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OFFICE RENOVATIONS

REQUEST FOR PROPOSALS NUMBER #OECEM 2020-357

Request for Proposals Issued On: February 19, 2020

Proponent's Information & OTP Demonstration Session: 2:00 pm on February 25, 2020

Mandatory Site Visit: February 27, 2020 at 10:00 am local time in Toronto, Ontario, Canada

Proponent's Deadline to Submit Questions: 5:00 pm on March 3, 2020

**Proponent's Deadline to Submit Questions Related to
Addenda & Question and Answer Documents:** 5:00 pm on March 11, 2020

Closing Date: 2:00:00 pm on March 20, 2020 local time in Toronto, Ontario, Canada

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

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

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PART 1 – INTRODUCTION

This non-binding Request for Proposals (“RFP”) is an invitation to obtain Proposals from qualified Proponents for Office Renovations Services (“Services”) for OECM installations as described in Part 2 of this RFP.

This RFP is for OECM use only.

1.1 Type of Contract for Deliverables

OECM intends to sign one (1) Contract (CCDC-2 - 2008 Stipulated Price Contract), with an initial Term of the Contract (“Term”) of up to ten (10) months. Refer to the details contained within the RFP for a full description of the requirements. The Contract include all labour, equipment, material, and finishes to complete the Services.

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

To be considered for this project, Proponents must:

- (a) Submit a Fixed Rate Quotation for the Services described herein;
- (b) Ensure all Services are carried out by competent and adequately insured Supplier or Subcontractor
- (c) Be in full compliance with all other submission requirements of this RFP.

1.2 Overview of OECM

OECM is a trusted not-for-profit partner for Ontario’s education sector, Broader Public Sector (“BPS”) entities, Provincially Funded Organizations, Crown Corporations, and other not-for-profit (“NFP”) organizations. OECM offers a comprehensive choice of collaboratively sourced and competitively priced products and services through its Marketplace, the goal of which is to generate savings, choice and service for its customers.

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

- (a) Actively sourcing products and services in an open, fair, transparent and competitive manner, compliant with BPS Procurement Directive and applicable trade agreements;
- (b) Establishing, promoting and managing product and service agreements used throughout its customer community;
- (c) Supporting customers’ access and use of OECM agreements through analysis, reporting and the development of tools, guides, and other materials;
- (d) Effectively managing supplier contract performance while harnessing expertise and innovative ideas, to drive continuous improvements through an SRM program;
- (e) Promoting OECM’s Supplier Code of Conduct, based on its core values, to ensure that all supplier partners adhere to a set standard when conducting business with OECM and its customers resulting in continuous, long-term success; and,
- (f) Supporting supplier partners through a Supplier Recognition Program.

1.3 Work Completed to Date

OECM has completed the following in preparation for this RFP:

- (a) Architectural drawings;
- (b) Electrical drawings;
- (c) Mechanical drawings;
- (d) Interconnecting staircase drawings;
- (e) Electrical and mechanical specifications; and
- (f) Application for municipal building, HVAC and plumbing permit.

1.4 The Ontario Broader Public Sector Procurement Directive

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

The Procurement Directive is available at <https://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/English/bps-procurementdirective>.

1.5 Trade Agreements

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

1.6 No Contract A and No Claims

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

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

1.7 No Contract until Execution of Written Contract

This RFP process is intended to identify Preferred Proponents for the purpose of negotiation of potential Contract. The negotiation process is further described in Part 3 - Evaluation of Proposals.

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

1.8 Non-Binding Rates Estimates

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

1.9 No Guarantee of Volume of Work or Exclusivity of Agreement

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

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

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

1.10 Rules of Interpretation

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

- (a) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender;
- (b) Words in the RFP shall bear their natural meaning;
- (c) References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”;
- (d) In construing the 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;
- (e) Unless otherwise indicated, time periods will be strictly applied; and,
- (f) The following terminology applies in the RFP:
 - i. The terms “must” and “shall” relate to a requirement the Supplier will be obligated to fulfil. Whenever the terms “must” or “shall” are used in relation to OECM or the Supplier, such terms shall be construed and interpreted as synonymous and shall be construed to read “OECM shall” or the “Supplier shall”, as the case may be;
 - ii. The term “should” relates to a requirement that OECM would like the Supplier to fulfil; and,
 - iii. The term “will” describes a procedure that is intended to be followed.

[End of Part 1]

PART 2 – THE DELIVERABLES

This Part of the RFP describes the Services which will be incorporated into the final Contract. The Supplier shall provide **all** RFP Deliverables.

2.1 Objective of this RFP

The objective of this RFP is for OECM to select one qualified Supplier to undertake OECM Office Renovations in accordance to the drawings, electrical and mechanical specifications.

2.2 Background Information

OECM intends to expand its office space and in the process has acquired / is in process of acquiring the additional lease space for such expansion plans. This project is intended to coordinate all aspects of its office renovation requirements, Services as described in Part 2 – The Deliverables.

2.3 Type of Contract for Deliverables

It is OECM's intention to enter into a Contract with one (1) Preferred Proponent, based on the terms and conditions set out in the Contract, for the provision of the Deliverables to OECM.

The Term of the Contract is until completion of the deliverables in three overlapping phases as mentioned below:

Phase	Floor	Start date	Completion date
Phase 1	3 rd Floor, Suite 304	April 3, 2020	no later than June 27, 2020
Phase 2	2 nd Floor, Suite 203	To be determined (but no later than August 1, 2020)	no later than 60 days after construction start date.
Phase 3	2 nd Floor, Suite 207	To be determined (but no later than October 1, 2020)	no later than 60 days after construction start date.

