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## EKO CLIENT INFORMATION SYSTEM & RELATED SERVICES

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### REQUEST FOR PROPOSALS NUMBER: #2021-380

**Request for Proposals Issued On:** June 25, 2021

**Proponent's Information & OTP Demonstration Session:** 2:00 pm on July 6, 2021

**Proponent's Deadline for Questions:** 5:00 pm on July 12, 2021

**Proponent's Deadline for Questions Pertaining to Issued Documents:** 5:00 pm on **July 23**, 2021

**Proponent's Deadline for Questions Pertaining to Issued Documents:** 5:00 pm on **August 9**, 2021

**Closing Date:** 2:00:00 pm on **August 30**, 2021 local time in Toronto, Ontario, Canada

All times specified in this RFP timetable are local times in Toronto, Ontario, Canada.  
Please refer to Section 5.1.1 for the complete RFP timetable.

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

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## PART 1 – INTRODUCTION

This non-binding Request for Proposals (“RFP”) is an invitation to obtain Proposals from qualified Suppliers for the provision of, licensing, configuration, migration, integration, testing, implementation, training, and on-going software maintenance and technical support of a Client Information System (“System Solution”) and Related Services (“Services”) as described in Part 2 – The Deliverables and in Part 4 – Master Agreement Structure and Management.

The Proponent must be an OEM or an Authorized Reseller for proposed System Solution.

If the Proponent is not the OEM, an OEM Authorized Reseller Letter shall be submitted with the Proposal for the proposed OEM. If successful, the Authorized Reseller status shall be maintained throughout the Term of the Master Agreement (“Term”).

OECM intends to award up to three (3) Master Agreements, with an initial Term) of three (3) years, with an option in favour of OECM to extend the Term on the same terms and conditions with the first extension of up to two (2) additional years followed by a last extension of up to one (1) additional year.

This RFP is issued by OECM.

### 1.1 Objective of this RFP

The objective of this RFP is:

- (a) To procure a Software as a Service (SaaS) based, secure solution (“System Solution”) which is up to date with current technologies available in the market;
- (b) Maintaining or improving existing product functionality and focus on ease of use for the proposed System Solution;
- (c) Ensuring requirements for all interested Children Treatment Centers (“CTCs”) are captured including adherence to agreed-upon standards and availability of enhancements and customizations;
- (d) Improved System Solution pricing;
- (e) Flexibility to allow for future needs;
- (f) Improved Supplier communication and responsive Customer service;
- (g) Regular and detailed activity and spend reporting; and,
- (h) to award Master Agreements with an optional second stage selection process to qualified Supplier(s) that provide:
  - I. A commercially off the shelf (“COTS”) System Solution that is configurable and, as required customizable to meet the Customer’s requirements.
  - II. A quality System Solution that is scalable in a timely manner, demonstrating value for money;
  - III. Professional and responsive Customer support and account management offering consistent approach and efficiency across all support areas of the Customer;
  - IV. System Solution including the software application, licensing, configuration, migration, integration, testing, implementation, training, and on-going software maintenance and technical support for Software as a Service (“SaaS”) model.

### 1.2 Project Advisory Committee

The following stakeholders were involved with the development of the requirements set out in this RFP:

- (a) Children’s Treatment Centre of Chatham-Kent
- (b) Children’s Treatment Network

- (c) Five Counties Children's Centre
- (d) George Jeffrey Children's Centre
- (e) Grandview Kids
- (f) John McGivney Children's Centre
- (g) KidsAbility Centre for Child Development
- (h) KidsInclusive Centre for Child and Youth Development
- (i) Lansdowne Children's Centre
- (j) Niagara Children's Centre
- (k) One Kids Place
- (l) Pathways Health Centre for ChildrenOne Kids Place
- (m) THRIVE Child Development Centre
- (n) TVCC
- (o) Empowered Kids Ontario
- (p) Ministry of Children, Community and Social Services ("MCCSS")

The above stakeholders are **not**, in any way, committed to participating in the Master Agreement (s) resulting from this RFP.

### 1.3 Project Background

In April 2010, Ministry of Children and Youth Services ("MCYS") provided one-time funding to Ontario Association of Children's Rehabilitation Services ("OACRS"), a not-for-profit organization representing the province's publicly funded child development and rehabilitation sector (now renamed as Empowered Kids Ontario-Enfants Avenir Ontario ("EKO-EAO")), to collaboratively source a client information system to be introduced to twelve (12) children treatment centers ("CTCs") in Ontario.

In December 2010 OACRS negotiated and signed master agreement for information system software ("System Solution") and support services with Campana Systems Inc. for provision of GoldCare client information system which was eventually implemented across sixteen (16) CTCs. The current client information system has been utilized for over a decade.

OECM on behalf of EKO obtained feedback across the participating CTC's to better align the deliverables of this RFP for sourcing of a **Client Information System and Related Services**, specific to the needs of CTCs currently using GoldCare, aiming to provide savings, choice, and service to the participating CTCs.

The feedback collected from the CTCs is utilized in establishing common requirements to assist in developing the procurement strategy including this RFP deliverables, evaluation criteria and pricing model. OECM is issuing this RFP based on the key findings across the CTCs.

### 1.4 Data Residency

The Suppliers' host servers and backup servers shall be located on Canadian soil in a secure data centre. The Supplier shall follow the *Personal Information Protection and Electronic Documents Act* ("PIPEDA") requirements and adhere to encryption standards mentioned in section 2.5.5. of this *Act*.

### 1.5 Overview of OECM

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

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

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

#### **1.6 Use of OECM Master Agreements**

As of May 28, 2021, one thousand seventy five (1075) Customers were using one (1) or more OECM agreements with a cumulative spend of more than two point five (2.5) billion dollars over the last eleven (11) years.

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

#### **1.7 The Ontario Broader Public Sector Procurement Directive**

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

<https://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/English/bps-procurementdirective>.

#### **1.8 Trade Agreements**

OECM procurements are undertaken within the scope of Chapter 5 of the Canadian Free Trade Agreement ("CFTA"), Chapter 19 of the Comprehensive Economic and Trade Agreement ("CETA"), and within the scope of the Trade and Cooperation Agreement between Quebec and Ontario and are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP. For more information, refer to the section 5.6.11.

#### **1.9 OEM and Reseller Obligations**

If a Supplier is an authorized reseller, it may propose the System Solution and related Services from only one (1) Original Equipment Manufacturer (OEM).

The Supplier must be an authorized reseller of the proposed System Solution or the OEM and provide proof of its status upon OECM's request.

The Successful Supplier must provide all Deliverables (including all related Services) required in this RFP.

#### **1.10 Rules of Interpretation**

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

- (a) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender;
- (b) Words in the RFP shall bear their natural meaning;

- (c) References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”;
- (d) In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words;
- (e) Unless otherwise indicated, time periods will be strictly applied; and,
- (f) The following terminology applies in the RFP:
  - i. The terms “must” and “shall” relate to a requirement the Supplier will be obligated to fulfil. Whenever the terms “must” or “shall” are used in relation to OECM or the Supplier, such terms shall be construed and interpreted as synonymous and shall be construed to read “OECM shall” or the “Supplier shall”, as the case may be;
  - ii. The term “should” relate to a requirement that OECM would like the Supplier to fulfil; and,
  - iii. The term “will” describe a procedure that is intended to be followed.

[End of Part 1]

## PART 2 – THE DELIVERABLES

This Part of the RFP describes the System Solution and related Services Deliverables which will be incorporated into the final Master Agreement. The Supplier shall meet and implement **all** RFP requirements.

### 2.1 System Solution Scope

The Supplier shall provide Commercial Off the Shelf (COTS) Client Information System and Related Services (the "System Solution") that shall be provided on a secure Software as a Service ("SaaS") model as per the requirements of the Customer. The Supplier shall provide the System Solution that meet the requirements as laid out in the Deliverables below.

The System Solution shall provide functionalities across the life cycle of Customer's Client engagement activities covering wide- variety of aspects like:

- (a) Client Referral & Intake;
- (b) Client Registration;
- (c) Scheduling, Wait listing and coordination;
- (d) Care worker management including care planning and care provisioning;
- (e) Client Discharge and Client reporting;
- (f) Clinical Documentation and records management;
- (g) Client health record management;
- (h) Portal access including point of care mobile, tele practice and telephony;
- (i) Productivity, workload, and utilization tracking;
- (j) Billing and payroll;
- (k) Client/ Family portal;
- (l) Data exploration, analytics, and reporting offering increased transparency into operations; and,
- (m) Ministry reporting including provincial compliance and supporting audit requirements.

### 2.2 System Solution Requirements

#### 2.2.1 High Level Requirements

The Supplier's System Solution shall meet the following requirements including, but not limited to:

- (a) Provides commercially off the shelf ("COTS") System Solution that is configurable and, as required, customizable to meet the Customer's needs;
- (b) Provide the Services on a Software as a Service ("SaaS") model;
- (c) Provides the access twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days per year except for maintenance or other critical upgrades, as per notification to Customers in line with the Service Level Agreement "SLA" identified in Section 2.3.4 (b) ;
- (d) Offers consistent visual conformity for all User interfaces and be fully responsive;
- (e) Provides reporting and configuration capabilities;
- (f) Establishes common standards and business practices;

- (g) Is Compatible with the Customer's technological infrastructure including, but not limited to:
  - i. Transmission Computer Protocol (TCP)/Internet Protocol (IP) network configurations;
  - ii. Open data base connectivity ("ODBC");
  - iii. Backend systems access through an available bi-directional Application Programming Interface (API); Support SOAP message and RESTful API;
  - iv. Microsoft Windows servers;
  - v. Microsoft internet information server;
  - vi. Microsoft SQL server;
  - vii. Single Sign On (SSO) Support and Integration with ADFS (Active Directory Federated Services) or SAML (Shibboleth) or Google authentication (OpenID) or Azure Active Directory authentication;
  - viii. Operating system compatibility;
  - ix. Email systems compatibility (e.g. Outlook, Groupwise, Office 365);
  - x. Integrations as listed in section 2.2.6.
  - xi. Other third-party solutions for e.g. Payroll systems, financial/ accounting solutions, scheduling solutions, unified communication systems, identity management systems, human resource information system etc.; and,
  - xii. Browser compatibility (e.g. Opera version fifty-seven (57) or higher, Edge version forty-two (42) or higher, Safari version eleven point one (11.1) or higher, Chrome version sixty-six (66) or higher, Firefox version fifty-nine (59) or higher, UC, IE, AOSP, Samsung internet) at a minimum.
- (a) Provides Service Level Agreement (SLA) and Key Performance Indicator (KPI) metrics;
- (b) Provides sandbox environment (including training and testing) and production environments that shall be sized to meet the specifications (Users, volume, etc.) as identified by the Customers within the System Solution License Subscription Costs identified in Appendix C – Commercial Response.
- (c) Provides Customer driven archiving of data and easy accessibility to Archived data.
- (d) Provides consistent use of terminology, definitions and functionality throughout the System Solution;
- (e) Automates asset (software and hardware) management processes and enables efficient management of configuration items (CI's) and their relationships to several types of identifiers;
- (f) Provides on demand and job scheduled reporting and dashboarding ability which can be used by a User (not a developer) of the application to develop new reports or dashboards;
- (g) Includes mobility and is accessible across a wide range of mobile smart devices including iOS and Android based tablets and smartphones, allowing for record consulting, manipulations, updates and approvals while working in the field and on the move for Users;
- (h) Provides tailored multiple self-service options based on the Users through branded secure web portals;
- (i) Provides flexibility as it relates to the roll out of additional features mutually agreed upon (i.e. the feature may need to be rolled out in a phased manner) to support future development and expansion with changing support requirements;
- (j) Provides scalability
- (k) Provides integration with in-house or other third-party software solutions through a bi-directional API; and,

- (l) Provides the ability for a User to customize and modify existing system notes, forms, workspaces, workflows and templates.

### **2.2.2 Functional Scope and Requirements**

The System Solution shall meet or exceed the Mandatory functionality requirements detailed in the Appendix D Section A. - Mandatory Functional Requirements.

The System Solution should also be capable of providing other additional functionality requirements detailed in Appendix D Section 1.2 - System Solution Additional Functionalities as the Customers may require at additional cost to be mutually agreed between the Customer and the Supplier and incorporated in the Customer-Supplier Agreement.

