



Savings | Choice | Service

RETAIL FUEL PURCHASE PROGRAM

REQUEST FOR TENDER #2025-463

Request for Tenders Timetable	
Event	Time/Date
OECM's Issue Date of Request for Tenders:	February 27, 2025
Bidder's Deadline to Submit Questions:	2:00 pm on March 6, 2025
OECM's Deadline for Issuing Answers:	March 11, 2025
Bidder's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	2:00 pm on March 17, 2025
OECM's Deadline for Issuing Final Documents:	March 21, 2025
Closing Date:	2:00:00 pm on March 31, 2025
Anticipated Master Agreement Start Date:	May 2025
All times specified in this timetable are local times in Toronto, Ontario, Canada	

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

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PART 1 – INTRODUCTION

This non-binding Request for Tender (“RFT”) is an invitation to obtain Tenders from qualified Bidders for Retail Fuel Purchase Program (“Program”) for OEMC Customers to use on an as-and-when required basis as described in Part 2 – The Deliverables.

This RFT is issued by OEMC.

1.1 Objective of this RFT

The objective of this RFT is to:

- (a) Establish a list of pre-qualified, quality Suppliers able to fulfill Customer’s Program requirements;
- (b) Reduce the costs associated with competitive procurement processes on an ongoing basis (i.e., fewer competitive procurement documents issued by Customers);
- (c) Provide Programs with competitive and predictable fuel Rates;
- (d) Provide adequate geographical coverage for the Program. At a minimum, the Supplier must have at least ten (10) fuel retail stations located across the province;
- (e) Ensure the Program adheres to industry standards and regulations;
- (f) Provide professional and accessible customer support (e.g., technical, administrative) for timely issue resolution; and,
- (g) Support sustainability initiatives by encouraging the use of low-emission fuels, tracking carbon emissions, and aligning with environmental standards.

1.2 Award Strategy

OEMC may, through this RFT process, enter into Master Agreements with one (1) or more Suppliers for the provision of the Program to ensure geographical coverage of fuel retail stations for all Customers.

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

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

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

1.2.1 No Contract until Execution of Written Master Agreement

This RFT process is intended to identify Bidders for the purpose of negotiation of potential Master Agreements. The negotiation process is further described in Part 3 – Evaluation of Tenders, Section 3.5 of this RFT.

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

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

1.2.2 Customer's Usage of Master Agreements

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

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

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

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

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

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

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

- (a) Proposed Program to meet Customers' needs (i.e., Part 2 – Deliverables); and,
- (b) Final, net Rates. The Rates should be valid for a period of not less than ninety (90) days, or as requested by the Customer.

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

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

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

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

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

1.3 About OECM

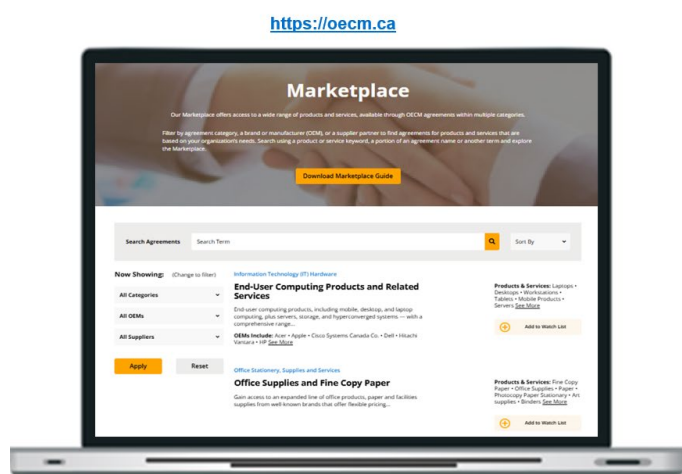
OECM is a trusted not-for-profit partner for Ontario's educational entities (e.g., school boards or authorities, Provincial and Demonstration Schools Branch with the Ontario Ministry of Education, colleges, and universities, and may also include Private Schools and Private Career Colleges), health and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

Communities, and other provincial, territorial and federal public sector entities/agencies or similar entities not mentioned here.

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

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

- (a) Actively sourcing products and 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 a Supplier Relationship Management program;
- (e) Promoting OECM's Supplier Code of Conduct, based on its core values of collaboration, responsiveness, integrity, innovation, and respect, to ensure that all supplier partners adhere to a set standard when conducting business with OECM and its Customers resulting in continuous, long-term success; and,
- (f) Supporting supplier partners through a SRP that aims to drive long-term performance by recognizing and motivating Suppliers to deliver continued savings, value, choice, and service to Customers.



OECM procurements are compliant with the Ontario Broader Public Sector Procurement Directive and applicable Trade Agreements.