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

2.4 Scope of Work

OECM intends to hire one qualified Supplier to coordinate all aspects of its Office Renovations as per the drawings (Appendices G, H and I), electrical and mechanical specifications set out in (Appendix B) including but not limited to the following Services:

- (a) Mechanical;
- (b) Electrical;
- (c) Demolition and construction;
- (d) Telecommunications; and
- (e) Security Systems.

The Supplier will provide a dedicated construction manager for the Term of the Contract whose role will be to liaise with OECM, direct, coordinate, and ensure completion of all activities related to the Contract. This is a critical role in the success of the project and will require an individual with considerable experience in managing a diverse team of specialized Subcontractors throughout the Term of the Contract.

2.4.1 Mechanical

The Supplier will be responsible for providing all mechanical Services including but not limited to plumbing, HVAC, and any other mechanical Services to fulfill the requirements. The mechanical drawings and specifications, provided by OECM, are set out in Appendix H – Mechanical Drawings.

Relocation of existing appliances, where necessary as per the drawings:

- (a) Installation of one (1) kitchen dishwasher purchased by OECM in suite 304. The Supplier will ensure the seamless coordination of the installation.
- (b) Installation of two (2) refrigerators provided by OECM, one on second floor and one in suite 304, including the electrical connections.

2.4.2 Electrical

The Supplier will be responsible to provide all electrical Services including, but not limited to, lighting, power, voice and data rough-in. The electrical drawings and specifications, provided by OECM, are set out in Appendix I – Electrical Drawings.

2.4.3 Demolition and Construction

The Supplier will be responsible for demolition and construction including but not limited to building walls, construction of interconnecting staircase, removal of existing partitions, erection of new partitions, glazing, modification of ceilings, floor and wall finishes, painting and millwork. The Supplier should plan for the supply and installation of replacement of ten percent (10%) of existing ceiling tile.

2.4.4 Telecommunication

All voice and data requirements will be installed by OECM's current third party IT service provider. The Supplier will provide rough-in and ensure seamless coordination of the Services with OECM's third party IT service provider.

2.4.5 Security Systems

OECM will employ the Landlord's existing security to install card access readers. The Supplier will ensure seamless coordination of the Services with the Landlord's third party service provider. The Supplier will build necessary conduit and access boxes for the Landlord's third party service provider to complete its installation.

2.5 Out of Scope

The following items are considered out of scope for the project:

- (a) Drawings and design
- (b) Application for the Municipal Building, HVAC and Plumbing Permit

2.6 Location of Work

The OECM office is located at 2nd Floor, 2 Lansing Square Toronto, Ontario, M2J 4P8.

2.7 Project Administration

The Supplier shall provide one (1) construction manager that will be responsible for the overall relationship with OECM. The designated person will be on site daily to supervise, review, and assess progress and quality of the work to verify conformance with the construction documents. If additional reviews are required, then these will be at the sole expense of the Supplier.

At the site visits, the Supplier shall:

- (a) Attend regular site meetings with OECM, and review the minutes of meeting before distribution;
- (b) Arrange and take minutes of meetings at OECM's request;
- (c) Provide guidelines and issue supplementary information, at OECM's direction, to permit any Subcontractors to proceed with the work in accordance with the Contract;
- (d) Deliver a construction schedule as part of its Proposal submission.
- (e) Ensure the construction schedule is in conformance with the timeline included in this RFP for the progress and completion of the Services;
- (f) Review daily the progress of the Services and advise OECM immediately with recommendations for corrective actions; and
- (g) Unless otherwise directed by OECM, take appropriate action to correct any schedule deviation.

The Supplier shall administer the full construction change process, including:

- (a) Prepare and submit to OECM any anticipated changes and their potential impact on cost and schedule;
- (b) Evaluate the request for change, the cost of the proposed changes and make recommendations to OECM;
- (c) Prepare change orders for OECM written approval;
- (d) Issue field instructions for minor changes which do not change the Contract, and which do not increase the Contract price or extend the schedule;
- (e) Expedite, obtain and review shop drawings, product and samples, including substitutions for conformance with the Contract as dictated by the Contract price and approved schedule;

- (f) Evaluate and recommend product substitutions to OECM for approval prior to any work on proposed substitution;
- (g) Prepare and deliver to OECM in a format mutually agreed prior to construction start, a weekly report on construction progress, quality of work, construction problems, and anticipated changes;
- (h) Arrange for qualified mechanical and electrical inspectors to visit the site where required and at appropriate times to inspect the work prior to key events occurring, such as closing in of walls and ceilings;
- (i) Conduct substantial performance and total completion deficiency inspections with project manager. project manager will issue a deficiency report;
- (j) Prepare receiving reports and deficiency reports;
- (k) Coordinate the resolution and correction of deficiencies and warranty related work at all stages, through to the end of the Supplier twelve (12) month warranty period; and
- (l) Review and coordinate the delivery of two (2) copies of maintenance and/or operation manuals.

At certification of substantial performance, the Supplier will deliver to OECM:

- (a) A coordinated deficiency list from all Subcontractors;
- (b) Expiry dates for applicable warranty periods; and
- (c) Other items as required in the Contract.

At certification of total completion, the Supplier will deliver to OECM:

- (a) Verification and signoff that all deficiencies are completed from all Subcontractors; and
- (b) A copy of all approved change notices, change orders and field instructions issued after construction.