### **2.2.3 Compliance**

The Supplier shall ensure the System Solution is compliant with various regulations including, but not limited to:

- (a) Freedom of Information and Protection of Privacy Act ("FIPPA"); Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"); the Personal Health Information Protection Act ("PHIPA"); and the PIPEDA;
- (b) Accessibility for Ontarians with Disabilities Act ("AODA") Web Content Accessibility Guidelines ("WCAG" 2.0 and 2.1);
- (c) Federal and Provincial (Ontario) regulations; and,
- (d) Customer's established information security policies and controls for protecting sensitive data, without the need for significant workarounds or complexity as identified in Technical Response section 2.3 – Security Screening on OTP.

The Supplier will support the Customers provincial compliance requirements on an ongoing basis and stay current with these requirements.

### **2.2.4 Provincial Compliance and Ministry Reporting**

The Children Treatment Centers ("CTC") needs to report on a quarterly basis to the following systems:

- (a) Healthy Child Development - Integrated Services for Children Information System ("HCD-ISCIS") with Ministry of Children, Community and Social Services ("MCCSS"). ISCIS is a provincial database which stores personal information of families who receive services from the CTC's. ISCIS is accessible as a thick-client application, which integrates and collects data, at the elemental level. The HCD\_ISCIS also provides web services and will provide Application Program Interface (API) service. The data is extracted, transferred and load (ETL) into HCD-ISCIS reporting database. The System Solution must provide data interface with the HCD-ISCIS web service and API. The System Solution must support Health Level (HL)7 data standards: HL7 V2 a The Province of Ontario provides the HCD-ISCIS database to participant service providers in its role as a "health information network provider" under the Personal Health Information Protection Act, 2004 which is protected by Ontario's strict privacy legislation and a rigorously controlled security system. CTC users and Ministry users access the HCD-ISCIS reporting database via Cognos Reporting tool.
- (b) Management Information Systems ("MIS") in Canadian Health Service Organizations reporting to Ministry of health (MOH) via. Ontario Healthcare Financial and Statistical System (OHFS) portal. Ministries of health report detailed financial and statistical data, generated with the MIS Standards, to Canadian institute for Health Information's (CIHI)'s Canadian Management Information System Database (CMDB), CIHI regularly works with members of the health care community to review and revise the MIS Standards to enhance the information available for health system decision-makers.
- (c) Local Health Integration Network "LHIN's" are required to submit a quarterly performance report to the Ministry of Health and Long-Term Care "MOHLTC" on the Ministry-LHIN Accountability Agreement ("MLAA") indicators. LHIN reports data to Ontario Healthcare Reporting Standards

("OHRS") website, operated by the Ministry of Health and Long-Term Care ("MOHLTC"): <https://hsim.health.gov.on.ca/hdbportal/>

- (d) Transfer Payment Ontario ("TPON") reporting to Ministry of Government Services ("MGCS"), TPON is an online case-management system that helps ministries manage the lifecycle of transfer payment programs. CTC's must provide TPON reporting to MGCS on a quarterly basis, the reporting is uploaded to <https://www.app.grants.gov.on.ca/gr/tpcr/#/externalLogin>.
- (e) Annual statistical reporting for the Information and Privacy Commissioner (IPC) of Ontario under Part X of the Child, Youth and Family Services Act (CYFSA) on access and correction requests, stolen/lost personal information and privacy breaches. The reporting is done online using the IPC's Online Statistical Reporting System at <https://statistics.ipc.on.ca>.
- (f) Other ad hoc Autism reporting currently being reported via a secure Email.

The System Solution must support the above-mentioned ministry reporting requirements on a continuous and ongoing basis. The System Solution shall have the capability to efficiently collect, validate, compile, cleanse, prepare data for submission (in a file format chosen by the Province of Ontario), all data requirements and reports that need to be submitted to the Province of Ontario, by each individual CTC, and any other necessary steps to complete the provincial reporting process from start to finish.

The System Solution should contain a dashboard highlighting all potential data issues in reports that need to be submitted to the Province of Ontario and provide an opportunity for CTC's to cleanse and validate the data prior to submission.

The System Solution and all related documentation shall always be in compliance with Provincial reporting requirements, in a case of change in the Provincial requirements; the System Solution shall be adapted to be compliant with the new requirements in a timely manner (as defined by CTC's and the Province), according to the timelines established by the Province. During the implementation process, the Proponent will ensure that System Solution remains compliant thereof. The Proponent shall be responsible for all costs related to further improvements of the System Solution to keep it in compliance with provincial requirements, unless such improvement is funded by the Province in its entirety.

The System Solution shall provide information for all Ministries.

### **2.2.5 System Solution Security and Privacy Requirements**

The System Solution shall adhere to the Customer's System security policies and procedures and requirements. The commonly used Security frameworks are:

- (a) NIST (National Institute of Standards Technology) Cybersecurity Framework;
- (b) CIS (Center for Information Security) Controls v7;
- (c) ISO (International Standards Organization) 27001/27002 Cybersecurity Framework, ISO/IEC 270018;
- (d) SOC (Systems and Organization Controls) 2/3 Auditing Framework; and
- (e) COBIT (Control Objectives for Information and Related Technologies) Cybersecurity Framework

The System Solution shall ensure it complies with security requirements as identified in the Technical Response section 2.3 - Security Screening on Ontario Tender's Portal (OTP) including, but not limited to:

- (a) Compliance requirements including the Hosting Facility and organizational processes must be SOC 2 Type I or Type II Compliant or other equivalent certifications such as ISO 27001;
- (b) Cybersecurity requirements including malicious software and malware protection controls;
- (c) Data backup management requirements including data backup management and processes;

- (d) Application architecture & design requirements including application and system configuration management;
- (e) Reporting requirements including monthly incident tracking and resolution; and,
- (f) Other security requirements as stated in Technical Response section 2.3 - Security Screening.

The System Solution shall adhere to the privacy requirements as identified in the Technical Response section 2.4 - Privacy Screening on Ontario Tender's Portal (OTP) including, but not limited to:

- (a) Roles and permissions requirements including the use of Role Based Access Controls (RBAC) to assign permissions to both Proponent and CTC Users;
- (b) Consent directive requirements including enabling an Authorized User to place a consent directive or "block" on a Client record that will prevent some or all Users from viewing or accessing the Client record;
- (c) Retention and destruction requirements including preventing PHI from further use once the retention cycle has been reached;
- (d) Other privacy requirements as identified in Technical Response section 2.4 – Privacy Screening.

### **2.2.6 System Solution Integration**

The System Solution should provide Application Programme Interface "API" integration with the following, as applicable:

- (a) Single Sign On (SSO);
- (b) Direct URLs;
- (c) Mobile accessibility (and apps);
- (d) Shared workspaces (for e.g. Google G-suite products);
- (e) Other third party tools like : GroupWise Calendar Email, billing including accepting/processing credit card payments if possible and external insurance providers
- (f) Ability to integrate with scheduling systems used by Customers for e.g. Business Connects - Ring Central for texting for appointment confirmations and reminders, Groupwise Calendar, MS Exchange online calendars;
- (g) Ability to integrate for third party billing with external insurance providers;
- (h) Microsoft Office suite products and ability to allow for dashboard reporting products e.g., Power BI;
- (i) Ability to integrate with Payroll and accounting solutions used by Customers including but not limited to : Virtuo MIS (Medisolutions), Quadrant Workforce and financials;
- (j) Provincial database solution like HCD – ISCIS web service in compliance with HL7 v2 and FHIR; and,
- (k) Local Health Integration Network (LHIN) Health partner gateway (HPG) portal integration.

### **2.2.7 Language Requirements**

The language requirements set out below should be available at the time of award or within the initial term of the agreement and should be included in their product roadmap.

The proposed System Solution should display and allow users to create, modify, store and retrieve content using the full character sets of both English and French languages and ensure proper data translation for French to English or English to French.

The proposed System Solution should offer translations at a minimum in English and French in the public facing components of the System Solution for Users.

The User interfaces of the System Solution and all related documentation should be available in both English and French languages, using correct terminology; and allow for data entry and data transfer of extended Unicode character sets such as French characters utilizing UTF-8.

The System Solution should also support search and sort functionality using the full character sets of both English and French languages, including an ignore accents feature (e.g. à and â letters show as results of searching the letter a).

#### **2.2.8 Data Export**

For System Solution capturing Client data, the System Solution shall have the capabilities to export Client data in a common format (e.g., PDF, CSV, XLS) to a third-party tool.

#### **2.2.9 Data Residency**

The Suppliers' host servers and backup servers shall be located on Canadian soil in a secure data centre. The Supplier shall follow the *Personal Information Protection and Electronic Documents Act* ("PIPEDA") requirements and adhere to encryption standards mentioned in section 2.5.5. of this Act and should also comply to requirements identified in RFP section 2.2.3 Compliance.

#### **2.2.10 Data Validation**

The System Solution shall provide data validation rules for commonly used fields as mutually agreed by the Customer and the Supplier including, but not limited to:

- (a) Phone numbers;
- (b) Names/ Identification numbers;
- (c) Addresses;
- (d) Email addresses;
- (e) Alpha numeric validation (e.g. date data field should restrict Customer's users from alphabetical inputs); and,
- (f) Designate fields as mandatory or non-mandatory for data entry.

#### **2.2.11 Configuration and Customization**

The System Solution shall be configurable and customizable as per the requirements of the Customer and as mutually agreed to between the Customer and the Supplier.

#### **2.2.12 Workflow and Automations**

The Supplier shall provide and maintain application and business workflows for current and revised workflow processes during the Term of the Agreement.

In the event of new technologies that become available, and which may enhance or may otherwise be provided as an additional service under the terms of the Agreement, the Supplier may provide such business transaction opportunities to the Customer. The Customer reserves the right to incorporate such changes if deemed to be in the best interest of the Customer at an additional cost as mutually agreed between the Customer and Supplier.

#### **2.2.13 Future Features**

The Supplier should work towards all features that are not currently part of the System Solution and include them in their product roadmap. The Supplier shall also propose new and upcoming functionality over the Term of the Agreement.

The Supplier shall provide a three (3) year road map for the proposed System Solution and related Services.

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

In order to allow Customers to become self-sufficient, the Supplier shall invest in emerging technologies and make a commitment to ongoing modernization and development efficiencies, as identified by Customers through various channels (e.g. user communities/forums etc.).

## **2.3 Related Services**

The Supplier shall provide related Services as outlined below (e.g. implementation support services and other on-going services) as may be required by Customers including, but not limited to:

### **2.3.1 Implementation Support Services**

The Supplier shall provide implementation support services including, but not limited to:

- (a) Project Management based on project management lifecycle;
- (b) Gap identification and Impact Assessments;
- (c) Project execution services including, but not limited to:
  - i. System Design and Development (as required);
  - ii. Security Model;
  - iii. System test requirements;
  - iv. Data Migration;
  - v. User Acceptance Testing (“UAT”);
  - vi. Assessments (Privacy Impact Assessment (“PIA”) and Threat Risk Assessment (“TRA”);
  - vii. Integration and testing; and,
  - viii. Stabilization and system optimization;
- (d) Change Management and Communication plan;
- (e) Training;
- (f) Pilot Project; and,
- (g) Ongoing Services.

### **2.3.2 Assessments**

The Supplier shall conduct Privacy Impact Assessment and Threat Risk Assessment to identify any potential privacy and security risk at the Supplier’s costs.

Customers may require the Supplier to complete a Security Risk Assessment form ~~(for example HECVAT’s format to be accepted in higher education. See <https://library.educause.edu/resources/2016/10/higher-education-community-vendor-assessment-toolkit-for-more-information>)~~ as part of their optional second stage evaluation.

- (a) Privacy Impact Assessment

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

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

(b) Vulnerability assessment and Penetration Testing

The Supplier shall have an independent third party perform vulnerability assessment and penetration testing on a frequency determined by Customers for the equipment and/or facilities used to provide the System Solution. The Supplier shall provide the results of the annual vulnerability assessment and penetration testing to OECM and all Customers within two (2) weeks of receipt.

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

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

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

(c) Threat Risk Assessment

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

### 2.3.3 Training

The Supplier shall provide the Customer training services for the Customer's defined users during the implementation including, but not limited to:

- (a) Providing multiple options for training at different levels and in a variety of formats, including accessible formats such as:
  - Computer-based training;
  - Instructor-led;
  - Online training videos;
  - Train the Trainer; and
  - Remote and onsite training.
- (b) Train-the-trainer knowledge transfer to the Customer's Project Team;
- (c) Trainers to conduct training for users, as determined by the Customers during the development of the training plan;
- (d) Training on all modules of the System Solution;
- (e) Training for users through methods (e.g. videos, webinars, onsite);
- (f) Provide updated and detailed training manuals annually or as processes and system functionalities change;
- (g) Provide online frequently answered questions ("FAQs") to be updated as per the frequency mutually agreed; and,
- (h) Provide a training environment for user training (sandbox).