Refer to OECM's Marketplace Guide at <https://oecm.ca/marketplace-guide/>

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AGREEMENTS

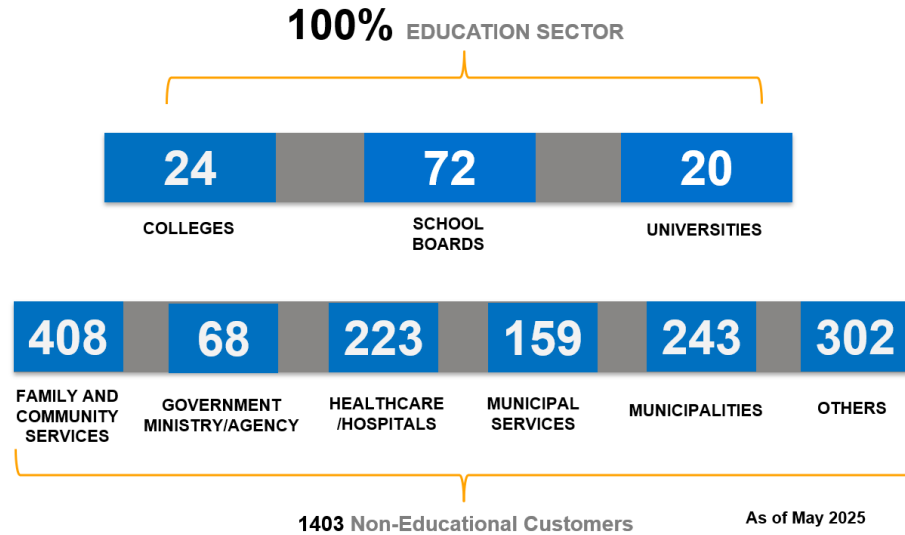
1519
CUSTOMERS

532
SUPPLIERS

As of May 2025

1.3.1 Use of OECM Master Agreements

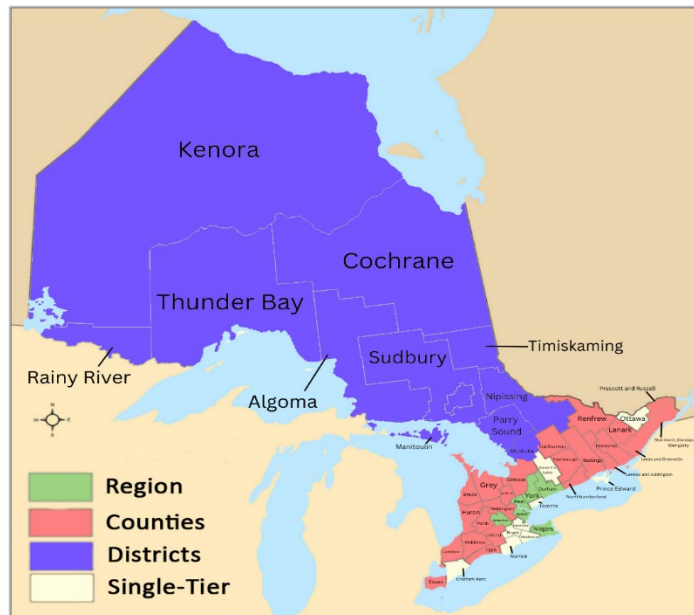
As of May 31, 2025, over fifteen hundred (1,500) Customers were using one (1) or more OECM agreements with a cumulative spend of above \$5 billion dollars over the last fifteen (15) years.



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

1.3.2 OECM Geographical Locations

OECM Customers, in Ontario, are located in County, District, Region, or Single-Tier (“CDRS”) locations.



Refer to Appendix G for more information about these geographical locations.

1.3.3 The Ontario Broader Public Sector Procurement Directive

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

The Procurement Directive is available here:

[Broader Public Sector Procurement Directive \(ontario.ca\)](https://www.ontario.ca/government/bps-procurement-directive)

1.3.4 Trade Agreements

OECD 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 RFT. For more information, refer to the Section 4.6.11.

[End of Part 1]

PART 1A – RULES OF INTERPRETATION AND DEFINITIONS

1A.1 Rules of Interpretation

This RFT 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 RFT 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 RFT, 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 RFT:
 - i. The terms “must” and “shall” relate to a requirement the Supplier will be obligated to fulfil. Whenever the terms “must” or “shall” are used in relation to OECM or the Supplier, such terms shall be construed and interpreted as synonymous and shall be construed to read “OECM shall” or the “Supplier shall”, as the case may be;
 - ii. The term “should” relates to a requirement that OECM would like the Supplier to fulfil; and,
 - iii. The term “will” describes a procedure that is intended to be followed.

1A.2 Definitions

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

“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 Bidder may be invited by OECM to submit a best and final offer on a process or section of the RFT to improve on their original Tender submission. BAFO cannot be requested by a Bidder;

“Bidder” means an entity that submits a Tender in response to this RFT and, as the context suggest, refers to a potential Bidder;

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

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

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

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

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

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

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

"Closing Date" means the Tender submission date and time as set out in OTP, on the front cover of this RFT and in Section 4.1.1 and may be amended from time to time in accordance with the terms of this RFT;

"Commercial Envelope" means an area in OTP where the Bidder would upload its completed Commercial Response;

"Commercial Response" means the Rates the Bidder uploads to OTP within Appendix B – Commercial Response as part of the Commercial Envelope;

"Confidential Information" means confidential information of OECM and/or any Customer (other than confidential information which is disclosed to the Preferred Bidder in the normal course of the RFT) where the confidential information is relevant to the Deliverables required by the RFT, its pricing or the RFT 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 Bidder 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 RFT;
- (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 RFT process, the Bidder 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 Tender 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 RFT process; or (iii) engaging in conduct that compromises or could reasonably be seen to compromise the integrity of the open and competitive RFT process and render that process non-competitive and unfair; or,

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

"Consortium" means when more than one (1) business entities (i.e., Consortium members) agree to work together and submit one (1) Tender to satisfy the requirements of the RFT. One (1) of the Consortium members shall identify itself as the Bidder and assume full responsibility and liability for the work and actions of all Consortium members;

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

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

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

"Deliverable" means the Program to be provided or performed by the Supplier, under the Master Agreement, and includes everything that is necessary to be supplied, provided or delivered by the Supplier within scope of the resulting Master Agreement;

"Eligible Tender" means a Tender that meets or exceeds the prescribed requirement, proceeding to the next stage of evaluation;

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

"Master Agreement" means the agreement to be made between the Preferred Bidder and OEMC based on the template attached as Appendix A – Form of Master Agreement with negotiated changes, together with all schedules and appendices attached thereto and all other documents incorporated by reference therein, as amended from time to time by agreement between OEMC and the Supplier;