2.8 Inspection

The Supplier shall arrange with the required inspecting authority for the inspection of the work and obtain sign off and closure from the inspecting authority on all permit requirements.

The Supplier is also responsible for obtaining formal documentation from inspecting authority confirming that all work has been inspected, accepted and ready for sign off.

Furthermore the inspection of all Services including, where necessary, the conducting of chemical and physical tests to determine whether or not the specifications are being complied with, shall be completed in the manner as prescribed by OECM. All payments required for any inspection, demonstration, and/or testing will be at the Supplier's expense, and all reports shall be given to OECM upon completion of said tests.

2.9 Performing work After Normal Business Hours

The Supplier shall complete the work after hours in the following circumstances:

- (c) Any and all work required in other tenants' areas;
- (d) Any and all disruptive work such as drilling;
- (e) All deliveries; and
- (f) Removal of debris.

Non-noisy work (e.g. painting, carpeting) can be carried out during the Landlord's business hours.

2.10 Permits, License, Approvals and Fees

The Municipal Building, HVAC and Plumbing Permits have been applied for by OECM. OECM will pay directly the fees for mentioned permit to the City of Toronto. Such permits will be acquired by OECM.

The Supplier shall pay for any approvals, permits, inspection and/or other construction related fees or charges (other than the fee for the permits noted above), including any Electrical Safety Authority ("ESA"), Ministry of the Environment, Ministry of Labour, or other applicable authority, permits or fees as applicable.

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

2.11 Work Schedule

The Proponents shall provide a proposed schedule with all key dates and milestones to complete the Services with the Proposal.

2.11.1 Commencement of Work

The Supplier will immediately investigate scheduling requirements and, if necessary, immediately order long delivery items. Any long delivery items, which may compromise the completion schedule for this project, must be identified in the Proponent’s proposal.

2.11.2 Completion of Work

The Proponents shall be cautioned that time is of the essence in this Contract and that the ability to complete the Services within the stipulated time period will be one of the factors considered in the selection of the Supplier.

Phase	Floor	Completion of work
Phase 1	3 rd Floor, Suite 304	one hundred percent (100%) completed by the end of Business Day of June 27, 2020
Phase 2	2 nd Floor, Suite 203	one hundred percent (100%) completed within 60 days after construction start date
Phase 3	2 nd Floor, Suite 207	one hundred percent (100%) completed within 60 days after construction start date

The project manager and/or OECM shall not be responsible for any delays or cost to the Supplier associated with any reviews or the approval process.

2.12 Subcontractors

To execute the Contract the Supplier must refer to the list of recommended subcontractors issued by the Landlord, as per Tenant Construction Manual (Appendix E). In addition to the recommended subcontractors, the Supplier’s proposals must include a list of Subcontractors (Appendix F) whom the Supplier intends to employ to complete the Services.

OECM reserves the right to reject a proposed Subcontractor for reasonable cause.

If the required substitution of a Subcontractor affects the Proposal Rate, no adjustment will be made in the amount of the Contract. There shall be no change in any Subcontractors listed in the Proponent’s Proposal without the written consent of OECM.

2.13 Safety on Job Site

To ensure the safety on job site at all times, the Supplier shall:

- (a) Maintain a safe workplace or work site in accordance with standard safe work practices and housekeeping;
- (b) Comply with the Occupational Health and Safety Act (OHSA) of Ontario and all of its regulations pertaining to the type of work being performed;
- (c) Comply with OECM safety policy and appropriate safe work procedures;
- (d) Provide the necessary protective equipment, devices, or items as required by the OHSA and the regulations of OECM policy ensuring that those devices or items are used in the performance of the work;
- (e) Provide OECM, upon request, with a copy of the Supplier’s organization’s accident history for the past two year period and a copy of the Supplier’s organization’s written health and safety policy as required by the OHSA of Ontario;
- (f) Provide safety equipment and first aid equipment kit on site at all times;
- (g) Ensure that no combustible materials are stored on site during construction and remove from site any cloths, rags, or other materials that are soaked or have any combustible materials (e.g. oil, gas, varsol) on it daily; and
- (h) Ensure a properly rated fire extinguisher is within five (5) feet of all welding or open flame work during construction.

2.14 Security

OECM may require that all Supplier personnel attending the facility be approved prior to commencing the Contract. Further to this, OECM reserves the right to disallow any employee from entry with no explanation to the Supplier. In such an instance, the Supplier will be required to have the employee replaced with another employee approved by OECM at no additional cost to OECM.

2.15 Building Access and Rules of Work

Building access will be coordinated with the Landlord in accordance with their tenant manual requirements. The Supplier shall comply with the following condition of work:

- (a) All elevator bookings and use of loading docks shall be coordinated through the Landlord;
- (b) All materials shall be delivered through the loading dock. Any Supplier found moving materials into the building in an unauthorized manner will be immediately removed from the Building. All materials are to be moved prior to 8:00 a.m. or after 6:00 p.m.;
- (c) All Suppliers shall supply their own wheelers;
- (d) All Suppliers requiring elevator service to hoist large items such as rolled rugs, large pieces of glass, etc., shall first make special arrangements for such elevator use with the Landlord.;
- (e) Elevator floors, walls and ceilings must be protected from damage during transportation of materials. Elevator pads shall be supplied by the Landlord. Any additional protective materials necessary to prevent damage shall be supplied by the Supplier at this expense. Unreported damage will be identified and the responsible parties will be accountable for the cost of repair of the same;
- (f) Suppliers are required to use designed freight or service elevators for hoisting materials;
- (g) All deliveries are to be made directly to the site of work on the second and third (2nd & 3rd) floor. No storage of materials will be permitted at any spot in the building other than the work site;
- (h) All parking by the Supplier is the responsibility of such Supplier and the Landlord makes no representation that any such parking will be available;
- (i) Smoking is not permitted in the building at any time. OECM reserves the right to remove any worker from the site with no notice for not complying with this condition of work, with no compensation given to Subcontractors or the Supplier. Removal of worker(s) for this violation is not grounds for additional time to complete the work;
- (j) Alcohol is not permitted on site at any time. OECM reserves the right to remove any worker from the site with no notice for not complying with this condition of work, with no compensation given to Subcontractors or the Supplier. Removal of worker(s) for this violation is not grounds for additional time to complete the work;
- (k) OECM is not responsible for the loss or theft of any tools, equipment or materials from the site at any time;
- (l) All Subcontractors are to operate in a professional manner while on site, and shall ensure no disruption of the ongoing business of OECM; and
- (m) The Supplier shall remove all construction debris and garbage daily from the site. Permission for a disposal bin and its location must be obtained from the Landlord. The project manager and OECM are not responsible for this coordination and the Supplier must assume a bin is not permitted on site unless they obtain approval of the Landlord.

2.16 Construction Lien Act

The Supplier shall provide, to OECM, a list of all Subcontractors and/or equipment in advance of commencement of work. OECM may withhold ten (10) percent of the value of the Contract for a period of forty-five (45) days pending confirmation that all subcontracted commitments have been fully paid.

The Supplier shall submit names of Subcontractors proposed to be used for the work. Specific contractors for specific trades must be used in accordance with OECM requirements. The OECM reserve the right to review and substitute Subcontractors for any of the Subcontractors originally proposed by the Supplier, in the event of any Subcontractor withdrawing or becoming bankrupt after the date hereof or providing to be unsatisfactory to OECM. Any such substitution shall be subject to approval and contingent upon evidence of withdrawal or bankruptcy or unsatisfactory performance.

2.17 Document Familiarization

The Supplier acknowledges that it has based its Proposal on its own knowledge, field examination, information and judgement. No claims for extras will be considered based on the assertion by the Supplier that it was uninformed of the project and site conditions. The Supplier is responsible to ensure all Subcontractors are familiar with the entire scope of work on the project.

Any work not specified which is necessary for the proper performance and completion of any part of the work contemplated, shall, at the sole discretion of OECM, be done by the Supplier as if such work had been specified, and shall not be subject to any claim by the Supplier for additional compensation.

2.18 Workplace Safety and Insurance Board Coverage

The Supplier must have a valid Workplace Safety and Insurance Certificate and will be required to submit a current Certificate of Clearance in Good Standing within five (5) days of award of the Contract.

2.19 Insurance

Proof of insurance must be submitted within five (5) days of award of the Contract.

2.19.1 Professional Liability Insurance (Errors and Omissions)

The Proponent must have a Professional Liability Insurance (Errors and Omissions) in the amount of five hundred thousand dollars (\$500,000) per claim and an aggregate limit of not less than two million dollars (\$2,000,000) coverage minimum for Bodily Injury and Property Damage, on a per occurrence basis.

2.19.2 General Liability Insurance

The Proponent must have a General Liability Insurance in the amount of two million dollars (\$2,000,000) coverage. The Contract must provide a Certificate of Insurance or a letter from the insurer stating that it has the ability to obtain the required coverage.

2.19.3 Bonding

The Supplier must provide the Landlord with a 100% Performance Bond and a 100% Labour and Material Bond, for any tenant's work in excess of \$50,000, in a form and substance satisfactory to the Landlord. The cost of the bond is to be included in the price to be provided in the Commercial Response.

2.20 Reporting

At the sole discretion of OECM, the Supplier at any time may be requested to furnish a progress report with regards to the work as prescribed in this RFP and the Supplier's Proposal as accepted and amended by OECM.

2.21 Invoicing

The Supplier shall issue an invoice to OECM at the end of each month after the Services have been completed. The invoice shall be itemized and contain, at a minimum, the following information:

- (a) Invoice number;
- (b) Invoice date;
- (c) Supplier's HST registrant number;
- (d) Price for work specified;
- (e) Holdback 10%;
- (f) HST for work specified; and
- (g) Total.

All invoices must clearly show the harmonized sales tax (HST) as a separate dollar value.

2.22 Payment Terms

The invoices will be paid within thirty (30) days from the date a certificate for payment is issued for the invoice from the project manager.

Payment terms will not be in effect until the Supplier provides an accurate invoice.

2.23 Electronic Fund Transfer

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

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

2.24 Disaster Recovery and Business Continuity

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

2.25 Accessibility for Ontarians with Disabilities Act

OECCM is committed to the highest possible standards for accessibility. 2020 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), OECCM has established policies, practices and procedures governing the provision of its goods and services to persons with disabilities.

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

The AODA may be found at: http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm.

2.26 Electrical Requirements

Any electrical products being proposed for consideration pursuant to this RFP must be authorized or approved in accordance with the Electrical Safety Code, CSA certified, and/or by a certification organization accredited with the *Standards Council of Canada Act* (Canada), and shall bear the certification organization's mark identifying the products certified for use in Canada. Certification shall be to the standard that is appropriate for the intended use of the electrical products at OECCM's facilities. Prior to entering into the Contract, the Supplier shall have provided satisfactory evidence of such certification, as applicable.

2.27 Price

The proposed price will remain firm for the entire Term of Contract.