Training requirements post implementation will be mutually agreed upon between the Customer and the Supplier.

#### **2.3.4 Ongoing Services**

The Supplier should perform all required handoff tasks (in English and French) to ensure successful delivery and on-going support of the System Solution. Ongoing services include but are not limited to:

- (a) Service delivery Management and governance;
- (b) Service Support

The Customers shall be made aware of any scheduled downtime needed to the platform no less than one week before the outage. Maintenance windows counts towards the calculation for uptime expectations of 99.6%. The Supplier shall provide support throughout the Term of the Agreement, including, but not limited to:

- i. Maintaining at a minimum ninety-nine percent (99.6%) uptime excluding routine maintenance;
  - ii. Support Services with a tiered structure, ability to query status of tickets and request updates;
  - iii. Notifying Customers of potential widespread issues, bugs as they become known;
  - iv. Notifying each Customer of any new updates and/or patches, sixty (60) days before release, except when there is a high-risk vulnerability to the System Solution and unless otherwise agreed, in writing, by the Customers;
  - v. Providing to the Customers a copy of the Supplier's maintenance policies;
  - vi. Adhering to Services Level Agreements ("SLA") as agreed upon at the time of executing the Customer Supplier Agreement ("CSA");
  - vii. Releasing patches in such a manner that it does not interfere with each Customer's operations;
  - viii. Providing support Services for the current and previous two (2) versions of the System Solution; and,
  - ix. Providing provision for alert and update messaging (e.g. when System Solution is not working).
- (c) Release Management
    - i. Development and management of release strategy; including Software Vulnerability Testing is completed prior to the deployment of each major and/or minor release;
    - ii. Provide management for each major, minor and patch release; and,
    - iii. Seek Customer signoff before updating the production environment.
  - (d) Training and Logistics
    - i. Development and management of ongoing training strategy.
  - (e) System Solution Management
    - i. Changes to the System Solution to support ongoing changes to business requirements; and,
    - ii. Ongoing software changes.
  - (f) Continuous Improvement

- i. Design and implement processes to monitor service delivery and develop and implement opportunities for improvement.

(g) Support

- i. Provide support for current and past Two (2) versions of the System Solution.

(h) Other Services:

- i. Any other services that the Supplier, OEM and the Customer agree are necessary to support the System Solution.

## **2.4 Infrastructure and Application**

### **2.4.1 Software as a Service (SaaS)**

The Supplier shall, be responsible for the ongoing support and maintenance of all hosted infrastructure and components within the proposed System Solution. Such activities may include, but are not limited to:

- (a) Proactive infrastructure maintenance, updates and upgrades that ensures that all infrastructure, application environments and supporting elements are maintained at a current ("n") or, at minimum, n-1 level;
- (b) Design and implementation of infrastructure changes made necessary by SaaS changes;
- (c) Respond to and resolve any service requests or incidents in accordance with managed incident and problem management processes and within agreed-to service levels; and,
- (d) Demonstrating compliance, at the hosting facilities with CSAE 3416 (formerly CICA 5970), or equivalent, audit requirements. Hosting facilities should hold an Uptime Institute certification or other industry data centre recognition. Such facilities shall be located on Canadian soil.

### **2.4.2 Application Development and Support**

The Supplier shall be responsible for the ongoing maintenance, development, and enhancement and, if applicable, operation, of the System Solution at no additional costs. Such activities may include, but are not limited to:

- (a) Identification and recommendation of preventative, perfective, and adaptive changes to the System Solution;
- (b) Assessment, design and implementation of enhancement requests from Customers;
- (c) Resolution of corrective maintenance issues related to the System Solution within agreed-to service levels; and,
- (d) The product roadmap for SaaS updates shall be followed for System Solution on Customer's premises.

### **2.4.3 Managed Backups**

The System Solution shall be capable of retaining the current state of each Customer's database, as well as snapshots of the database in its state at certain dates, which shall be defined by each Customer or mutually agreed upon.

The Supplier will work with each Customer to restore data from backups when necessary and upon request in a timely manner.

The Supplier will perform ongoing and regular tests to ensure restoration from backup functions as expected, and that backups are capturing the expected data.

#### **2.4.4 Disaster Recovery and Business Continuity**

The Supplier shall have a disaster recovery and contingency plan to ensure that data is recoverable and a business continuity plan to ensure the System Solution can continue to be provided during a variety of circumstances.

The Supplier shall provide details on service levels that will form a part of the Agreement. This information must include, but not be limited to:

- (a) Disaster recovery plan with details concerning the strategy and time required for complete system, data, infrastructure and connectivity recovery at host location (e.g. alternative location, back-up and recovery of servers' configuration);
- (b) Response time for fixes to bugs or performance failure related the functionality of software (minimum: within 24 hours);
- (c) A business resumption plan that details the actions for an orderly transition of information systems and resources from temporary conditions to normal operations and full services; and,
- (d) Representative, expected or standard operational performance statistics with other clients including projected system uptime, technical support response time, help desk response time, and accessible bandwidth to accommodate the Client needs.

#### **2.4.5 System Solution Security and Monitoring**

(a) Access Rights

- i. The System Solution shall give the main User the rights to set up access profiles to be assigned to each User and the ability to edit the access rights for individual User, without impacting the access profile settings;
- i. The System Solution shall give administrators the ability to configure the timeout log out capability, when User's device is idle;
- ii. The sign in information required to access the System Solution shall be configurable for each individual member;
- iii. The System Solution shall provide Single Sign On (SSO) Support and Integration with ADFS (Active Directory Federated Services) or SAML (Shibboleth) or Google authentication (OpenID) or Azure Active Directory authentication including provision of multi-factor authentication;
- iv. The System Solution shall have the capability of setting up different roles and have different rights assigned to each role. The assignment of rights shall provide Customers flexibility, by allowing administrators to select whether the User can view and/or edit individual fields within a page;
- v. Identify who has access to data center and/or the data itself; and,
- vi. The System Solution shall be compliant with the Health and Information Protection Act, 2016 (HIPA)

(b) Security & Privacy for SaaS Offering

The Supplier shall confirm that it has an established information security policy that conforms to International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27001:2013, or equivalent, code of practice for information security policy and controls. In addition, the Supplier should be able to provide the latest evidence of the following security reports:

- i. Service Organization Control (SOC) 2 type I and type II report; and,
- ii. Cloud Security Alliance (CSA) Security Trust and Assurance Registry (STAR) certification report.

The Supplier shall confirm that it has an established cybersecurity policy framework that conforms to industry practices such as a National Institute of Standards and Technology (NIST) Cybersecurity Framework or ISO 27001/27002 Security Control Objectives.

If the System Solution is using a multi-tenanted environment for storing data, all data stored shall be segregated by Customer. The System Solution shall provide flexibility in sharing data.

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

(c) Ownership and Control of Personal Information

No access to or custody over Personal Information by the Supplier, its Personnel, Subcontractors or other Persons during provision of the System Solution shall be construed as providing to the Supplier, its Personnel, Subcontractors or other Persons any legal control over or any proprietary rights to such Personal Information.

Subject to applicable security procedures and system availability, any Customer shall have complete and unrestricted control and access at all times of and to Personal Information that belongs to the Customer, the Supplier shall provide access as it may be requested by the Customer from time to time.

The Supplier shall at all times adhere to the directions of each individual Customer with respect to Personal Information. The Supplier shall be liable for all costs associated with a privacy or data breach in case of negligence.

(d) Personal Information Access Control

The Supplier shall create, maintain and follow a documented process for limiting access to Personal Information to those Persons who are authorized to have that access and for the purposes for which they are authorized, which process shall include measures to verify the identity of those Persons.

The Supplier shall have a role-based access control matrix or equivalent to restrict access to authorized Users.

The System Solution should have the capability to send notifications to administrators for specific edits in the database.

The Supplier shall not permit its Personnel and/or its Subcontractors to have access to Personal Information unless the Personnel and/or its Subcontractors has first entered into a confidentiality agreement with the Supplier, to keep Personal Information confidential on substantially similar terms as those that apply to the Supplier under the Agreement. If requested by OECM or any of its Customers, the Supplier shall provide copies of the signed confidentiality agreements.

The Supplier shall not permit access to Personal Information or other involvement in providing the System Solution to Personnel or Subcontractors, that have not been subjected to the personnel security screening and any additional requirements the Supplier may consider appropriate, to ensure that the Personnel and/or Subcontractor do not constitute an unreasonable security risk. The Supplier shall create, obtain and retain records documenting the Supplier's compliance with the security screening requirements.

Data used by the Supplier for any non-production purpose including application testing, development, and training shall only include non-personally identifiable data to the extent reasonably possible. Unless the Agreement otherwise specifies or the individual Customer otherwise directs in writing, extracts from Personal Information will not be used for these purposes.

The Supplier shall not enter into any relationship, contractual or otherwise, with another Person involving data sharing or data access relating to Personal Information. Customers shall have sole and exclusive authority for establishing data sharing or data access agreements relating to Personal Information.

Where any Customer determines, on reasonable grounds, that there is a serious risk that Personal Information may be disclosed or accessed contrary to the terms of the Agreement then OECM and/or

any Customer shall have the right to take all actions necessary to prevent such disclosure including, but not limited to:

- i. Require the Supplier and subcontractors to sign the Customer's Data Protection Agreement;
- ii. Exercising its right to have all Personal Information in the Supplier's possession or control, returned to the Customer in the format and on the media requested by the Customer, and all copies erased or destroyed to the extent so requested by the Customer; including the issuance of a certificate of destruction.
- iii. Proceeding directly to court in respect of any such potential disclosure being deemed an event of irreparable harm; and
- iv. Taking all actions necessary to prevent such disclosure or the potential disclosure of Personal Information.
- v. Activity Logging in Relation to Personal Information

The System Solution should include, but not be limited to, the capability to create and maintain detailed records logging all activities involving access to Personal Information. Activity logs shall include, at a minimum:

- i. Record of the time of each entry, modification, and duplication of Personal Information and the identity of the User or any other Person performing such function. If access or changes to data are made by administrator using impersonation, the details of the administrator performing the change shall be in the log, as well as information that changes were made through a different User's account;
- ii. Record of the time of each instance in which Personal Information is accessed including the identity of the User or any other Person gaining the access;
- iii. In respect of every network containing Personal Information, recording the time of log-on to and log-off from such network by every User or any other Person; and,
- iv. Maintenance of detailed audit history of each disclosure of Personal Information including the identity of the recipient of the Personal Information.

The Supplier should maintain records as necessary to ensure that the Supplier is at all times able to:

- i. Identify all Personal Information, including for greater certainty all individual items of hardware (identified by manufacturers' serial number) that contain Personal Information;
- ii. Identify all equipment (identified by unique catalogue number); and,
- iii. Describe the size and nature of the Personal Information contained thereon.

Unless directed otherwise in writing by Clients, the Proponent shall retain activity logs throughout the Term as per Customer requirements, the Supplier shall securely destroy all records, provide a proof of destruction of records and supply the Customer with a log that can be read using another editor.

To the extent reasonably possible, all systems that store or allow access to Personal Information shall have mechanisms in place to provide automatic notification to a person designated by the Customer in the event of irregular actions, access, copying or other activities with respect to Personal Information which are not within the normal scope of the System Solution.

(e) Transmission of Personal Information

The Supplier shall ensure that all individual items of equipment that contain Personal Information and that are permitted, pursuant to the Agreement, to be removed from the facilities, such as for purposes of off-site back-up, may be accessed only by authorized Personnel. Access to equipment will be restricted by password or, where password protection is not possible given the nature of the media:

- i. The media will be protected using physical security measures that prohibit use of the media or access to the Personal Information contained thereon, and

- ii. The Personal Information contained thereon will be encrypted in accordance with individual Member's encryption standards as revised or replaced from time to time.

The Supplier shall ensure that no Personal Information is transmitted over the Internet or any other wide area network (whether by email or otherwise) unless the Supplier ensures that the Personal Information is encrypted, at a minimum FIPS-140-2 compliant encryption, or higher,.

Unless the Agreement otherwise specifies or individual Customers otherwise direct in writing, the Supplier shall not store Personal Information on laptops, or any other mobile computing devices.