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

"OEMC" means the Ontario Education Collaborative Marketplace;

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

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

"Ontario Tenders Portal" or "OTP" means the electronic tendering platform <https://ontariotenders.app.jaggaer.com/esop/nac-host/public/web/login.html> through which a Bidder's Tender must be submitted by the Closing Date;

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

“PFO” means a provincially funded organization;

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

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

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

“Rates” means the **Cent per Litre (“CPL”) discount off pump price**, minimum percentage discount off and maximum prices, in Canadian funds, for the Program as set out in the Bidder’s submitted Appendix B - Commercial Response;

“Request for Tenders” or **“RFT”** means this Request for Tender #2025-463 issued by OECM, including all appendices and addenda thereto;

“Retail Fuel Purchase Program” or **“Program”** means all products, services, and work to be provided or performed by the Supplier in the resulting Master Agreement, and includes everything that is necessary to be supplied, completed, serviced or delivered by the Supplier;

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

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

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

“Tender” means all documentation and information submitted by a Bidder in response to the RFT;

“Term” has the meaning set out in Section 1.2 of this RFT; and,

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

[End of Part 1A]

PART 2 – THE DELIVERABLES

This Part of the RFT describes the Retail Fuel Purchase Program Deliverables which will be incorporated into the final Master Agreement.

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

The Supplier shall provide all RFT Deliverables.

2.1 Retail Fuel Purchase Program

The Supplier shall provide a Program tailored to each Customer's specific requirements, ensuring a structured implementation and seamless onboarding. The Program shall include, but not limited to:

- (a) Needs assessment to identify Customer's unique requirements;
- (b) Program setup to establish account configurations and purchasing controls;
- (c) Fuel card distribution and activation, applicable only to closed-loop and open-loop fuel card;
- (d) Onboarding and training (e.g., training sessions, user guides, and online support); and,
- (e) Reporting.

2.2 Fuel Retail Station Geographical Locations

The Supplier shall have at a minimum of ten (10) fuel retail stations across the province of Ontario to ensure adequate geographical coverage for the Program.

During the Term, the Supplier may add additional CDRS' for new fuel retail stations and shall provide OECM with an up-to-date list of all its fuel retail stations. This information will be provided to OECM and Customers during the Term to assist with their purchasing decisions.

2.3 Fuel

The Supplier shall provide gasoline and diesel fuel.

The Supplier should also provide alternative fuel options such as Electric Vehicle ("EV") charging.

2.3.1 Fuel Quality and Regulations

The Supplier shall ensure that all fuel provided meet and comply with the following requirements:

- (a) Canadian General Standards Board ("CGSB") quality standards;
- (b) *Canadian Environmental Protection Act* ("CEPA") fuel regulations; and,
- (c) Any other applicable standards or regulations governing fuel in Canada.

2.4 Related Program Deliverables

The Supplier shall provide vehicle-related products including, but not limited to:

- (a) Windshield washer fluid;
- (b) Antifreeze/coolant;
- (c) Car wash; and,
- (d) Other related Program products.

2.5 Fuel Card and Payment Options

The Supplier shall enable Program purchases at a discount using the Customer's preferred payment methods including, but not limited to:

- (a) Closed-loop fuel card;
- (b) Open-loop fuel cards; and,
- (c) Customer's payment card or the Customer's employee/staff's personal payment card.

The Supplier shall implement and manage an employee fuel discount Program if the Customer chooses to extend fuel discounts to their employees or staff. If the Customer elects to use their own payment card or their employees'/staff's personal payment cards for transactions, Sections 2.5.2 to 2.5.4 shall not apply.

2.5.1 Transaction Security and Data Protection

The Supplier must ensure all transactions comply with the following security and data protection requirements:

- (a) Payment Card Industry Data Security Standard ("PCI DSS") for secure handling of payment transactions;
- (b) *Personal Information Protection and Electronic Documents Act* ("PIPEDA") for safeguarding personal and financial data;
- (c) Europay, Mastercard, Visa ("EMV") Compliance for secure card transactions and fraud prevention; and,
- (d) Any other applicable standards or regulations governing the security, processing, and protection of payment transactions.

2.5.2 Fuel Card Security and Fraud Protection

The Supplier shall provide the following features including, but not limited to:

- (a) Personal identification number ("PIN") protection or unique driver identification ("ID") verification at the pump;
- (b) Advanced security measures to prevent fraudulent use, detect suspicious transactions in real time, and mitigate potential fraud risks; and,
- (c) Dispute resolution process for fraudulent charges, ensuring compliance with industry standards and facilitating Customer reimbursement or chargebacks as applicable.

2.5.3 Fuel Card Controls

The Supplier shall enable Customers to customize controls and restrict purchases including, but not limited to:

- (a) Spending limits (e.g., daily, weekly, monthly limits per card);
- (b) Fuel and related products (e.g., windshield fluid, car washes); and,
- (c) Non-fuel and non-vehicle-related purchases (e.g., snacks, beverages).

2.5.4 Fuel Card Related Fees

The Supplier may charge the Customer for the following fuel card related fees:

- (a) Card issuance; and,
- (b) Card replacement.

The Supplier shall **not** charge Customers for the following;

- (a) Card cancellations;
- (b) Adjustments/corrections of transaction/credit limits;
- (c) Account maintenance; or,
- (d) Annual membership;
- (e) Reporting.

2.6 Online Reports and Portal

The Supplier shall provide online portal and/or application for Customers to access reports including, but not limited to:

- (a) Transaction reports;
- (b) Card usage and control reports; and,
- (c) Invoice and billing reports.