The Supplier may decrease the Rate at any time during the Contract. The Contract will be amended accordingly, if necessary.

2.28 Changes

OECCM may, order in writing, at any time before or after the commencement of the work, alter the work to be done, provided that such extension, increase, or alteration is within the reasonable competence of the Supplier to perform. If a change order increases or decreases the cost of the work, the Supplier shall notify OECCM and the project manager by e-mail within twenty-four (24) hours of notice of the change.

The Supplier and OECCM shall agree on the increase or decrease in price, Contract will be amended accordingly.

Where the Supplier and OECCM fail to agree, the appropriate Contract laws may apply. Any extras shall be invoiced at Supplier's cost plus ten percent (10%) mark-up. (Subcontractors may only apply ten percent (10%) mark-up, which is to be included in their prices submitted to the Contractor).

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

OECM will conduct the evaluation of Proposals in the following stages:

Stage	Type of Evaluation	Refer to RFP Section	Scoring Methodology and Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	3.2	Pass/Fail	Pass
Stage II	Technical Response	3.3	20	10
Stage III	Commercial Response	3.4	80	Not applicable
Stage IV	Cumulative Score	3.5	100	Not applicable
Stage V	Tie-Break Process	3.6	No Point Allocation	Not Applicable
Stage VI	Negotiations	3.7	No Point Allocation	Not Applicable
Stage VII	Contract Finalization	3.8	No Point Allocation	Not Applicable

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

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

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

Title	OTP Envelope
Form of Offer	Qualification
Compliance with Contract	Qualification
Commercial Response	Commercial

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

3.3 Stage II – Technical Response

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

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

Only Proposals that meet or exceed the minimum thresholds will receive a **pass** in this stage and proceed to Stage III of the evaluation process. A fifty percent (50%) minimum threshold score for the overall technical response score is required in order for the Proposal to receive a **pass** in this stage and proceed to Stage III of the evaluation process.

Point allocations for the Technical Response sections are as follows:

Technical Response Sections	Available Points	Minimum Threshold, if any
Experience and Qualifications	20	10
Total Available Points for Rated Requirements:	20	10

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

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

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

Stage II resulting scores per Proposal will be used when determining the cumulative score as described below in Section 3.5.

3.4 Stage III – Commercial Response

The Proponent **must** complete and upload Appendix D – Commercial Response into the OTP Commercial Envelope for this stage of evaluation, in accordance with the attached drawings, electrical and mechanical specifications, and instructions contained below:

- (a) The Contractor shall submit a Fixed Rate Quotation in Canadian funds and shall include all applicable tariffs, overhead, office support, profit, permits, licences, inspections required by any governmental or other authority, labour, material, equipment, supervision, carriage, insurance, Workplace Safety Insurance Board costs, travel, warranties;
- (b) No additional payments will be made to the Contractor for any unforeseen or additional Services. It is the responsibility of the Contractor to know the extent of the Services required to successfully carry out the Services unless there are change orders;
- (c) The Fixed Rate Quotation must include the cost of all disbursements necessary to complete the Services. These disbursements include but are not limited to: accommodation, travel, communication costs, printing, photocopying, USB sticks, and all related contracting overheads. Other disbursement costs in addition to the Contractor’s Fixed Rate Quotation will not be permitted;
- (d) The Contractor acknowledges that its Fixed Rate Quotation includes the cost to complete all Services described herein including presentations and travel, and that some deviation from the Services as described is normal and expected, and has been factored into the fixed Rate. A Bid that includes conditional, optional, contingent or variable Rates that are not expressly requested in the Rate Bid Form may be disqualified.
- (e) All after business and premium time must be included in the Fixed Rate Quotation;
- (f) The Supplier’s pricing shall be quoted exclusive of the HST, other similar taxes, each of which, if applicable, should be stated separately;
- (g) In the event of any discrepancy in the pricing, the lowest price submitted shall prevail; and,
- (h) The Supplier is deemed to confirm that it has prepared its tender with reference to all of the provisions of the RFP, that it has factored all of the provisions of the Contract into its pricing assumptions, calculations and into its proposed pricing;

Payment for disbursements related to additional Services will be paid at cost based upon OECM’s expense policy and acceptance of receipts that are provided by the Contractor.

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

Point allocations for the Commercial Response sections are as follows:

Commercial Response Sections	Available Points
- Fixed Rate Quotation	80
TOTAL POINTS:	80 points

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

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR <u>FIXED RATE QUOTATION FOR DELIVERABLES</u>		
Proposed Rates	Calculation	Resulting Points
If Proponent 1 proposes the lowest Fixed Rate Quotation for Deliverables of \$1000.00, it would receive 100% of the points allocated.	$\$1000 \div \1000×80 Points	80
If Proponent 2 proposes the second lowest Fixed Rate Quotation for Deliverables of \$2000.00, it would receive 50% of the points allocated.	$\$1000 \div \2000×80 Points	40
If Proponent 3 proposes the third lowest Fixed Rate Quotation for Deliverables of \$4000.00,, it would receive 25% of the points allocated.	$\$1000 \div \4000×80 Points	20

Stage III resulting scores per Proposal will be used when determining the cumulative score as described below in Section 3.5.

3.5 Stage IV – Cumulative Score

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

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

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

3.6 Stage V – Tie Break Process

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

3.7 Stage VI – Negotiations

Concurrent negotiations, with the Preferred Proponents, will be based on the RFP requirements, and the Proposals, understanding that OECM is seeking the best overall solution and value for money.