(f) Facilities and Equipment protection and access control

The Supplier shall create, maintain and follow a documented process to:

- i. Protect facilities and equipment of the Supplier required by the Supplier to provide the System Solution from loss, damage or any other occurrence that may result in any of those facilities and equipment being unavailable when required to provide the System Solution; and
- ii. Limit access to facilities and equipment of the Supplier that are being used to provide the System Solution, or that may be used by someone to access information, to Personnel or Subcontractors who are authorized to have that access and for the purposes for which they are authorized, which process shall include measures to verify the identity of those Persons.

If OEM or any Client makes available to the Supplier any facilities or equipment for the use of the Supplier in providing the System Solution, the Supplier shall comply with any policies and procedures provided to it, on acceptable use, protection of, and access to, such facilities or equipment.

The Supplier shall identify and segregate, in the manner directed by each Client, all equipment that contains Personal Information. The Supplier shall have password protection on all equipment that contains Personal Information that shall include power-on and screen saver features. Password rules for all equipment that contains Personal Information must meet or exceed each individual Customer's standards as such standards are revised from time to time, including standards relating to character length and time-expiry of passwords.

The Supplier shall maintain firewalls for all access points to equipment that contains Personal Information.

The Supplier shall ensure that policies and procedures exist to restrict and, where permitted, authorize and control remote access to equipment that contains Personal Information. All such policies and procedures may be subject to review at any time by individual Customers, and no remote access to any equipment that contains Personal Information will be granted until such time as any individual Customer has undertaken such review and/or any individual Customer has provided its approval in writing.

Unless otherwise authorized by Customers in writing, the Supplier shall at all times ensure that no remote access to equipment that contains Personal Information can occur:

- a) From outside of Canada, to the extent technically possible, or
- b) By any individual other than:
  - i. Users accessing their own Personal Information, or,
  - ii. Persons authorized by the Customer, who require access to Personal Information;

And in all cases access is to be in accordance with User authenticated means that have been reviewed by Clients. For greater certainty, except as authorized by individual Customers in writing in accordance with the foregoing:

- a) No equipment that contains Personal Information may be directly connected to the Internet or to any wide area network, and,

- b) No equipment that contains Personal Information may be hosted on hardware that also hosts email, Internet, or other wide area server applications, to the extent technically possible.

Personnel will not have access to the Internet or to outbound email on the equipment that contains Personal Information, and all Internet or email access will be available only on completely separate systems which are independent from the equipment that contains Personal Information.

Except where required to provide the System Solution (such as for authorized back-up of Personal Information), equipment that contains Personal Information will not have removable data storage devices (such as floppy drives, CD or DVD burners), and all USB or other ports to which external storage devices (such as external hard drives) may be connected must be disabled.

The Supplier shall ensure that, prior to disposal or redeployment, all Personal Information is erased from the equipment using industry standard permanent file deletion procedures or tools; and provides documentation of a certificate of destruction.

(g) Security Breaches

If the Supplier becomes aware that, or suspects that:

- Unauthorized access, collection, use, disclosure, alteration or disposal of Personal Information or records containing Personal Information; or,
- Unauthorized access to facilities or equipment has occurred or is likely to occur; the Supplier shall immediately notify the Customer of the particulars of that occurrence or likely occurrence.

In order to mitigate security breaches, the System Solution shall have the capability to lock out:

- All Users;
- All Users with a specific role; or,
- All Users with a specific security level.

If any Customer decides to conduct a review of a matter described in this section the Supplier shall, on the request of an individual Customer, participate in the review to the extent that it is reasonably practicable for the Supplier to do so.

(h) Integrity of Information

The Supplier shall ensure that, except to the extent expressly authorized by the Agreement or approved in writing by individual Customers, the Personal Information has:

- Remained as complete as when it was acquired or accessed by the Supplier; and,
- Not been altered in any material respect.

(i) Disclosure of information under a warrant or subpoena

If the Supplier is obliged to disclose information of an individual Customer under subpoena, order, or a warrant, the Supplier shall, as soon as reasonably possible and not in violation of law provide the Customer a copy of such subpoena, warrant order, or request and obtain the Customer's consent and comply with the same unless and until required to do so under the applicable law.

The Supplier, if required by Customers, shall be able to provide a storage gateway for extracting application data snapshots, and/or ability for iSCSI devices that can be attached to on-premises servers, or other similar mechanisms.

(j) Encryption

The System Solution shall utilize FIPS-140-2 compliant encryption, or higher, between the client browser and the application tier for any or all modules or sub-modules at each individual Customer's

discretion. The System Solution should use secured protocols such as Secured Shell (SSH), Pretty Good Privacy (PGP), and/or Secure File Transfer Protocol (SFTP) encrypted connections where applicable.

All Customer data shall be encrypted when it is moved across the network and/or between data centre locations.

## **2.5 Service Level Agreement**

The Supplier will execute a service level agreement, as agreed to with the Customer at the time of executing the Customer Supplier Agreement (CSA). The SLA will at a minimum include:

- (a) Documented service delivery monitoring;
- (b) Maintain at a minimum ninety-nine percent (99.6%) uptime excluding routine maintenance;
- (c) Manage one hundred plus (100) + concurrent users on core application with a rapid response time;
- (d) Manage five hundred plus (500) + concurrent users on the self-service application with a rapid response time;
- (e) Manage fifty plus (50) + testers accessing one (1) test environment concurrently;
- (f) Generate a complex report in less than two (2) minutes and will be able to handle multiple reports being generated simultaneously with no noticeable decrease in response time;
- (g) Incident or Inventory records searches will be returned within two (2) seconds;
- (h) Keyword or free-format searches will be returned within two (2) seconds;
- (i) Regular service delivery reporting;
- (j) Documented approach to service delivery performance and continuous improvement;
- (k) Mutually agreed-upon service measures, delivered in both official languages (English and French) to reduce risk of failure and encourage User acceptance, operational compliance and ongoing support, including a Customer defined training plan that minimizes disruption to the Customer;
- (l) Metrics guaranteeing a minimum response time including the identification of monitoring tools to ensure verification; and,
- (m) Timely and advance notifications to the Customers for any changes or disruptions to the System Solution as mutually agreed upon (i.e. software updates, version releases).

## **2.6 Support to Customers**

In addition to the support identified in section 2.2, the Supplier shall provide effective support to Customers including, but not limited to:

- (n) Providing a responsive account executive (with applicable back-up) assigned to the Customer to support their needs by providing day-to-day and ongoing administrative support, and operational support;
- (o) Managing issue resolution in a timely manner;
- (p) Complying with agreed upon escalation processes to resolve outstanding issues;
- (a) Responding to Customer's inquiries (e.g. to day-to-day activities) within one (1) Business Day;
- (b) Ensuring minimal disruption to the Customer;
- (c) Providing easy access to the Supplier (e.g. online, toll free telephone number, email, voicemail, chat or fax);
- (d) Providing training/demonstrations, knowledge transfer, and no-cost educational events (e.g. webinars), if available;

- (e) Establishing an ongoing communications program with the Customer (e.g. new initiatives, innovation, sustainability);
- (f) Adhering to the Customer's confidentiality and privacy policies (e.g. related to student's private information);
- (g) Provide Customer reporting;
- (h) Attending meetings with Customers, as requested; and,
- (i) Additional project specific requirements.

## **2.7 Incentive to Customers**

Where feasible, the Supplier should offer incentives to Customers to promote additional savings resulting from better operational efficiencies that may include, but are not limited to:

- (a) Early payment discount for Customers (e.g. a Customer purchases three (3) years of subscription to be paid at the beginning of the CSA may receive a specific percentage discount for the three (3) years); and,
- (b) Early Adoption Incentive;
- (c) Higher volumes; and,
- (d) Overall growth.

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

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

## **2.8 Transition in and Transition out (Termination/Program Close Out)**

The Supplier shall provide seamless transition (e.g., integrating and communicating) if a Customer chooses to change the System Solution in the future.

When the Master Agreement expires at the end of the Term, or any extension period, a CSA may be extended by a Customer for a period of up to twelve (12) months in order to permit the Customer to transition to a new agreement for the System Solution. In such case, all the terms and conditions of the Master Agreement shall apply in respect of the above-noted extension periods. The CSA shall be amended accordingly.

The Supplier shall provide a close out plan prior to the termination and/or expiry of the Term of Agreement or extension Terms. The close out plan shall include exit tasks and activities to ensure a seamless transition. Termination assistance shall include at a minimum:

- (a) Transfer of Customer data in a mutually agreed data format and consisting of the transfer of any existing service history and Customer specific technical data. The Supplier shall permanently delete all such data upon the successful transfer of such data to each individual Customer;
- (b) Transfer of any existing Customer specific policies and procedures documentation including any Customer specific manuals, history of changes, operational procedures and standards;
- (c) Extraction of the legacy data, validation of the data and integrating the data with the proposed System Solution;
- (d) The provision of the System Solution, including online tools, until a new provider has implemented the applicable System Solution; and
- (e) Additional termination assistance that may be mutually agreed upon at the time of termination.

## 2.9 Invoicing

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

The Supplier shall, for Customers using Jaggaer, support cXML and/or portal invoicing functionality.

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

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

### 2.9.1 Payment Terms and Methods

The Customer's common payment terms include Annual payments, net thirty (30) days.

The Supplier shall accept payment from Customers by cheque, Purchasing Card, Visa Payables Automation (via ghost card) or Electronic Funds Transfer ("EFT") at no extra cost to the Customer.

Different payment terms may be agreed to when executing a CSA (e.g. 2%/10 early payment discount for Customers, Annual payments for subscription rates and maintenance, milestone-based payments for implementation, training etc.).

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

### 2.9.2 Electronic Fund Transfer

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

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

## 2.10 Environmental and Sustainability Considerations

OECM and its Customers are committed to reducing their carbon footprint. The Supplier should keep Customers informed about any environmentally friendly processes, services, new technologies and/or green initiatives. The Supplier should, in consultation with OECM, make any environmentally friendly processes, services, new technologies and/or green initiatives, related to the RFP Deliverables, available to Customers as required.

## 2.11 Social Procurement

OECM and its Customers are committed to social procurement. The Supplier should keep OECM and Customers informed about social procurement processes.

## 2.12 Licenses, Right to Use and Approvals

The Supplier shall obtain all licenses, right to use and approvals required in connection with the supply of the System Solution and provide them at Customer and OECM request. The costs of obtaining such licenses, 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 license, right to use and approval to carry on an activity contemplated in its Proposal or in the Master Agreement, neither acceptance of the Proposal nor execution of the Master Agreement by OECCM shall be considered an approval by OECCM for the Supplier to carry on such activity without the requisite license, right to use or approval.

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

OECCM and its Customers are committed to the highest possible standards for accessibility. The Supplier must be capable to recommend and deliver, as appropriate for the Deliverables, accessible and inclusive Services consistent with the Ontario Human Rights Code ("OHRC"), the *Ontarians with Disabilities Act, 2001* ("ODA") and *Accessibility for Ontarians with Disabilities Act, 2005* ("AODA") and its regulations in order to achieve accessibility for Ontarians with disabilities.

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

The AODA may be found at <https://www.ontario.ca/laws/statute/05a11>

[End of Part 2]

## PART 3 – EVALUATION OF PROPOSALS

### 3.1 Stages of Proposal Evaluation

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

| Stage     | Type of Evaluation  | Refer to RFP Section | Scoring Methodology and Maximum Points (if applicable) | Minimum Threshold Requirement (if any) |
|-----------|---|----------------------|--|--|
| Stage I   | Qualification Response  | 3.2                  | Pass/Fail  | Pass                                   |
| Stage II  | Technical Response Gate 1:<br>- Security and Architecture Screening<br>- Privacy Screening        | 3.3                  | 370  | 296                                    |
|           | Technical Response Gate 2<br>- Proponent’s capability and System Solution functionality screening | 3.3                  | 370  | 222                                    |
| Stage III | Commercial Response   | 3.4                  | 560  | Not Applicable                         |
| Stage IV  | Cumulative Score  | 3.5                  | 1300   | Not Applicable                         |
| Stage V   | Tie Break Process   | 3.6                  | No Point Allocation                                    | Not Applicable                         |
| Stage VI  | Negotiations  | 3.7                  | No Point Allocation                                    | Not Applicable                         |
| Stage VII | Master Agreement Finalization   | 3.8                  | No Point Allocation                                    | Not Applicable                         |

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

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

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

| Title  | OTP Envelope  |
|--|---------------|
| Form of Offer  | Qualification |
| Compliance with Form of Master Agreement             | Qualification |
| OEM Authorized Reseller Letter                       | Qualification |
| Commercial Response (in Microsoft Excel format only) | Commercial    |

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

#### 3.2.1 OEM Authorized Reseller Letter

The Proponent must propose System Solution from only one (1) OEM.