Each Customer shall work with the Supplier to customize reports based on their requirements.

If required by the Customer, the Supplier shall provide integration of reports into the Customer's existing fleet management systems.

2.7 Supplier Support to Customers

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

- (a) A dedicated account representative (with a backup) to provide day-to-day administrative and operational support, including assistance with card issuance, replacements, and Program customization;
- (b) Easy access to the Supplier (e.g. online, toll free telephone number, email, voicemail, chat or fax);
- (c) Resolving issues promptly and following agreed-upon escalation procedures to minimize operational disruptions;
- (d) Responding to Customer inquiries within one (1) Business Day;
- (e) Ensuring minimal disruption to the Customer by maintaining system uptime and transaction processing reliability;
- (f) Offering training, demonstrations, and educational events (e.g., webinars) to enhance understanding of the Program, including features, security measures, and reporting capabilities;
- (g) Establishing ongoing communication with Customers regarding updates, enhancements, innovations, and sustainability initiatives relevant to the Program;
- (h) Notifying Customers in advance of any scheduled maintenance, system upgrades, or service disruptions that may impact the availability or functionality of the Program; and,
- (i) Participating in meetings with Customers upon request to discuss Program performance, Program improvements, technical support effectiveness, or any other concerns.

2.7.1 Fuel Card Technical Support

The Supplier shall provide fuel card technical support to Customers including, but not limited to:

- (a) Twenty-four seven (24/7) availability with multi-channel support (e.g., toll-free number, online portal, live chat, email) for resolving technical issues related to fuel card;
- (b) Real-time assistance for online portal access, system outages and transaction processing errors;

- (c) Incident tracking and escalation with clear procedure for issue escalation and resolution; and,
- (d) Security alerts and fraud monitoring to detect and notify Customers real-time for suspicious activity.

2.8 Supplier Management Support to OECM

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

- (a) Assigning to OECM a Supplier Account Executive and team responsible for supporting and overseeing all aspects of the Master Agreement;
- (b) Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- (c) Promoting the Master Agreement within the Customer community;
- (d) Maintaining OECM's and Customer's confidentiality by not disclosing Confidential Information without the prior written consent of OECM and/or the Customer, as the case may be, as further described in Appendix A – Form of Master Agreement;
- (e) Attending business review meetings with OECM to review such information as:
 - i. CSAs and upcoming opportunities;
 - ii. Review and monitor performance management compliance;
- (f) Complying with Appendix E – OECM's Supplier Code of Conduct requirements as described on the OECM website at <https://oecm.ca/suppliers/#code-of-conduct>;
- (g) Managing issue resolution in a timely manner;
- (h) Complying with agreed upon escalation processes to resolve outstanding issues;
- (i) Timely submission of reports as described in Appendix C – Supplier Reporting Requirements; and,
- (j) Complying with Master Agreement close out processes (e.g., ensuring all Master Agreement obligations have been fulfilled, such as submission of final reporting and Cost Recovery Fee ("CRF") payments to OECM).

2.8.1 Master Agreement Award and Launch

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

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

2.8.2 Promoting OECM Master Agreements

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

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

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

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

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

2.8.3 Supplier Performance Management Scorecard

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

2.8.4 Rate Refresh

OECM's goal is to keep Rates as low as possible for Customers. The proposed Rates shall be firm for the initial Term of the Master Agreement. However, the Supplier may request a Rate refresh at the time of the Master Agreement extension, if the Master Agreement is extended.

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

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

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

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

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

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

2.8.5 Additions to the Program

During the Term the Supplier may request adding to the Program (e.g., newly available products, services, initiatives) to the Master Agreement to improve the existing Program and align to Customer's needs. OECM will review and assess the request and may accept or reject based on the current Master Agreement and Customer needs.

The Supplier shall provide written notice to OECM of at least one hundred and twenty (120) days prior to adding to the Program. The request must be accompanied by supporting documentation including, but not limited to:

- (a) Program addition description;
- (b) Rationale for the addition; and,
- (c) Proposed Rates.

Proposed Rates will be negotiated at the time of the request.

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

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

2.8.6 Saving Calculation

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

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

2.8.7 OECM's Supplier Recognition Program

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

Further details will be provided to the Suppliers.

2.8.8 Reporting to OECM

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

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

2.9 Rates

The Program Rates for Ontario Customers shall be:

- (a) **Cent per Litre ("CPL")** discount off fuel pump price;
- (b) Minimum percentage discount off point-of-sale ("POS") price;
- (c) Maximum Rate;

- (d) In Canadian funds and shall include all applicable costs, including, but not limited to overhead, materials, duties, tariffs, delivery, office support, profit, permits, licences, labour, insurance, and Workplace Safety Insurance Board costs and all other overhead, office support, profit, licenses including any fees or other charges required by law; and,
- (e) Exclusive of the Harmonized Sales Tax ("HST"), or other similar taxes.

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

Rates for Customers outside of Ontario shall be mutually agreed upon between the Customer and Supplier.

2.9.1 Incentives for Customers

Where feasible, the Supplier should offer incentives to Customers to promote the value of the Program and/or additional cost savings that may include, but not limited to:

- (a) Obtaining reward points;
- (b) Informing and guiding Customers about potential incentives (e.g., government);
- (c) Providing high discount for fuel volume purchases; and,
- (d) Overall growth.

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

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

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

2.9.2 OECM Cost Recovery Fee

As a not-for-profit/non-share capital corporation, OECM recovers its operating costs from its agreements through a CRF. CRFs from the resulting Master Agreement from this RFT and other OECM agreements are structured to support OECM's financial model, while providing savings to Customers.