The negotiations may include:

- (a) Service
- (b) Contract Management (e.g. performance, KPIs, penalties, reporting);
- (c) Contract terms and conditions
- (d) Additional references, if required;
- (e) Rates; and,
- (f) Best and Final Offer.

OECM may also request supplementary information from a Preferred Proponent to verify, clarify or supplement the information provided in its Proposal or confirm the conclusions reached in the evaluation and may include requests by OECM for improved Rates.

OECM in tends to complete negotiations within five (5) calendar days after notification. If, for any reason, OECM and a Preferred Proponent fail to reach an agreement within the aforementioned timeframe, OECM may at its sole and absolute discretion (a) request the Preferred Proponent to submit its Best and Final Offer; (b) terminate negotiations with that particular Preferred Proponent; (c) extend the negotiation timeline; or (d) exclude a Preferred Proponent from further consideration.

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

3.8 Stage VII – Contract Finalization

The Preferred Proponent will be given five (5) Business Days to execute the Contract, unless otherwise specified by OECM.

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

[End of Part 3]

PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

Procurement Process Non-Binding

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

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

Non-Binding Rates

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

4.1.1 RFP Timetable

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

RFP Timetable	
Event	Time/Date
OECM's Issue Date of RFP:	February 19, 2020
Proponent's Information and OTP Demonstration Session:	02:00 pm on February 25, 2020
Registration Deadline for Mandatory site visit,	02:00 pm on February 26, 2020
Mandatory Site Visit at 2 Lansing Square	10:00 am on February 27, 2020
Proponent's Deadline to Submit Questions:	5:00 pm on March 3, 2020
OECM's Deadline for Issuing Answers:	March 6, 2020
Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	5:00 pm on March 11, 2020
OECM's Deadline for Issuing Final Documents:	March 13, 2020
Closing Date:	2:00:00 pm on March 20, 2020
Contract Start Date:	April 3, 2020

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

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

In the event of any change in the Closing Date, the Proponent may thereafter be subject to the extended timeline.

4.1.2 Proponent's Information and OTP Demonstration Session

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

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

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

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

Information provided during this session will be posted on OTP.

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

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

4.1.3 Proponent Mandatory Site Visit

A Proponent must attend the Mandatory Site Visit, which will take place at the time set out in Section 4.1.1. A Proponent wishing to attend should register, noting its full legal name and the names of the representatives through a message on OTP prior to 2:00 pm on February 26, 2020. OECM will disclose the names of the Proponents who attended this session.

All Proponents shall meet within the building lobby for OECM staff to escort throughout the building office. Proponent access for viewing construction areas shall only be available during the site tour.

Failure to attend and register with OECM for site visit will result in disqualification.

The Mandatory Site Visit will provide an opportunity for Proponents to enhance their understanding of this RFP, examine the site/ building, become familiar with existing conditions and ascertain the extent and nature of the work and material required to perform the specified work.

Any changes to the Mandatory Site Visit meeting date will be issued in an addendum on OTP.

Clarifications and/or revisions to the RFP documents that result from the briefing during the site visit will be posted on OTP by the date specified in Section 4.1.1.

4.1.4 Proponent to Follow Instructions

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

4.1.5 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.

4.1.6 Proponent's Costs

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

- (a) The preparation, presentation and submission of its Proposal;
- (b) The Proponent's attendance at any meeting in relation to the RFP process, including any presentation and/or interview;
- (c) The conduct of any due diligence on its part, including any information gathering activity;
- (d) The preparation of the Proponent's own questions; and,
- (e) Any discussion and/or finalization, if any, in respect of the Form of Contract.

4.2 Communication after RFP Issuance

4.2.1 Communication with OECM

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

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

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

4.2.2 Proponent to Review RFP

The Proponent shall promptly examine this RFP and all Appendices, including the Form of Contract and:

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

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

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

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

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

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

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

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

4.2.3 Proponent to Notify

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

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

The Proponent shall not:

- (a) After submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in Section 4.2.2 were present with respect to the RFP; and,
- (b) 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 on OTP. Each addendum shall form an integral part of this RFP.

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

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

The Proponent who intends to respond to this RFP is requested not to cancel the receipt of addenda or amendments option provided by OTP, since it must obtain all information and documents that are issued on OTP.

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

4.3 Proposal Submission Requirements

4.3.1 General

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

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

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

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

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

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

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

4.3.2 Proposal in English

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

4.3.3 Proposal Submission Requirements

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

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

Appendix/Form Title	OTP Envelope	Complete Form within OTP	Complete Appendix and Upload to OTP
Form of Offer	Qualification	√	
Compliance with Form of Contract	Qualification	√	
Technical Response	Technical	√	
Appendix D – Commercial Response	Commercial		√
Appendix F – List of Subcontractors	Qualification		√

4.3.4 Other Proposal Considerations

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

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

4.3.5 Proposal Receipt by OECM

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

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

4.3.6 Withdrawal of Proposal

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

4.3.7 Amendment of Proposal on OTP

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

4.3.8 Completeness of Proposal

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

4.3.9 Proposals Retained by OECM

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

4.3.10 Acceptance of RFP

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

4.3.11 Amendments to RFP

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

4.3.12 Proposals will not be Opened Publicly

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

4.3.13 Clarification of Proposals

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

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

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

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

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

4.3.15 Proposal Acceptance

The lowest 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 Contract, if any, with the Preferred Proponent will 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 Negotiations, Timelines, Notification and Debriefing

4.4.1 Negotiations with Preferred Proponent

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

The Preferred Proponent shall execute the Contract in the form attached to this RFP and satisfy any other applicable conditions of this RFP within three (3) 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 including about the terms and conditions set out in the CCDC 2 - 2008 Stipulated Price Contract. OECM will consider such requests for clarification in accordance with Section 4.2.2 of the RFP.