If the Proponent is not the OEM, an Authorized Reseller Letter, shall be submitted with the Proposal for the proposed System Solution substantiating the Proponent’s accreditation and good standing, the Proponent must include letters for the OEM that should meet the following:

- (a) The named Proponent is confirmed to be an authorized reseller of the OEM to supply OEM System Solution;
- (b) Proponent will be eligible and authorized to fulfill the requirements to supply System Solution from the OEM;

- (c) Proponent is confirmed to have maintained an accreditation status in good standing for a minimum of the past three (3) years;
- (d) The date of when the Proponent became an authorized reseller for OEM System Solution; OEM may, at its sole discretion, contact the OEM to validate information proposed prior to the award and/or any during the Term of the Agreement.
- (e) Letter must be current and dated within one (1) month of the Proponent's Proposal Submission Deadline; and
- (f) Letter to be signed by an authorized representative from the OEM and issued on the OEM letter head.
- (g) OEM may, at its sole discretion, contact the OEM to validate information proposed prior to the award and/or any during the Term of the Agreement.
- (h) Authorized Reseller letters must be uploaded as a single attachment into the Qualification Envelope of OTP as Appendix I – OEM Authorized Reseller Letter.

OECM may, at its sole discretion, contact the OEM to validate information proposed prior to the award and/or any during the Term of the Agreement.

### 3.3 Stage II – Technical Response

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

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

This stage is further divided into Two (2) Gates as identified below:

#### Technical Response Gate 1 – Security and Privacy Screening

Only Proposals that meet or exceed the minimum thresholds in Gate 1 will receive a **pass** in this gate and proceed to Gate 2 of the Technical Response evaluation process. The detailed Security and Privacy Requirements are available in section 2.3 - Security Screening and section 2.4 - Privacy Screening of the Technical Response on OTP. The Proponent is required to comply with all mandatory requirements with section 2.3 and 2.4 of OTP, to qualify and move to the next stage of evaluation.

| Stage II - Technical Response Gate 1                           | Available Points | Minimum Threshold by Section, if any |
|--|------------------|--------------------------------------|
| - Security and Architecture Screening                          | 185              | 148                                  |
| <i>Mandatory Compliance</i>                                    | 29               | 29                                   |
| <i>Additional Security Requirements</i>                        | 156              | N/A                                  |
| - Privacy Screening  | 185              | 148                                  |
| <i>Mandatory Non-Functional Requirements</i>                   | 48               | 48                                   |
| <i>Mandatory Functionalities</i>                               | 27.5             | 27.5                                 |
| <i>Additional Non-Functional Requirements</i>                  | 9                | N/A                                  |
| <i>Additional Functionalities</i>                              | 100.5            | N/A                                  |
| - <b>Total Overall Points for Gate 1 and Minimum Threshold</b> | <b>370</b>       | <b>N/A</b>                           |

Detailed sub-point allocations and minimum threshold requirements for sub-sections are set out in the Technical Response on OTP.

#### Technical Response Gate 2 – Technical Response Evaluation

Only Proposals that meet or exceed the minimum thresholds will receive a **pass** in this stage and proceed to Stage III of the evaluation process. There is an overall minimum threshold of sixty percent (60%) (i.e., two hundred and twenty two points (222)).

Point allocations for the Technical Response sections are as follows:

| Stage II - Technical Response Gate 2                           | Available Points         | Minimum Threshold, per section, if any |
|--|--------------------------|--|
| - Experience and Qualification                                 | 66                       | 48                                     |
| - Mandatory Functional Requirements                            | 214                      | 133.75                                 |
| - Additional Functional Requirements                           | Not evaluated            | N/A                                    |
| - Implementation and Training                                  | 40                       | 24                                     |
| - Customer Support and Account Management                      | 40                       | 24                                     |
| - Additional Products/ Services Available                      | 10                       | N/A                                    |
| <del>Mandatory Functional Requirements</del>                   | <del>214</del>           | <del>133.75</del>                      |
| <del>Additional Functional Requirements</del>                  | <del>Not evaluated</del> | <del>N/A</del>                         |
| <b>- Total Overall Points for Gate 2 and Minimum Threshold</b> | <b>370</b>               | <b>222</b>                             |

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

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

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

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

### 3.4 Stage III – Commercial Response

The Proponent **must** complete and upload Appendix C – Commercial Response into the OTP Commercial Envelope for this stage of evaluation.

The Proponent must propose only one (1) OEM in its Appendix C – Commercial Response.

The Proponent shall propose rates for Subscription based SaaS System Solution.

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

Point allocations for the Commercial Response sections are as follows:

| Commercial Response Sections   | Available Points |
|--|------------------|
| - System Solution Licensing (including SaaS per Licensed User along with Proposed Annual escalation for Year 4,5, and 6) | 280              |
| - Implementation   | 210              |
| - Role based consultancy   | Not Evaluated    |
| - Optional Ongoing Training  | 70               |
| - Other Additional Services  | Not Evaluated    |
| <b>TOTAL POINTS:</b>   | <b>560</b>       |

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

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

| <b>EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR ANNUAL SUBSCRIPTION CHARGES</b>  |  |                         |
|---|--|-------------------------|
| <b>Proposed Rates</b>   | <b>Calculation</b>                           | <b>Resulting Points</b> |
| If Proponent 1 proposes the lowest Rate of \$100.00 for Annual Subscription, it would receive 100% of the points allocated.       | $\$100 \div \$100 \times 175 \text{ Points}$ | 175.00                  |
| If Proponent 2 proposes the second lowest Rate of \$200.00 for Annual Subscription, it would receive 50% of the points allocated. | $\$100 \div \$200 \times 175 \text{ Points}$ | 87.50                   |
| If Proponent 3 proposes the third lowest Rate of \$400.00 for Annual Subscription, it would receive 25% of the points allocated.  | $\$100 \div \$400 \times 175 \text{ Points}$ | 43.75                   |

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

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

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

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

### 3.5 Stage IV – Cumulative Score

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

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

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

### 3.6 Stage V – Tie Break Process

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

### **3.7 Stage VI – Negotiations**

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

The negotiations may include:

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

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

OECM intends to complete negotiations within fifteen (15) calendar days after notification. If, for any reason, OECM and a Preferred Proponent fail to reach an agreement within the aforementioned timeframe, OECM may at its sole and absolute discretion (a) request the Preferred Proponent to submit its Best and Final Offer; (b) terminate negotiations with that particular Preferred Proponent; (c) extend the negotiation timeline; or (d) publish one (1) or some of the Supplier, who have executed Master Agreements, within our promotional marketing launch. Other Master Agreements, if successfully negotiated with other Preferred Proponents would be added to OECM's website at a later date.

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

### **3.8 Stage VII – Master Agreement Finalization**

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

OECM shall at all times be entitled to exercise its rights under Section 5.6.

[End of Part 3]

## PART 4 – MASTER AGREEMENT STRUCTURE AND MANAGEMENT

### 4.1 Master Agreement Structure

OECM may, through this RFP process, enter into Master Agreements with up to three (3) qualified Suppliers for the provision of the System Solution and related Services to OECM Customers, if required, to seek Rates through an optional Second Stage Selection Process from a variety of Suppliers.

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

Customers participating in the Master Agreements will execute a CSA with a Supplier as attached in Appendix B – Form of Master Agreement.

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

#### 4.1.1 No Contract until Execution of Written Master Agreement

This RFP process is intended to identify Proponents for the purpose of OECM negotiation of potential Master Agreements. The negotiation process is further described in Part 3 – Evaluation of Proposals, and in Section 3.7 of this RFP.

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

#### 4.1.2 Customer's Usage of Master Agreements

The establishment and use of the Master Agreement consist 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 RFP, the evaluation of Proposals submitted in response to it and the negotiation and execution of the Master Agreement.

**Part Two**, the Second Stage Selection Process (“Second Stage”) is managed by the Customer 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 System Solution and related Services a Customer may:

- (a) Select a Supplier and sign a CSA; or,
- (b) Seek demonstration for the proposed System Solution; and/or,
- (c) Seek Rates and other relevant System Solution and related Services 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 System Solution and related Services requirements. A Customer may request a demonstration of the Customer's System Solution. If selected by the Customer, the Supplier shall provide the System Solution and related Services in accordance with the specifications stated in the Master Agreement and in the Customer's CSA.

When a Second Stage request is issued, which does not constitute a contract A, contract B situation, it will identify the required System Solution and related Services or it may request the Supplier to propose appropriate System Solution and related Services to fulfill the Customer's requirements and any other applicable information. The Customer may negotiate their unique requirements with the Supplier and mutually agree to additional terms and conditions (e.g., reporting, Rates, payment terms) ensuring the additional terms and conditions are not in any way inconsistent with the Master Agreement.

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

- (a) Proposed System Solution and related Services;
- (b) System Solution Demo;
- (c) Implementation;
- (d) Customer Support;
- (e) Security; and,
- (f) Final, net Rates. The Rates should be valid for a minimum of ninety (90) days. Limited time offer Rates and/or promotional Rates must be specified by the Supplier, if applicable to the specific Second Stage request.

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

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

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

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 RFP.

## **4.2 Rates**

The proposed System Solution and Related Services Rates shall be:

- (a) Maximum Rate per licenced User applicable to License Subscriptions;
- (b) Maximum Proposed Annual Escalation percentage applicable to License Subscriptions, with any proposed escalations after the initial term to follow the Optional Rate Refresh Process as per Schedule 1 Appendix B – Rates, Optional Rate Refresh;
- (c) Maximum total cost applicable for Scenario-based Implementation, based on the scenario details provided in Appendix C – Commercial Response;
- (d) Maximum Rate per hour is applicable to Optional Ongoing Training.
- (e) In Canadian funds and shall include all applicable costs, including, but not limited to overhead, materials, fuel, fuel surcharge, duties, tariffs, delivery, office support, profit, permits, licences, labour, insurance, and Workplace Safety Insurance Board costs; and,
- (f) Exclusive of the HST, or other similar taxes.

The Supplier may, however, lower its Rates for specific System Solution and related Services when the Customer and Supplier mutually agree without affecting the Rates in the Master Agreement.

In extenuating circumstances, OECM may consider a Rate adjustment substantially effecting the provision of Services resulting from new or changed municipal, provincial, or federal regulations, by-laws and fluctuations in foreign exchange rates as published by the Bank of Canada, tariffs, or ordinances. Any such request from the Supplier must be accompanied and supported by documentation deemed appropriate by OECM. OECM may use a third-party index (e.g. Consumer Price Index (“CPI”) and/or Commercial Software Price Index provided by Statistics Canada) in its Rates review. The Supplier must submit documentation (i.e. Rate impact analysis) demonstrating how the request affects the delivery of Products in this Master Agreement. OECM will not consider any fixed costs or overhead adjustments in its review of the Supplier’s documentation.

#### **4.2.1 Travel Expenses**

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

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

- (a) Gratuities;
- (b) Laundry or dry cleaning;
- (c) Valet services;
- (d) Dependent care;
- (e) Home management; and,
- (f) Personal telephone calls.

#### **4.2.2 Optional Rate Refresh**

OECM's goal is to keep Rates as low as possible for Customers. However, the Supplier may request a Rate refresh at the end of the initial term of the Master Agreement i.e. at the end of three (3) years and every anniversary thereafter.

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

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

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

If a proposed Rate refresh was agreed upon between OECM and the Supplier, the new Rates would only be applicable to Services ordered after the effective date of the new Rates. The effective date of the Rate change must allow Customers a minimum of sixty (60) 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 Services 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.

#### 4.2.3 Optional Process to Add other System Solution functionalities and Related Services

During the Term, if mutually agreed by OECM and the Supplier, other System Solution features/functionalities and Related Services (e.g., Catalog of Services offerings) may be added to the Master Agreement to align with Customer needs.

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

Additional module of the System Solution, Related Services or other related Catalog Services requests from the Proponent must be accompanied by appropriate documentation (e.g., detailed calculations, Modules, Service description, and rationale for the addition).

Volumes and Master Agreement management performance (i.e., Proponent's Performance Management Scorecard results) will be considered when contemplating adding Service Solution modules and/or Related Services. In the event the Proponent's performance is poor and/or unacceptable, OECM may not agree to the Proponent's System Solution module and/or Related Services refresh request. All other modules and/or Related Services shall remain unchanged.