The Supplier shall pay to OECM a maximum CRF of ~~two point nine five percent (2.95%)~~ **two percent (2%) for total in-network fuel purchases** on all Program related purchases invoiced by the Supplier to the Customers throughout the Term.

CRF will be calculated as follows:

EXAMPLE OF HOW CRF WILL BE CALCULATED WITH A CRF = 2%				
Sales per Quarter	Calculation	CRF	HST	Total CRF Payment to OECM
If Supplier has \$100,000 total sales in first quarter	\$100,000 x 2% CRF	\$2,000.00	\$260.00	\$2,260.00
If Supplier has \$200,000 total sales in second quarter	\$200,000 x 2% CRF	\$4,000.00	520.00	\$4,520.00
If Supplier has \$50,000 total sales in third quarter	\$50,000 x 2% CRF	\$1,000.00	\$130.00	\$1,130.00

EXAMPLE OF HOW CRF WILL BE CALCULATED WITH A CRF = 2%				
Sales per Quarter	Calculation	CRF	HST	Total CRF Payment to OECM
If Supplier has \$75,000 total sales in fourth quarter	\$75,000 x 2% CRF	\$1,500.00	\$195.00	\$1,695.00
Total CRF Payment to OECM for <u>first year of the Master Agreement</u>:				\$9,605.00

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

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

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

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

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

2.10 Disaster Recovery and Business Continuity

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

2.11 Licences, Permits, Right to Use and Approvals

The Supplier shall obtain all licences, permits, right to use and approvals required in connection with the supply of the Programs and provide them at Customer and OECM request. The costs of obtaining such licences, permits, right to use and approvals shall be the responsibility of, and shall be paid for by, the Supplier.

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

2.12 Environmental, Social, and Governance

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

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

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

- (a) Environmental design principles as required by the Customer (e.g., environmental sustainability, carbon footprint reduction in fuel sourcing, low-emission fuel alternatives, waste management, fuel efficiency Programs, carbon emissions reduction, greenhouse gas (GHG) monitoring and reduction, and promotion of low-carbon fuel options).
- (b) Sustainable social design principles as required by the Customer (e.g., equitable access to fuel supply, diversity and inclusion in procurement, community investment, and support for Indigenous and local businesses).
- (c) Governance practices to enhance positive impact to the Customer (e.g., corporate oversight on fuel procurement practices, risk management in fuel pricing stability, ethical sourcing, adherence to environmental laws and regulations, supply chain transparency that aligns with environmental standards and sustainable practices, and transparency in reporting fuel consumption and environmental impact).

The Supplier should keep OEM and Customers informed about social procurement processes related to fuel sourcing and distribution.

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

2.13 Financial Administration Act Section 28

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

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

[End of Part 2]

PART 3 – EVALUATION OF TENDERS

3.1 Stages of Tender Evaluation

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

Stage	Description	Refer to RFT Section	Scoring Methodology and Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	3.2	Pass/Fail	Pass
Stage II	Commercial Response	3.3	100	10%
Stage III	Tie Break Process	3.4	Not Applicable	Not Applicable
Stage IV	Negotiations	3.5	Not Applicable	Not Applicable
Stage V	Master Agreement Finalization	3.6	Not Applicable	Not Applicable

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

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

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

Title	OTP Envelope
Qualification Response	Qualification
Appendix C – Commercial Response (in Microsoft Excel format only)	Commercial

If the Bidder fails to upload and/or 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 Bidders satisfying the identified deficiencies within allotted time will proceed to Stage II.

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

3.3 Stage II – Commercial Response

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

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

Point allocations for the Commercial Response sections are as follows:

Commercial Response Sections	Available Points
1. Fuel	60
2. Fuel Card Related Fees	10

Commercial Response Sections	Available Points
3. Related Program Deliverables	30
TOTAL POINTS:	100

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

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

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR PART 2 – FUEL CARD RELATED FEES, CARD ISSUANCE FEE		
Proposed Rates	Calculation	Resulting Points
If Bidder 1 proposes the lowest Rate of \$100.00, it would receive 100% of the points allocated.	$\$100 \div \$100 \times 5 \text{ Points}$	5
If Bidder 2 proposes the second lowest Rate of \$200.00, it would receive 50% of the points allocated.	$\$100 \div \$200 \times 5 \text{ Points}$	2.5
If Bidder 3 proposes the third lowest Rate of \$400.00, it would receive 25% of the points allocated.	$\$100 \div \$400 \times 5 \text{ Points}$	1.25

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

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

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

3.4 Stage III – Tie Break Process

At this stage, where two (2) or more of the highest scoring Eligible Tenders achieve a tie score on completion of the Stage II, OECM may invite all to negotiations or break the tie by selecting the Eligible Tender with the highest score in Stage II – Commercial Response, Section 1 – Fuel.

3.5 Stage IV – Negotiations

Concurrent negotiations, with the Preferred Bidders, will be based on the RFT Deliverables, and the Tenders, understanding that OECM is seeking the best overall solution and value for money for Customers.

The negotiations may include:

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

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

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

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

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

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

3.6 Stage V – Master Agreement Finalization

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

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

[End of Part 3]

PART 4 – TERMS AND CONDITIONS OF THE RFT PROCESS

4.1 General Information and Instructions

Procurement Process Non-Binding

This RFT 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 RFT 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 Bidder nor OECM shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of a Master Agreement, failure to award a Master Agreement or failure to honour a response to this RFT.

