLIENTS

OECCM's other BPS Clients, currently using OECCM's agreement are set out below in each applicable Zone, as of July 23, 2014.

Zones	School Boards			Colleges	Universities
Central	Aurora Public Library	East Gwillimbury Public Library	Laurel Creek Nature Centre	Ontario Motor Vehicle Industry Council	The Safehaven Project for Community Living
	Barrie, City of	Essa, Township of	Learning Enrichment Foundation	Operation Springboard	Tweed Public Library
	Belleville and Quinte West Community Health Centre	Fort Erie Public Library	Lincoln Public Library	Oro-Medonte, Township of	Welland Pelham, Community Living
	Bob Rumball Centre for the Deaf	Fort Erie, Community Living	Long Point Region Conservation Authority	Pan American Games	Wellington North, Township of
	Bradford West Gwillimbury, Town of	Fort Erie, Town of	Lutherwood	Peterborough County-City Health Unit	Wellington, County of
	Brantford, City of	Galway-Galway Cavendish and Harvey, Township of	Mississauga, Community Living	Peterborough Utility Group	West Lincoln, Township of
	Brock Township Public Library	Geneva Centre for Autism	Newmarket, The Corporation of the Town of	Peterborough, Corporation of the City of	Whitby Public Library
	Burlington Public Library	Guelph, City of	Niagara Falls, City of	Peterborough, County of	Whitby, Town of
	Caledon, Town of	Hastings and Prince Edward Counties Health Unit	Niagara Parks Commission	Pickering, City of	Workers Health & Safety Centre
	Central East Community Care Access Centre	Huntsville, Town of	Niagara Peninsula Energy Inc	Port Colborne, City of	
	CHIGAMIK Community Health Centre	Infrastructure Health and Safety Association	Niagara, Boys and Girls Club of	Province of Ontario Council for the Arts	
	Clearview Public Library	Innisfil Hydro Distribution System Limited	Norfolk, County of	Royal Ontario Museum	
	Collingwood Public Library	Innisfil Public Library	North Halton, Community Living	Simcoe Children's Aid	
	Collingwood, Town of	Innisfil, Town of	North Kawartha, Township of	St. Catharines Public Library	
	COU Holding Association Inc.	Kawartha Lakes, City of	Northumberland County	St. Catharines, City of	
Douro-Dummer, Township of	Kerry's Place Autism Services	Ontario Colleges Library Service	St. Catharines, Community Living		
Dufferin, County of	KidsLINK Notre Dame of St. Agatha Inc.	Ontario Education Collaborative Marketplace	St. Mary's General Hospital		
East	Association of Universities and Colleges of Canada	Kingston, City of	Pembroke, City of	Smiths Falls, Town of	
	Brockville, City of	Lanark, County of	Quinte West, City of	South East Community Care Access Centre	
	Canadian Society for the Study of Higher Education	Lennox & Addington, County of	Renfrew, County of	United Counties of Leeds & Grenville	
	Cornwall, City of	Ottawa Student Transportation Authority	Rideau Lakes Public Library	Utilities Kingston	
	Garrison Petawawa Community Recreation	Ottawa-Carleton Lifeskills	Russell, Township of, Public Library		
North East	Algoma District, Services Administration Board	Espanola, Town of	Sault Area Hospital	Sault Ste. Marie, City of	
	Black River-Matheson Public Library	Manitouwadge General Hospital	Sault Ste. Marie Public Library	Science North	
North West	Atikokan General Hospital	Geraldton District Hospital	Norwest Community Health Centres	St. Joseph's Care Group	
	Bimose Tribal Council	Long Lake 58 First Nations School	Riverside Healthcare Facilities	Thunder Bay Regional Health Sciences Centre	
	Contact North	Nipigon District Memorial Hospital	Thunder Bay District Health Unit	Thunder Bay, City of	
West	Aylmer, Town of	Elgin, Community Living	Lakeshore, Town of	Middlesex-London Health Unit	Stratford Public Library
	Blue Mountains, Town of the	Elgin, County of	LaSalle, Town of	Owen Sound, City of	Thames Centre, Municipality of
	Catfish Creek Conservation Authority	Grey Highlands, Municipality of	London, City of	St. Thomas Economic Development Corporation	Upper Thames River Conservation Authority
	Chatham-Kent Children's Services	Grey, County of	Malahide, Township of	St. Thomas Energy Services Inc.	Western Fair District
	Chatham-Kent, Municipality of	Inter Township Fire Department	Maryvale Adolescent and Family Services	St. Thomas Public Library	Woodstock Hydro Services Inc.
East Elgin Community Complex	Kettle Creek Conservation Authority	Middlesex, County of	St. Thomas, City of		