Rates, for newly added System Solution modules and/or Related Services, will be negotiated at the time ensuring alignment with similar System Solution modules and/or Related Services currently available on the Agreement.

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

#### 4.2.4 Pricing Audit and Management

The Customer, OECM, or OECM on behalf of a Customer, may request Rate audits on Resources provided during the Term (including all Rates) of the Master Agreement. The Supplier shall provide supporting documents as deemed acceptable by the Customer, OECM, or OECM on behalf of a Customer within thirty (30) calendar days from the date of the request. The supporting documents for pricing audits may include but are not limited to quotations and final invoices, as applicable.

#### 4.2.5 OECM Cost Recovery Fee

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

The Supplier shall pay to OECM a CRF of zero-point eight five percent (0.85%) for all System Solution and Related Services (i.e., System Solution subscription licences for SaaS, implementation, maintenance for SaaS, training (ongoing), other role-based services and/or additional services included/added through the resulting Master Agreements) invoiced by the Supplier to the Customers throughout the Term.

The CRF shall be paid to OECM, via EFT, on a quarterly basis based on the calendar year by the tenth (10<sup>th</sup>) Business Day of the applicable quarter.

CRF payment dates, for the first year of the Master Agreement, will be as follows:

| CRF Payments  | Payment Date     |
|---|------------------|
| The first CRF, including any Customer purchases made between the Master Agreement execution date and June 30, 2022, shall be paid to OECM by: | July 14, 2022    |
| The next CRF, including any Customer purchases made between July 1, 2022, to September 30, 2022, shall be paid to OECM by:                    | October 14, 2022 |

| CRF Payments  | Payment Date   |
|---|--|
| Subsequent CRF payments shall be paid to OEMC on the tenth (10) Business Day following each calendar quarter. | Tenth (10) Business Day in January, April, July and October of each year |

HST is applicable to the CRF payments made to OEMC.

The CRF will be reviewed (e.g. annually) and may, at OEMC's sole discretion, be adjusted downwards.

During the Term, OEMC may implement other CRF methodologies. Should this take place, the maximum CRF noted above shall not increase.

The Supplier shall be responsible for paying interest, as specified in Article 4.09 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.

#### 4.2.6 Saving Calculation

OEMC tracks, validates, and reports on savings on all of its agreements. Collaborative procurement processes enable 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, total cost of ownership, cost avoidance and/or other savings).

### 4.3 Master Agreement Management Support to OEMC

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

- (a) Assigning to OEMC 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 OEMC's and Customer's confidentiality by not disclosing Confidential Information without the prior written consent of OEMC and/or the Customer, as the case may be, as further described in Appendix B – Form of Master Agreement;
- (e) Attending business review meetings with OEMC to review such information as:
  - i. CSAs and upcoming opportunities; and,
  - ii. Review and monitor performance management compliance;
- (f) Complying with Appendix G – Code of Conduct requirements as described on the OEMC website at <https://oecm.ca/oecm-advantage/our-supplier-partners/supplier-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 E – Reporting Requirements; and,

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

#### **4.3.1 Master Agreement Launch**

Once the Master Agreement is awarded, the Supplier will meet with OEMC to discuss an effective launch strategy, and shall provide:

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

#### **4.3.2 Promoting OEMC Master Agreements**

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

The Supplier will actively promote the Master Agreement to Customers by:

- (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 Services).

OEMC will promote the use of the Master Agreement with Customers by:

- (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.

#### **4.3.3 Supplier's Performance Management Scorecard**

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

#### **4.3.4 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 implemented a Supplier Recognition Program ("SRP"). Through the SRP, OECM will objectively assess supplier's performance using an open, fair and transparent framework to recognize and reward top-performing Suppliers on an annual basis.

The following four (4) key areas of focus that suppliers will be measured upon include:

- (a) Supplier performance;
- (b) Master Agreement performance (see Section 4.3.3 – Supplier's Performance Management Scorecard and Appendix F – Performance Management Scorecard);
- (c) Generated savings and value; and,
- (d) Technical Response scores from the Supplier's Proposal for this RFP.

Further details will be provided to the Suppliers.

#### **4.3.5 Reporting to OECM**

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

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

[End of Part 4]

**PART 5 – TERMS AND CONDITIONS OF THE RFP PROCESS**

**5.1 General Information and Instructions**

**Procurement Process Non-Binding**

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

- (a) This RFP shall not give rise to any contract A – based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and,
- (b) Neither the Proponent nor OECCM 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 RFP.

**Non-Binding Rates**

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

**5.1.1 RFP Timetable**

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

| <b>RFP Timetable</b>   |                                      |
|--|--------------------------------------|
| <b>Event</b>   | <b>Time/Date</b>                     |
| OECCM's Issue Date of RFP:   | June 25, 2021                        |
| Proponent's Information and OTP Demonstration Session:                                       | 2:00 pm on July 6, 2021              |
| Proponent's Deadline to Submit Questions:  | 5:00 pm on July 12, 2021             |
| OECCM's Deadline for Issuing Answers:  | July 16, 2021                        |
| Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents: | 5:00 pm on <b>July 23, 2021</b>      |
| OECCM's Deadline for Issuing Documents:  | <b>August 3, 2021</b>                |
| Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents: | 5:00 pm on <b>August 9, 2021</b>     |
| OECCM's Deadline for Issuing Final Documents:  | <b>August 17, 2021</b>               |
| Closing Date:  | 2:00:00 pm on <b>August 30, 2021</b> |
| Anticipated Master Agreement Start Date:   | December, 2021                       |

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

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

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

#### **5.1.2 Proponent's Information and OTP Demonstration Session**

The Proponent may, but is not required to, participate in the Proponent's Information and OTP Demonstration Session, which will take place at the time set out in Section 5.1.1.

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

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

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

Information provided during this session will be posted on OTP.

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

The Proponent can contact OTP technical support directly for further assistance, using the contact details set out in Section 5.3.1.

#### **5.1.3 Proponent to Follow Instructions**

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

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

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

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

#### **5.1.5 Proponent's Costs**

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

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

### **5.2 Communication after RFP Issuance**

#### **5.2.1 Communication with OECM**

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

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

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

### **5.2.2 Proponent to Review RFP**

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

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

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

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

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

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

To ensure the Proponent clearly understand issued addenda, OECM allows Proponents to ask questions related to addenda, and question and answer documents. Refer to Section 5.1.1 for timelines.

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

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

### **5.2.3 Proponent to Notify**

In the event the Proponent has any reason to believe that an error, omission, uncertainty or ambiguity, as set out in Section 5.2.2 exists, the Proponent must notify OECM through OTP prior to submitting a Proposal.

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

The Proponent shall not:

- (a) After submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in Section 5.2.2 were present with respect to the RFP; and,

(b) Claim that OEMC is responsible for any of the circumstances listed in Section 5.2.2 of this RFP.

#### 5.2.4 All New Information to Proponents by way of Addenda

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

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

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

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

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

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

### 5.3 Proposal Submission Requirements

#### 5.3.1 General

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

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

- (a) Email at [etenderhelp\\_CA@jaggaer.com](mailto:etenderhelp_CA@jaggaer.com);
- (b) By phone at 866-722-7390; or,
- (c) Accessing website information at [https://ontariotenders.app.jaggaer.com/esop/nac-host/public/attach/eTendering\\_responding\\_to\\_tender\\_guide.pdf](https://ontariotenders.app.jaggaer.com/esop/nac-host/public/attach/eTendering_responding_to_tender_guide.pdf).

To be considered in the RFP process, a Proposal must be submitted and received **before** the Closing Date as set out in Section 5.1.1 and on OTP.

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

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

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

#### 5.3.2 Proposal in English

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

#### 5.3.3 Proposal Submission Requirements

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

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

| Appendix/Form Title                      | OTP Envelope  | Complete Form within OTP | Complete Appendix and Upload to OTP |
|--|---------------|--------------------------|-------------------------------------|
| Form of Offer                            | Qualification | √                        |                                     |
| Compliance with Form of Master Agreement | Qualification | √                        |                                     |
| OEM Authorized Reseller Letter           | Qualification |                          | √                                   |
| Technical Response                       | Technical     | √                        |                                     |
| Appendix C – Commercial Response         | Commercial    |                          | √                                   |

#### 5.3.4 Other Proposal Considerations

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

- (a) Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored;
- (b) Completely address, on a point-by-point basis, each Technical Response question in Technical Response. Technical Responses left blank and/or unanswered will receive a score of zero (0). Refer to Section 3.3;
- (c) Information attached as part of the Commercial Envelope in OTP will not be considered as part of the evaluation of Stage II - Technical Response. Refer to Section 3.3; and,
- (d) The Proposal should be complete in all respects. Proposal evaluation and scoring applies only to the information contained in the Proposal, or accepted clarifications as set out in Section 5.3.13 Clarification of Proposals.

#### 5.3.5 Proposal Receipt by OECM

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

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

#### 5.3.6 Withdrawal of Proposal

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

#### 5.3.7 Amendment of Proposal on OTP

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

#### 5.3.8 Completeness of Proposal

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

**5.3.9 Proposals Retained by OECM**

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

**5.3.10 Acceptance of RFP**

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

**5.3.11 Amendments to RFP**

Subject to Section 5.1.1 and Section 5.2.4, OECM shall have the right to amend or supplement this RFP in writing prior to the Closing Date. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all addenda.

**5.3.12 Proposals will not be Opened Publicly**

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

**5.3.13 Clarification of Proposals**

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

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

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

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

**5.3.14 Verification of Information**

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

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

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

**5.3.15 Proposal Acceptance**

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

### **5.3.16 RFP Incorporated into Proposal**

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

### **5.3.17 Exclusivity of Contract**

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

### **5.3.18 Substantial Compliance**

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

### **5.3.19 No Publicity or Promotion**

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

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

## **5.4 Negotiations, Timelines, Notification and Debriefing**

### **5.4.1 Negotiations with Preferred Proponent**

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

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

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

### **5.4.2 Failure to Execute a Master Agreement**

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

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

In accordance with the process rules in this Part 5 – Terms and Conditions of the RFP Process, there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement.

#### **5.4.3 Master Agreement**

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

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

#### **5.4.4 Notification to Other Proponents**

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

#### **5.4.5 Debriefing**

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

#### **5.4.6 Bid Dispute Resolution**

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

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

A protest in writing should include the following:

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

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

### **5.5 Prohibited Communications, and Confidential Information**

#### **5.5.1 Confidential Information of OECM**

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

- (a) Remains the property of OECM and shall be removed from OECM's premises only with the prior written consent of OECM;

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

#### **5.5.2 Confidential Information of the Proponent**

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

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

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

#### **5.5.3 Proponent's Submission**

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

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

#### **5.5.4 Personal Information**

Personal Information shall be treated as follows:

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

#### **5.5.5 Non-Disclosure Agreement**

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

#### **5.5.6 Freedom of Information and Protection of Privacy Act**

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

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

#### **5.5.7 Intellectual Property**

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

### **5.6 Reserved Rights and Governing Law of OECM**

#### **5.6.1 General**

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

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

collusion, unethical conduct, including lobbying as described above or other forms of deceitfulness, or other inappropriate communications offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of OECM, or where the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM;

- (l) Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal;
- (m) Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (n) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (o) Reject a Subcontractor proposed by a Proponent within a Consortium;
- (p) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;
- (q) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
  - i. OECM determines it would be in the best interest of OECM not to award a Master Agreement,
  - ii. the Proposal prices exceed the bid prices received by OECM for Services acquired of a similar nature and previously done work,
  - iii. the Proposal prices exceed the costs OECM or its Customers would incur by doing the work, or most of the work, with its own resources,
  - iv. the Proposal prices exceed the funds available for the Services, or,
  - v. the funding for the acquisition of the proposed Services has been revoked, modified, or has not been approved,and where OECM cancels this RFP, OECM may do so without providing reasons, and OECM may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing;
- (r) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal;
- (s) Accept any Proposal in whole or in part;
- (t) If OECM receives a Proposal from a Proponent with Rates that are abnormally lower than the Rates in other Proposals, OECM may verify with the Proponent that the Proponent satisfies the conditions for participation and is capable of fulfilling the Master Agreement; or,
- (u) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM and/or its Customers or is otherwise engaged in a dispute with OECM and/or its Customers;

and these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and OECM shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Proponent or any third party resulting from OECM exercising any of its express or implied rights under this RFP.