Non-Binding Rates

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

4.1.1 RFT Timetable

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

RFT Timetable	
Event	Time/Date
OECM's Issue Date of RFT:	February 27, 2025
Bidder's Deadline to Submit Questions:	2:00 pm on March 6, 2025
OECM's Deadline for Issuing Answers:	March 11, 2025
Bidder's Deadline to Submit Questions Related to Addenda & Question and Answer Documents:	2:00 pm on March 17, 2025
OECM's Deadline for Issuing Final Documents:	March 21, 2025
Closing Date:	2:00:00 pm on March 31, 2025
Anticipated Master Agreement Start Date:	May 2025

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

4.1.2 Prerecorded Bidder's Information and OTP Demonstration Information Video

The Bidder should download and watch the prerecorded Bidder Information and OTP Demonstration information video, which will be available on OTP for the Bidder to access.

The Bidder's Information and OTP Demonstration information video is an opportunity for the Bidder to enhance its understanding of the RFT process and to learn how to use OTP to submit its Tender.

In the event of a conflict or inconsistency between the Bidder's Information and OTP Demonstration information video and the RFT, the RFT shall prevail.

4.1.3 Bidder to Follow Instructions

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

4.1.4 OECM's Information in RFT Only an Estimate

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

It is the Bidder's responsibility to avail itself of all the necessary information to prepare a Tender in response to this RFT.

4.1.5 Bidder's Costs

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

- (a) The preparation and submission of its Tender;
- (b) The Bidder's attendance at any meeting related to the RFT process in relation to the RFT process;
- (c) The conduct of any due diligence on its part, including any information gathering activity;
- (d) The preparation of the Bidder's own questions; and,
- (e) Any discussion and/or finalization, if any, in respect of the Form of Master Agreement.

4.2 Communication after RFT Issuance

4.2.1 Communication with OECM

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

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

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

4.2.2 Bidder to Review RFT

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

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

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

In answering a Bidder's questions, OECM will set out the question, without identifying the Bidder 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 Bidders only once.

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

To ensure the Bidder clearly understand issued addenda, OECM allows Bidders 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 Bidder 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 Bidder concerning this RFT or its process.

4.2.3 Bidder's Intent to Submit Tender

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

4.2.4 Bidder to Notify

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

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

The Bidder shall not:

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

4.2.5 All New Information to Bidders by way of Addenda

This RFT 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 RFT, such information will be communicated to all Bidders by addenda on OTP. Each addendum shall form an integral part of this RFT.

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

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

The Bidder who intends to respond to this RFT 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 Bidder chooses to cancel the receipt of addenda or amendments, its Tender may be rejected.

4.3 Tender Submission Requirements

4.3.1 General

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

The Bidder 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 RFT process, a Tender must be submitted and received **before** the Closing Date as set out in Section 4.1.1 and on OTP.

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

The Bidder will not be able to submit a Tender after the Closing Date, as OTP will close the access to the RFT on the Closing Date.

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

4.3.2 Tender in English

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

4.3.3 Tender Submission Requirements

The Bidder is solely responsible for submitting its Tender on OTP prior to the Closing Date.

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

Description	OTP Envelope	Complete within OTP	Complete and Upload to OTP
Qualification Response	Qualification	√	
Appendix B – Commercial Response (in Microsoft Excel format only)	Commercial		√

4.3.4 Other Tender Considerations

In preparing its Tender, the Bidder should adhere to the following:

- (a) Information contained in any embedded link will not be considered part of a Tender, and will not be evaluated or scored;
- (b) Any other file attached as part of the Commercial Envelope in OTP other than the required Appendix B – Commercial Response will not be considered as part of the Tender, and will not be evaluated or scored; and,
- (c) The Tender should be complete in all respects. Tender evaluation and scoring applies only to the information contained in the Tender, or accepted clarifications as set out in Section 4.3.13 Clarification of Tenders.

4.3.5 Tender Receipt by OECM

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

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

4.3.6 Withdrawal of Tender

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

4.3.7 Amendment of Tender on OTP

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

4.3.8 Completeness of Tender

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

4.3.9 Tenders Retained by OECM

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

4.3.10 Acceptance of RFT

By submitting a Tender, a Bidder agrees to accept the terms and conditions contained in this RFT, and all representations, terms, and conditions contained in its Tender.

4.3.11 Amendments to RFT

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

4.3.12 Tenders will not be Opened Publicly

The Bidder is advised that there will not be a public opening of this RFT. OECM will open Tenders at a time subsequent to the Closing Date.

4.3.13 Clarification of Tenders

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

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

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

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

4.3.14 Verification of Information

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

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

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

4.3.15 Tender Acceptance

The lowest price Tender or any Tender 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 RFT Incorporated into Tender

All provisions of this RFT are deemed to be accepted by each Bidder and incorporated into each Tender.

4.3.17 Exclusivity of Contract

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

4.3.18 Substantial Compliance

OECM shall be required to reject Tenders, which are not substantially compliant with this RFT.

4.3.19 No Publicity or Promotion

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

In the event that a Bidder, including the Preferred Bidder, 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 RFT, OECM shall be entitled to take all reasonable steps as may be deemed necessary by OECM, including disclosing any information about a Tender, 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 Bidder

OECM reserves the right to accept or reject any Tenders 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 Bidder shall execute the Master Agreement in the form attached to this RFT with negotiated changes, if any, and satisfy any other applicable conditions of this RFT within twenty (20) days of invitation to enter into negotiations. This provision is solely to the benefit of OECM and may be waived by OECM at its sole discretion.

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

4.4.2 Failure to Execute a Master Agreement

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

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

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

4.4.3 Master Agreement

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

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

4.4.4 Notification to Other Bidders

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

4.4.5 Debriefing

Any Bidder 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 Bidder in presenting a better Tender 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 Bidder wishes to review the decision of OECM in respect of any material aspect of the RFT process, and subject to having attended a debriefing, the Bidder 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 Bidder 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 Bidder's arguments and supporting documentation; and,
- (f) The Bidder'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 Bidder in connection with or arising out of this RFT or the acceptance of any Tender:

- (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 RFT 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 Bidder

Except as provided for otherwise in this RFT, or as may be required by Applicable Laws, OECM shall treat the Tender 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 RFT process, OECM or any of its representatives or agents shall be under no obligation to execute a confidentiality agreement.