If the Preferred Proponent and OECM cannot execute the Contract within the allotted three (3) days, OECM will, as described in Section 3.7 and 3.8, be at liberty to extend the timeline, request the Preferred Proponent to submit its Best and Final Offer, terminate discussions/negotiations with the Preferred Proponent.

4.4.2 Failure to Execute a Contract

When the Preferred Proponent successfully reaches an agreement with OECM at the end of the negotiation process in accordance with the evaluation set out in this RFP, the Preferred Proponent will be allotted three (3) days to execute the Contract unless otherwise specified by OECM.

In addition to all of OECM's other remedies, if the Preferred Proponent fails to execute the Contract or satisfy any other applicable conditions within three (3) days of notice of selection, OECM may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent

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

4.4.3 Contract

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

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

4.4.4 Notification to Other Proponents

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

4.4.5 Debriefing

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

4.4.6 Bid Dispute Resolution

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

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

A protest in writing should include the following:

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

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

4.5 Prohibited Communications, and Confidential Information

4.5.1 Confidential Information of OECM

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

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

4.5.2 Confidential Information of the Proponent

Except as provided for otherwise in this RFP, or as may be required by Applicable Laws, OECM shall treat the Proposal and any information gathered in any related process as confidential, provided that such obligation

shall not include any information that is or becomes generally available to the public other than as a result of disclosure by OECM.

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

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

4.5.3 Proponent's Submission

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

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

4.5.4 Personal Information

Personal Information shall be treated as follows:

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

4.5.5 Non-Disclosure Agreement

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

4.5.6 Freedom of Information and Protection of Privacy Act

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

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

4.5.7 Intellectual Property

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

4.6 Reserved Rights and Governing Law of OECM

4.6.1 General

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

- (a) Make public the names of any or all Proponents;
- (b) Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information, if accepted, into the Proposal, at OECM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- (c) Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in OECM's sole and absolute discretion;;
- (d) Verify with any Proponent or with a third party any information set out in a Proposal;
- (e) Check references other than those provided by Proponents;
- (f) With supporting evidence, disqualify any Proponent on grounds such as:
 - i. Bankruptcy or insolvency;
 - ii. False declarations;
 - iii. Significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior agreement or agreements;
 - iv. Final judgments in respect of serious crimes or other serious offence; or,
 - v. Professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent;
- (g) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- (h) Disqualify any Proponent whose Proposal is determined by OECM to be non-compliant with the requirements of this RFP;
- (i) Disqualify a Proposal based upon the past performance or on inappropriate conduct in a prior procurement process, or where the Proponent has or the principals of a Proponent have previously breached an agreement with OECM, or has otherwise failed to perform such agreement to the reasonable satisfaction of OECM
- (j) Disqualify any Proponent, who, in relation to this RFP or the evaluation and selection process, has engaged directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the Supplier.
- (k) Disqualify the Proponent who has been charged or convicted of an offence in respect of an agreement with OECM, or who has, in the opinion of OECM, engaged in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion, unethical conduct, including lobbying as described above or other forms of deceitfulness, or other inappropriate communications offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of OECM, or where the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM;
- (l) Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal;
- (m) Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (n) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (o) Reject a Subcontractor proposed by a Proponent within a Consortium;
- (p) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;
- (q) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
 - i. OECM determines it would be in the best interest of OECM not to award a Contract,
 - ii. the Proposal prices exceed the bid prices received by OECM for Services acquired of a similar nature and previously done work,
 - iii. the Proposal prices exceed the costs OECM or its Customers would incur by doing the work, or most of the work, with its own resources,
 - iv. the Proposal prices exceed the funds available for the Services, or,
 - v. 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;
- (r) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal;
- (s) Accept any Proposal in whole or in part;

- (t) If OECM receives a Proposal from a Proponent with Rates that are abnormally lower than the Rates in other Proposals, OECM may verify with the Proponent that the Proponent satisfies the conditions for participation and is capable of fulfilling the Contract; or,
- (u) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM and/or its Customers or is otherwise engaged in a dispute with OECM and/or its Customers; and these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and OECM shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Proponent or any third party resulting from OECM exercising any of its express or implied rights under this RFP.

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

4.6.2 Rights of OECM – Proponent

In the event that the Preferred Proponent fails or refuses to execute the Contract within three (3) days from being notified of its position as the Preferred Proponent, OECM may in its sole discretion:

- (a) Extend the period for concluding the Contract, provided that if substantial progress towards executing the Contract is not achieved within a reasonable period of time from such extension, OECM may, in its sole discretion, terminate the discussions;
- (b) Exclude the Preferred Proponent from further consideration and begin discussions with the next highest scoring Proponent without becoming obligated to offer to negotiate with all Proponents; or,
- (c) Exercise any other applicable right set out in this 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:

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

4.6.7 Disqualification for Misrepresentation

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

4.6.8 References and Past Performance

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

4.6.9 Cancellation

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

4.6.10 Competition Act

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

4.6.11 Trade Agreements

The Proponent should note that procurements coming within the scope of either Chapter 5 of the Canadian Free Trade Agreement, Chapter 19 of the Comprehensive Economic and Trade Agreement ("CETA") or within the scope of the Trade and Cooperation Agreement between Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP.