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

## **5.6.2 Rights of OECM – Proponent**

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

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

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

### **5.6.3 No Liability**

The Proponent agrees that:

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

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

### **5.6.4 Assignment**

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

### **5.6.5 Entire RFP**

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

### **5.6.6 Priority of Documents**

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

### **5.6.7 Disqualification for Misrepresentation**

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

### **5.6.8 References and Past Performance**

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

#### **5.6.9 Cancellation**

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

#### **5.6.10 Competition Act**

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

#### **5.6.11 Trade Agreements**

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

For more information, refer to the following:

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

#### **5.6.12 Governing Law**

The terms and conditions in this Part 5:

- (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 5]

## APPENDIX A – DEFINITIONS

### Definitions

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

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

**“Authorized Reseller”** means a Supplier that is authorized by the OEM of the proposed System Solution to market, advertise, sell and distribute the System Solution;

**“Authorized Service Provider”** means a company that the OEM has deemed qualified to service the System Solution Resources that are still under OEM warranty without voiding the OEM warranty;

**“Authorized User”** means a person that has assigned the role and associated permissions as the person who has been authorized to access and use the information, and/or use the functionality to conduct specific activities in the System Solution on behalf of the CTC. (e.g, system administrator and privacy officer);

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

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

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

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

**“Browser”** means any approved browser tool used by Customers to access the System Solution;

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

**“Configuration”** means the bespoke set-up of the System Solution as required to meet Customer needs.

**“Closing Date”** means the Proposal submission date and time as set out in OTP and in 5.1.1 and may be amended from time to time in accordance with the terms of this RFP;

**“Client”** means a person receiving treatment (for e.g. Child) or someone who is authorized by the patient to access the patient information from outside the CTC, such as a the child’s parent or guardian, family or a patient;

**“Contractor”** means a person that is accessing the System Solution from outside the CTC who is an agent of the CTC when using the System Solution or conducting their duties;

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

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

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

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

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

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

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

**“Cost Recovery Fee”** or **“CRF”** means a fee, which contributes to the recovery of OECCM’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 OECEM's competitively sourced agreements. Once Customer-Supplier Agreements have been executed, this fee is remitted by the Supplier to OECEM on a quarterly basis;

**"Customer"** or **"CTC"** is an organization belonging to Ontario's publicly funded child development and rehabilitation sector such as, the Children Treatment Centres ("CTC") that help kids with disabilities and their families, centers providing leading clinical treatment and support programs to children, youth and families in every region of the province;

**"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 the Deliverables in the RFP;

**"Customization"** means the development of new capability for the System Solution to meet Customer needs;

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

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

**"Hosting"** means the provision of a supported infrastructure environment on which the System Solution is installed;

**"HTTP cookie"** (also called web cookie, Internet cookie, browser cookie, or simply cookie) is a small piece of data sent from a website and stored on the Customer's computer by the Customer's web browser while the User is browsing;

**"Integration"** means the linking of the System Solution to any other system via an electronic interface;

**"Interface"** means code developed to link two or more specific systems to each other;

**"Maintenance"** means the proactive Services provided by the Supplier to maintain full functionality of the System Solution;

**"Master Agreement"** means the agreement to be made between the Preferred Proponent and OECEM based on the template attached as Appendix B – 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 OECEM and the Supplier;

**"OECEM"** means the Ontario Education Collaborative Marketplace;

**"OECEM's Deadline for Issuing Final Addenda"** means the date and time as set out in 5.1.1 of this RFP and may be amended from time to time in accordance with the terms of this RFP;

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

**"PFO"** means a provincially funded organization;

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

**"Personal Health Information"** or **"PHI"** means information in any form that identifies a person and that relates to their health and health care including, health history, health care programs and services, health care providers, substitute decision-makers, health card number and other personal identification numbers;

**"Preferred Proponent"** means the Proponent that is invited into negotiations in accordance with the evaluation process set out in this RFP;

**"Project Advisory Committee"** or **"PAC"** means the individuals providing input into the development of this RFP, and may also evaluate Proposals received in response to this RFP;

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

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

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

**“Rates”** means the maximum prices in Canadian funds, for the System Solution and Related Services as set out in the Proponent’s submitted Appendix C - Commercial Response;

**“Request for Proposals”** or **“RFP”** means this Request for Proposals #2021-380 issued by OECM, including all appendices and addenda thereto;

**“Second Stage Selection Process”** or **“Second Stage”** means a request from one (1) or more Suppliers via a Second Stage tool (e.g. Request for Services (“RFS”), or Customer’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 Services specific to a Customer’s organization;

**“Service”** means all System Solution and related services to be provided or performed by the Supplier, under the Master Agreement, and includes everything that is necessary to be supplied, provided or delivered by the Supplier;

**“System Solution”** means a solution that is used to host an application or service, in this case, Client Information System and other functionalities as stated in Part 2- The Deliverables and Appendix D – System Solution Functional Requirements and includes everything that is necessary to be supplied, provided or delivered by the Supplier;

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

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

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

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

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

**“Third (3rd) Party Applications”** means any software system other than the System Solution, including systems developed by external vendors and by the Customers themselves;

**“Licensed User”** defined as a fulfiller (requires subscription) which can be further classified as Tier One (1), Tier Two (2) and Tier Three (3);

**“User”** means any CTC staff person or contractor who has an account to use the System Solution. They could be a healthcare provider or someone in a managerial or administrative role. Users have accounts that enable them to use the System Solution in accordance with the role and permission assigned to them;

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

**“Workflow”** has the meaning of enabling automated multi-step processes.

## **APPENDIX B – FORM OF MASTER AGREEMENT**

This appendix is posted as a separate PDF document.

## **APPENDIX C – COMMERCIAL RESPONSE**

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

## APPENDIX D - FUNCTIONAL REQUIREMENTS

The Client Information System Solution’s “System Solution” functional requirements are classified into two types:

- A. Mandatory Functional Requirements
- B. Other Additional Functional Requirements

### A. Mandatory Functional Requirements

The functional requirements categorized as high priority or required by majority of CTC’s are identified here as mandatory requirements. The System Solution shall support provision of all these requirements as these will form part of the base bundle System Solution requirements. The cost of providing these functionalities shall be included in the subscription pricing proposed by the Proponent in their Appendix -C Commercial Response.

The Proponent shall indicate how the proposed System Solution will comply with the stated Mandatory Functional Requirements as described below:

| Method of Compliance  | Definition   |
|---|--|
| Functionality provided as standard:   | The System Solution fully supports the requirements, and the Proponent provides the functionality from its own codebase. No customization or work-around is required. Some configuration may be required, but this should not be significant, or complex should not add significantly to the implementation timescales, and should not affect future upgrades                  |
| Functionality provided by seamless integration with third-party solution:             | The Proponent has established a relationship (e.g., as an OEM) with a business partner to provide this functionality, which is fully integrated (in terms of data process and application) with the proposed System Solution and requires no customization or integration development.   |
| Functionality provided by the Proponent but requires customization or PaaS extension: | The functionality can be accomplished with the Vendor’s products but some customizing or working around is required. For the System Solution delivered as cloud services (which therefore cannot be customized), the functionality would be provided by building an extension using platform as a service (PaaS) capability provided either by the Proponent or a third party. |
| Functionality provided; requires customized integration with third-party solution:    | The Proponent has established a relationship with a business partner to provide this functionality, but it needs customizing or work around in order to be deployed as an integrated solution.   |

| #                  | Description  |
|--------------------|--|
| <b>User Access</b> |  |
| <b>General</b>     |  |
| 1.01               | The System Solution offers the ability to maintain all demographic information related to each Client, for example fields as identified below: |
|                    | · Name (First Name, Last Name, Middle Name)  |
|                    | · Alias / AKA  |
|                    | · Client email   |
|                    | · Client Phone Number  |
|                    | · Client identification number   |
|                    | · Health Card number and version number  |
|                    | · Address including County and Site  |

|      |  |
|------|--|
|      | <ul style="list-style-type: none"> <li>Phone number</li> </ul>   |
|      | <ul style="list-style-type: none"> <li>Date of birth</li> </ul>  |
|      | <ul style="list-style-type: none"> <li>Gender (including pronoun and a distinction between sex/gender)</li> </ul>  |
|      | <ul style="list-style-type: none"> <li>Contacts (parents, guardians, case workers, doctors)</li> </ul>   |
|      | <ul style="list-style-type: none"> <li>Internal &amp; external referral information</li> </ul>   |
|      | <ul style="list-style-type: none"> <li>Schools/ Childcare</li> </ul>   |
|      | <ul style="list-style-type: none"> <li>Diagnoses</li> </ul>  |
|      | <ul style="list-style-type: none"> <li>Consent information</li> </ul>  |
|      | <ul style="list-style-type: none"> <li>Alerts (e.g., allergies custody or service issues)</li> </ul>   |
|      | Other fields as identified by the CTCs will be included on an as and when required basis.  |
| 1.02 | The System Solution offers the ability to search for a Client by specific criteria, for example criteria as identified below:  |
|      | <ul style="list-style-type: none"> <li>Last name</li> </ul>  |
|      | <ul style="list-style-type: none"> <li>First Name</li> </ul>   |
|      | <ul style="list-style-type: none"> <li>Alias / AKA</li> </ul>  |
|      | <ul style="list-style-type: none"> <li>Client identification number (unique)</li> </ul>  |
|      | <ul style="list-style-type: none"> <li>Date of birth</li> </ul>  |
|      | Other criteria as identified by the CTCs will be included on an as and when required basis.  |
| 1.03 | The System Solution offers the ability to store and identify other provincial health identifiers for example: OAP Number   |
| 1.04 | The System Solution offers the ability to define contact types (guarantor, parent, legal guardian, etc.)   |
| 1.05 | The System Solution offers the ability to designate a primary or multiple primary contacts   |
| 1.06 | The System Solution offers the ability to retain historical data for all above data elements and lock/hide in adoption cases etc.  |
| 1.07 | The System Solution offers the ability to maintain start and stop dates for each appropriate data element (e.g., Address, contacts, schools, consent, etc.)                                  |
| 1.08 | The System Solution offers the ability to record date for each appropriate data element changes (for example: address change, contacts change, school, consent etc.)                         |
| 1.09 | The System Solution offers the ability to search on a combination of the above search criteria   |
| 1.10 | The System Solution offers the ability to merge or unmerge Client records to a new ID, and maintain link to previous ID  |
| 1.11 | Alerts should be brought forward on opening Client record  |
| 1.12 | The System Solution offers the ability to use drop-down table entries to choose field entries  |
| 1.13 | The System Solution offers the ability to restrict deletion of any data by system access rights and security   |
| 1.14 | The System Solution offers the ability to restrict access to a specific Client record by password in order to comply with "Lockbox" functionality as described in Ontario PHIPA legislation. |
| 1.15 | The System Solution offers the ability to display a warning message before allowing Authorized User to delete any data   |
| 1.16 | All error messages and warnings are appropriate for Users to understand  |
| 1.17 | The System Solution should have consistent use of terminology, definitions and functionality throughout all modules  |

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| 1.18             | The System Solution offers the ability to create site-specific table entries   |
| 1.19             | The System Solution offers the ability to add new site-defined fields, views or screens  |
| 1.20             | The System Solution offers the ability to define system-wide mandatory fields  |
| 1.21             | The System Solution offers the ability to modify existing screen layouts by site   |
| 1.22             | The System Solution offers the ability to define mandatory fields by site  |
| 1.23             | The System Solution offers the ability to enter data retrospectively, capturing service date and time as well as input date and time   |
| 1.24             | The System Solution offers the ability to recall treatment information from previous admissions (for e.g., History record)   |
| 1.25             | The System Solution offers electronic authentication for locking of the document versions as per a format and way determined by the Customers (for example: clinicians name with the phrase 'electronically authenticated', electronic stamp ) . |
| 1.26             | The System Solution has the ability to create Provider Workspaces with summaries of all Clients attached to a provider, along with programs and status (e.g., waiting for service, active in service).   |
| 1.27             | The System Solution offers the ability to view the last screen in instances of time out or a disconnect from the internet.   |
| 1.28             | The System Solution offers the ability to customize filters when viewing data. Not restricting the filters by Date range only  |
| 1.29             | The System Solution provides warning pop-ups when a function cannot be completed due to missing information.   |
| 1.30             | The System Solution is intuitive to use and navigate with the ability to create Users customized dashboards/workspaces for custom views (e.g., provider workload measures, program referrals).   |
| 1.31             | The System Solution has a graphical User interface that is User friendly and easy to navigate and consistent look and feel.  |
| 1.32             | The System Solution offers Users on-screen help and tips.  |
| 1.33             | The System Solution is AODA compliant with web and mobile accessibility (Chrome/Firefox/Edge)  |
| 1.34             | The System Solution should support accuracy checks where possible (e.g., validation rules to ensure appropriate values in fields)  |
| <b>Referrals</b> |  |
| 2.01             | The System Solution offers the ability to assign a unique Client ID number automatically   |
| 2.02             | The System Solution offers the ability to track programs required  |
| 2.03             | The System Solution offers the ability to track services required  |
| 2.04             | The System Solution offers the ability to assign a priority to each referral   |
| 2.05             | The System Solution offers the ability to indicate a "backdate to" date on a referral as required, for wait listing capability   |
| 2.06             | The System Solution offers the ability to assign the source of referral (e.g., hospital, district, Client services centre, etc.)   |
| 2.07             | The System Solution offers the ability to accept and develop a sigh specific Referral source data (variety of referral data, depending on referring agency)  |
| 2.08             | The System Solution offers the ability for the User to collect relevant information for referrals, for example information as identified below:  |
|                  | · Diagnosis (ICD9-CM or ICD10)   |
|                  | · Referring source   |
|                  | · Demographic information  |