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

4.5.3 Bidder's Submission

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

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

4.5.4 Personal Information

Personal Information shall be treated as follows:

- (a) Submission of information – The Bidder should not submit as part of its Tender any information related to the qualifications or experience of persons who will be assigned to provide the Program 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 Bidder by OECM shall only be used to select the qualified individuals to undertake the Program and to confirm that the work performed is consistent with these qualifications; and,
- (c) Consent – It is the responsibility of the Bidder 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 Bidder 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 Bidder. A Bidder should identify any information in its Tender, 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 Tender, including any Personal Information requested in this RFT, the Bidder agrees to the use of such information for the evaluation process, for any audit of this procurement process, and for contract management purposes.

4.5.7 Municipal Freedom of Information and Protection of Privacy Act

The *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M. 56* applies to information provided by the Bidder. A Bidder should identify any information in its Tender, 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 Tender, including any Personal Information requested in this RFT, the Bidder agrees to the use of such information for the evaluation process, for any audit of this procurement process, and for contract management purposes.

4.5.8 Intellectual Property

The Bidder 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 Bidders;
- (b) Request written clarification or the submission of supplementary written information from any Bidder and incorporate such clarification or supplementary written information, if accepted, into the Tender, at OECM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Bidder to correct errors in its Tender or to change or enhance the Tender in any material manner;
- (c) Waive formalities and accept Tenders that substantially comply with the requirements of this RFT;

- (d) Verify with any Bidder or with a third party any information set out in a Tender;
- (e) Check references other than those provided by Bidders;
- (f) With supporting evidence, disqualify any Bidder 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 Bidder;
- (g) Disqualify any Bidder whose Tender contains misrepresentations or any other inaccurate or misleading information;
- (h) Disqualify any Bidder whose Tender is determined by OECM to be non-compliant with the requirements of this RFT;
- (i) Disqualify a Tender based upon the past performance or on inappropriate conduct in a prior procurement process, or where the Bidder has or the principals of a Bidder have previously breached an agreement with OECM, or has otherwise failed to perform such agreement to the reasonable satisfaction of OECM (i.e., has not submitted required reporting and/or Cost Recovery Fees to OECM);
- (j) Disqualify any Bidder, who, in relation to this RFT 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 Bidder 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 Bidder reveals a Conflict of Interest or Unfair Advantage in its Tender or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM;
- (l) Disqualify any Tender of any Bidder who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFT, including where there is any evidence that the Bidder or any of its employees or agents colluded with any other Bidder, its employees or agents in the preparation of the Tender;
- (m) Make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner set out in this RFT;
- (n) Accept or reject a Tender if only one (1) Tender is submitted;
- (o) Reject a Subcontractor proposed by a Bidder within a Consortium;
- (p) Select any Bidder other than the Bidder whose Tender reflects the lowest cost to OECM;
- (q) Cancel this RFT process at any stage and issue a new RFT for the same or similar requirements, including where:
 - i. OECM determines it would be in the best interest of OECM not to award a Master Agreement,
 - ii. the Tender prices exceed the bid prices received by OECM for Program acquired of a similar nature and previously done work,

- iii. the Tender 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 Tender prices exceed the funds available for the Program, or,
- v. the funding for the acquisition of the proposed Program has been revoked, modified, or has not been approved,

and where OECM cancels this RFT, OECM may do so without providing reasons, and OECM may thereafter issue a new request for Tenders, request for qualifications, sole source, or do nothing;

- (r) Discuss with any Bidder different or additional terms to those contained in this RFT or in any Tender;
- (s) Accept any Tender in whole or in part;
- (t) If OECM receives a Tender from a Bidder with Rates that are abnormally lower than the Rates in other Tenders, OECM may verify with the Bidder that the Bidder satisfies the conditions for participation and is capable of fulfilling the Master Agreement; or,
- (u) Reject any or all Tenders in its absolute discretion, including where a Bidder 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 Bidder or any third party resulting from OECM exercising any of its express or implied rights under this RFT.

By submitting a Tender, the Bidder 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 – Bidder

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

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

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

4.6.3 No Liability

The Bidder agrees that:

- (a) Any action or proceeding relating to this RFT process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Bidder 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 RFT 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 RFT.

The Bidder further agrees that if OECM commits a material breach of OECM's obligations pursuant to this RFT, OECM's liability to the Bidder, 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 Tender preparation costs that the Bidder seeking damages from OECM can demonstrate. In no event shall OECM be liable to the Bidder for any breach of OECM's obligations pursuant to this RFT, which does not constitute a material breach thereof. The Bidder 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 Bidder shall not assign any of its rights or obligations hereunder during this RFT process without the prior written consent of OECM. Any act in derogation of the foregoing shall be null and void.

4.6.5 Entire RFT

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

4.6.6 Priority of Documents

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

4.6.7 Disqualification for Misrepresentation

OECM may disqualify the Bidder or rescind a Master Agreement subsequently entered if the Bidder's Tender 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 Bidder's references and may also consider the Bidder's past performance with OECM and/or its Customers.

4.6.9 Cancellation

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

4.6.10 Competition Act

Under Canadian law, a Tender 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 Bidder 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 RFT.

For more information, refer to the following:

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

4.6.12 Governing Law

The terms and conditions in this Part 4:

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

[End of Part 4]

APPENDIX A – FORM OF MASTER AGREEMENT

This Appendix is posted as a separate PDF document.