For more information, refer to the following:

- (a) Canadian Free Trade Agreement website at <https://www.cfta-alec.ca/>;
- (b) Trade and Cooperation Agreement between Quebec and Ontario at <https://www.cfta-alec.ca/wp-content/uploads/2017/07/OQTCA-Consolidated-Jan-24-2017.pdf>; and,
- (c) Comprehensive Economic and Trade Agreement at <http://www.international.gc.ca/gac-amc/campaign-campagne/ceta-aecg/index.aspx?lang=eng>.

4.6.12 Governing Law

The terms and conditions in this Part 4:

- (a) Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- (b) Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and,
- (c) Are to be governed by and construed in accordance with the laws of the province or territory within which the Customer is located and the federal laws of Canada applicable therein.

[End of Part 4]

APPENDIX A - DEFINITIONS

Definitions

Unless otherwise specified in this RFP, capitalized words and phrases have the meaning set out in the in the CCDC 2 – 2008 Stipulated Price Contract

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

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

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

- (a) Select classified, non-classified and hydro entities (referred to as Other Included Entities in the Management Board of Cabinet Procurement Directive);
- (b) The Legislative Assembly;
- (c) Every municipality in Ontario as defined in the *Municipal Affairs Act and the Municipal Act*;
- (d) Every regional municipality in Ontario as defined in the *Regional Municipalities Act*;
- (e) The District Municipality of Muskoka as described in the *District Municipality of Muskoka Act*;
- (f) Every local board in Ontario as defined in the *Municipal Affairs Act and the Municipal Act*;
- (g) Every university in Ontario;
- (h) Every college of applied art and technology in Ontario;
- (i) Every post-secondary institution in Ontario, the enrollments of which are used to calculate annual operating grant entitlement;
- (j) Every school board in Ontario as defined in the *Education Act*;
- (k) Every hospital listed in the Schedule to the Classification of Hospitals Regulations made under the *Public Hospitals Act*; and,
- (l) Every private hospital operated under the authority of a licence issued under the *Private Hospitals Act* including:
 - i. Community Health Centres; and,
 - ii. Community Care Access Locations;

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

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

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

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

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

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

- (a) Include:(i) all new information derived at any time from any such Confidential Information whether created by OECM, the Customer, the Proponent or any third-party; (ii) all information (including Personal Information) that

OECM or the Customer is obliged, or has the discretion, not to disclose under provincial or federal legislation; and, (iii) pricing under this RFP;

- (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the disclosing party of any duty of confidentiality owed by it hereunder; (ii) the disclosing party can demonstrate to have been rightfully obtained it, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the disclosing party free of any obligation of confidence; (iii) the disclosing party can demonstrate to have been rightfully known to or in the possession of it at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the disclosing party; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

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

- (a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to (i) having or having access to information in the preparation of its Proposal that is confidential to OECM and not available to other respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process; or (iii) engaging in conduct that compromises or could reasonably be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or,
- (b) in relation to the performance of its contractual obligations in an OECM contract, the Proponent’s other commitments, relationships or financial interests (i) could or could reasonably be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could reasonably be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

“Contract” or **“CCDC 2 – 2008 Stipulated Price Contract”** means Canadian Construction Documents Committee; the formal Contract to be made between the Supplier and OECM based on the template (available here: <http://www.ccdc.org/downloads/index.html#contracts>), together with all schedules and appendices attached thereto and all other documents incorporated by reference therein, as amended from time to time by Contract between OECM and the Supplier;

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

“Deliverable” means all Products and/or Services to be provided or performed by the Supplier, under the Contract, and includes everything that is necessary to be supplied, provided or delivered by the Supplier within scope of the resulting Contract;

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

“Fixed Rate Quotation” means the lump sum price for the Deliverables as set out in the Proponent’s submitted Appendix D;

“Landlord” means the Avison Young Real Estate Management.

“OECM” means the Ontario Education Collaborative Marketplace;

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

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

“PFO” means a provincially funded organization;

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

“Preferred Proponent” means the Proponent that is invited into negotiations 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 suggest, refers to a potential Proponent;

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

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

“Request for Proposals” or **“RFP”** means this Request for Proposals # 2020-357 issued by OECM, including all appendices and addenda thereto;

“Service” means all office renovation services to be provided or performed by the Supplier, under the Contract, and includes everything that is necessary to be supplied, provided or delivered by the Supplier;

“Subcontractor” includes the Supplier’s subcontractors or third-party providers or their respective directors, officers, agents, employees or independent contractors, who shall fall within the meaning of Supplier for the purposes of the Contract as mutually agreed upon by OECM;

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

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

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

“Term” has the meaning set out in Part 1 of this RFP;

“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

APPENDIX B - ELECTRICAL AND MECHANICAL SPECIFICATIONS

APPENDIX C - FORM OF CONTRACT

The CCDC 2 - 2008 Stipulated Price Contract template can be found at the following location:
<https://www.ccdc.org/document/ccdc2/>

APPENDIX D - COMMERCIAL RESPONSE

(Failure to submit this Appendix may disqualify the Proposal submission)

APPENDIX E - TENANT CONSTRUCTION MANUAL

APPENDIX F - LIST OF SUBCONTRACTORS

(Failure to submit this Appendix may disqualify the Proposal submission)

APPENDIX G - ARCHITECTURAL DRAWINGS

APPENDIX H - MECHANICAL DRAWINGS

APPENDIX I - ELECTRICAL DRAWINGS

APPENDIX J - INTERCONNECTING STAIRCASE DRAWINGS