APPENDIX B – COMMERCIAL RESPONSE

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

The Bidder may not make any changes to any of the RFT forms, including Appendix C – Commercial Response. Any Tender containing any such changes, whether on the face of the form or elsewhere in the Tender, may be disqualified.

APPENDIX C – SUPPLIER REPORTING REQUIREMENTS

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

Supplier Reporting Requirements		
Sales Reporting	Frequency	Due Date
Sales Reporting including, but not limited to: Fuel: (a) Customer’s name; (b) Fuel type (e.g., gasoline, diesel); (c) Total fuel volume in litres; (d) Total Rate (subtotal excluding taxes); (e) Savings; and, (f) Cost Recovery Fee (including HST). Other Program Deliverables: (a) Customer’s name; (b) Invoice number and date; (c) Program description (e.g., carwash, windshield fluid); (d) Quantity purchased; (e) Rate per unit of measure (“UOM”); (f) Total Rate (subtotal excluding taxes); (g) POS price; (h) Savings; and, (i) Cost Recovery Fees (including HST).	Quarterly (calendar)	8th Business Day following each Calendar Quarter
Performance Reporting	Frequency	Due Date
(a) Key Performance Indicators (“KPIs”) Report - As set out in Appendix D – Supplier Performance Management Scorecard. (b) Performance results specific to Customer’s KPIs.	Quarterly (calendar)	8th Business Day following each Calendar Quarter
CSA Reporting	Due Date	
(a) Provide a copy of each fully executed CSA.	Within thirty (30) days of CSA execution	
Other Reporting		
May include: (a) Sales Forecasting Reports; i. By November 15 – for the next calendar year; ii. By March 15 – for April to December, if the forecast in (a) above has changed; and, iii. By July 15 – for August to December, if the forecast in (b) above has changed. (b) Specific Customer Reports, as requested (e.g., purchase orders and invoices). (c) OEMC Ad Hoc Reports - As requested and mutually agreed upon.		

Final reporting requirements will be determined during negotiations.

APPENDIX D – SUPPLIER PERFORMANCE MANAGEMENT SCORECARD

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

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

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

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

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

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

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

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

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

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

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

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

Supplier Provided Customer Performance Measures		
Key Performance Indicator	Performance Measurement	Performance Goal
Customer Support Response Time	Within one (1) Business Day	98% of the time
Dispute Resolution Time	Within five (5) Business Day	98% of the time
Online Portal System Uptime	Availability of online portal and/or application	99% of the time
Second Stage Response Frequency	Response time to Second Stage requests	98% of the time

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

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

Customer may, when executing a CSA, seek other KPIs.

Penalties and Rewards

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

APPENDIX E – OECM'S SUPPLIER CODE OF CONDUCT

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

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

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

Also, the Supplier shall:

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

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

- (f) Maintain workplace professionalism and respect for the dignity of all employees, Customers, and individuals. The Supplier must never exercise, tolerate or condone harassment, discrimination, violence, retaliation and any other inappropriate behaviour;
- (g) Abide by applicable employment standards, labour, non-discrimination and human rights legislation. Where laws do not prohibit discrimination, or where they allow for differential treatment, the expectation of the Supplier is to be committed to non-discrimination principles and not to operate in an unfair manner. The Supplier must be able to demonstrate that their workplaces operate under the following principles:
 - i. Child labour is not accepted;
 - ii. Discrimination and harassment are prohibited, including discrimination or harassment based on any characteristic protected by law;
 - iii. Employees are free to raise concerns and speak up without fear of reprisal;
 - iv. Appropriate and reasonable background screenings, including investigations for prior criminal activity, have been completed to ensure integrity and character of the Supplier's employees; and,
 - v. Clear and uniformly applied employment standards are used that meet or exceed legal and regulatory requirements;
- (h) Provide healthy and safe workplaces for their employees. These workplaces must comply with applicable health and safety laws, statutes and regulations to ensure a safe and healthy work environment. Employers must also ensure that their employees are properly trained and that they have easy access to information and instructions pertaining to health and safety practices; and,
- (i) Give high priority to environmental issues and implement initiatives to foster sound environmental management through practices that prevent pollution and preserve resources. The Supplier must conduct business in an environmentally responsible and sustainable manner. The Supplier must comply with all applicable environmental laws, statutes and regulations, including, but not limited to, waste disposal (proper handling of toxic and hazardous waste), air emissions and pollution, to ensure that they meet all legal requirements and strive to prevent or mitigate adverse effects on the environment with a long-term objective of continual improvement.

The Supplier is expected to:

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

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

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

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

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

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

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

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

APPENDIX G – ONTARIO COUNTIES, DISTRICTS, REGIONS, AND SINGLE-TIER LOCATIONS

Counties	Districts	Regions	Single-Tier
Bruce	Algoma	Durham	Brant
Dufferin	Cochrane	Halton	Chatham-Kent
Elgin	Kenora	Niagara	Haldimand
Essex	Manitoulin	Peel	Hamilton
Frontenac	Muskoka	Waterloo	Kawartha Lakes
Grey	Nipissing District	York	Norfolk
Haliburton	Parry Sound		Ottawa
Hastings	Rainy River		Prince Edward
Huron	Sudbury		Toronto
Lambton	Thunder Bay		
Lanark	Timiskaming		
Leeds and Grenville			
Lennox and Addington			
Middlesex			
Northumberland			
Oxford			
Perth			
Peterborough			
Prescott and Russell, United Counties			
Renfrew			
Simcoe			
Stormont, Dundas and Glengarry			
Wellington			
https://www.amo.on.ca/about-us/municipal-101/ontario-municipalities			