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|                     | <ul style="list-style-type: none"> <li>Initial orders for services</li> </ul>   |
|                     | <ul style="list-style-type: none"> <li>Email address of referring agency</li> </ul>   |
|                     | Other referral information requirements as identified by the CTCs will be included on an as and when required basis.                                      |
| 2.09                | The System Solution offers the ability to assign status to a referral (pending assessment, accepted, rejected)  |
| 2.10                | The System Solution offers the ability to assign reason for inappropriate referral  |
| 2.11                | The System Solution offers the ability to automatically indicate successful referrals upon registration   |
| 2.12                | The System Solution offers the ability to accept e-referrals through a secure and encrypted means   |
| 2.13                | The System Solution offers the ability to send e-referrals (secure transmission of referral and documents)  |
| 2.14                | The System Solution offers the ability for electronically received referral information to populate referral screens                                      |
| 2.15                | The System Solution offers the ability to automatically email referring source of acceptance / rejection of referral                                      |
| <b>Registration</b> |   |
| 3.01                | The System Solution offers the ability to assign a unique registration ID number  |
| 3.02                | The System Solution offers the ability for User to manually and/or for the system to automatically assign source of registration                          |
| 3.03                | The System Solution offers the ability to register a Client for one or multiple programs  |
| 3.04                | The System Solution offers the ability to register a Client for one or multiple service that are linked to a specific program                             |
| 3.05                | The System Solution offers the ability to assign a priority to a program or service as required   |
| 3.06                | The System Solution offers the ability to assign a resource or team of resources to a registration for a program or service                               |
| <b>Wait Lists</b>   |   |
| 4.01                | The System Solution offers the ability to add a Client to a pre-existing wait list based on specified criteria, for example criteria as identified below: |
|                     | <ul style="list-style-type: none"> <li>Program</li> </ul>   |
|                     | <ul style="list-style-type: none"> <li>Service</li> </ul>   |
|                     | <ul style="list-style-type: none"> <li>Service provider</li> </ul>  |
|                     | <ul style="list-style-type: none"> <li>Specific time slot</li> </ul>  |
|                     | <ul style="list-style-type: none"> <li>Type of wait list (e.g., assessment, treatment, parent groups, event)</li> </ul>                                   |
|                     | Other criteria as identified by the CTCs will be included on an as and when required basis.   |
| 4.02                | The System Solution offers the ability to assign urgency score to wait-listed Client  |
| 4.03                | The System Solution offers the ability to view wait list information specified criteria, for example criteria as identified below:                        |
|                     | <ul style="list-style-type: none"> <li>Client</li> </ul>  |
|                     | <ul style="list-style-type: none"> <li>Program</li> </ul>   |
|                     | <ul style="list-style-type: none"> <li>Services</li> </ul>  |
|                     | <ul style="list-style-type: none"> <li>Service Provider</li> </ul>  |
|                     | Other criteria as identified by the CTCs will be included on an as and when required basis.   |
| <b>Scheduling</b>   |   |

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| 5.01 | The System Solution offers the ability to define schedulable resources to include rooms, equipment, and providers   |
| 5.02 | The System Solution offers the ability to define clinic time blocks ("shell") and assign Clients and resources to the block                                 |
| 5.03 | The System Solution offers the ability to support either a centralized or decentralized scheduling model  |
| 5.04 | The System Solution offers the ability to override frequency based on individual need   |
| 5.05 | The System Solution offers the ability to define default appointment times with the ability to override   |
| 5.06 | The System Solution offers the ability to schedule appointments for a single Client, a group session, or a group of providers                               |
| 5.07 | The System Solution offers the ability to assign blocks of time to services or programs   |
| 5.08 | The System Solution offers the ability to warn Users of potential scheduling conflicts, with the ability to override  |
| 5.09 | The System Solution offers the ability Schedule repeat / series appointments without needing to schedule each individually                                  |
| 5.10 | The System Solution offers the ability to change / cancel one appointment in a series without changing / cancelling the others                              |
| 5.11 | The System Solution offers the ability to change / cancel an entire series of appointments as a group   |
| 5.12 | The System Solution offers the ability to move an appointment in a series to a different service provider   |
| 5.13 | The System Solution offers the ability to move an entire series of appointments to a different service provider   |
| 5.14 | The System Solution offers the ability to modify the resources for an appointment individually or in series   |
| 5.15 | The System Solution offers the ability to search for the next available time slot based on User-defined criteria, for example criteria as identified below: |
|      | · Appointment length required   |
|      | · Date range  |
|      | · Required resources (including multiple providers)   |
|      | · Clinic block / shell  |
|      | · Client availability   |
|      | · Client preferences (time of day, day of week, gender of provider)   |
|      | Other criteria as identified by the CTCs will be included on an as and when required basis.   |
| 5.16 | The System Solution offers the ability to track date of provider-specified follow-up appointment  |
| 5.17 | The System Solution offers the ability to report on gap between provider-specified appointment and actual follow-up appointment                             |
| 5.18 | The System Solution offers the ability to define cancellation reasons   |
| 5.19 | The System Solution offers the ability to track cancellation reasons by appointment and/or Client   |
| 5.20 | The System Solution offers the ability to customize appointment viewing screens   |
| 5.21 | The System Solution offers the ability to view schedules by provider by:  |
|      | · Day   |
|      | · Week  |

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|                       | <ul style="list-style-type: none"> <li>Month</li> </ul>   |
|                       | <ul style="list-style-type: none"> <li>Specified date range</li> </ul>  |
| 5.22                  | The System Solution offers the ability to view all existing appointments for the Client while scheduling  |
| 5.23                  | The System Solution offers the ability to maintain audit trail of additions, changes, and deletions of appointments   |
| 5.24                  | The System Solution offers the ability to define User groups and/or access levels in order to restrict: <ul style="list-style-type: none"> <li>Ability to override conflicts</li> <li>Scheduling certain appointment types</li> <li>Changing/cancelling appointments</li> </ul>   |
| 5.25                  | The System Solution offers the ability to define default appointment letters or reminders   |
| 5.26                  | The System Solution offers the ability to filter scheduling availabilities by User inputs.  |
| <b>Care Planning</b>  |   |
| 6.01                  | The System Solution offers the ability to maintain a set of standard care plans for selection that can be completely modified/customized per individual Client need.  |
| 6.02                  | The System Solution offers the ability to review, modify, and document activities & interventions on the care plan  |
| 6.03                  | The System Solution offers the ability to recall treatment information from previous admissions   |
| 6.04                  | The System Solution offers the ability to track functional and clinical information (allergies, disabilities, blood type, risk factors, etc.) by Client   |
| 6.05                  | The System Solution offers the ability to default functional and clinical information into appropriate areas of care plan   |
| 6.06                  | The System Solution offers the ability to record care plans and pathways which include: <ul style="list-style-type: none"> <li>Functional goals</li> <li>Outcomes</li> <li>Service levels based on age, diagnosis, severity, region etc.</li> <li>Service times</li> <li>Service frequencies</li> <li>Specific treatments or tests</li> </ul> |
| 6.07                  | The System Solution offers the ability to initiate the plan at admission, revise the plan as required, and continue its use until discharge   |
| 6.08                  | The System Solution offers the ability to identify target dates for specific achievements or outcomes   |
| 6.09                  | The System Solution offers the ability to identify whether goals were achieved  |
| 6.10                  | The System Solution offers the ability to define protocols or policies for standards of care  |
| 6.11                  | The System Solution offers the ability to view Caseload lists and access Client information.  |
| 6.12                  | The System Solution offers the ability to view individual Care Plans.   |
| <b>Care Provision</b> |   |
| 7.01                  | The System Solution offers the ability to flag outstanding service / care components  |
| 7.02                  | The System Solution offers the ability to easily see a Client's status relative to the plan   |
| 7.03                  | The System Solution offers the ability to accommodate multiple charting methodologies (flow sheets, narrative, etc.)  |
| 7.04                  | The System Solution offers the ability to record daily chart notes that can be locked to prevent editing  |

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| 7.05                 | The System Solution offers the ability for site specific spell check for all free text documentation  |
| 7.06                 | The System Solution offers the ability to attach "foreign" documentation to the case file (scanned forms, photos, videos)   |
| 7.07                 | The System Solution offers the ability to import graphics, wave files, or other file types from external diagnostic systems and have them be accessible from within the System Solution |
| 7.08                 | The System Solution offers the ability to easily view status (scheduled vs. completed) of encounters and activities   |
| 7.09                 | The System Solution offers the ability to allow updates to care plan to be recorded retrospectively with date and time of service and data and time of entry                            |
| 7.10                 | The System Solution offers the ability to update a variance   |
| 7.11                 | The System Solution offers the ability to ensure a reason is recorded for any changes made to variances   |
| 7.12                 | The System Solution offers the ability to complete audit trail of all additions, changes, modifications to Client file  |
| 7.13                 | The System Solution offers the ability to view multiple Client-specific workspace screens simultaneously (e.g., bloodwork results, contact screen, note summary).                       |
| 7.14                 | The System Solution offers the ability to track Client attendance in a session.   |
| <b>Discharge</b>     |   |
| 8.01                 | The System Solution offers the ability to track that Client has completed one or more services within a program   |
| 8.02                 | The System Solution offers the ability to track that Client has completed one or more programs within a centre  |
| 8.03                 | The System Solution offers the ability to flag that a Client is no longer receiving services in any program   |
| 8.04                 | The System Solution offers the ability to discharge a Client from the centre  |
| 8.05                 | The System Solution offers the ability to track reason and date for discharge from service, program and centre  |
| <b>Transcription</b> |   |
| 9.01                 | The System Solution offers the ability to support transcription of reports into clinical record   |
| 9.02                 | The System Solution offers the ability to create templates for standardized entry of reports  |
| 9.03                 | The System Solution offers the ability to provide default entry of demographic information into all report headings   |
| 9.04                 | The System Solution offers the ability to launch word processor (for example: MS-Word) for entry of transcribed text  |
| 9.05                 | The System Solution offers the ability to automatically complete MS-Word templates with demographic information from the System Solution  |
| 9.06                 | The System Solution offers the ability to launch voice recognition module from within transcription   |
| 9.07                 | The System Solution offers the ability to scan any document to be attached or linked to the Client record   |
| 9.08                 | The System Solution offers the ability to view an index of scanned documents by class or type   |
| 9.09                 | The System Solution offers the ability to receive an e-consent or manually enter consent  |
| 9.10                 | The System Solution offers the ability to support transcription of all types of clinical information, including but not limited to:   |
|                      | · Letters   |

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|   | <ul style="list-style-type: none"> <li>Initial Assessments</li> </ul>  |
|   | <ul style="list-style-type: none"> <li>Progress notes and summaries</li> </ul>   |
|   | <ul style="list-style-type: none"> <li>Interventions</li> </ul>  |
|   | <ul style="list-style-type: none"> <li>Discharge Notes</li> </ul>  |
|   | <ul style="list-style-type: none"> <li>Referrals to external agencies</li> </ul>   |
|   | Other clinical information types as identified by the CTCs will be included on an as and when required basis.  |
| 9.11  | The System Solution offers electronic authentication for locking of the document versions as per a format and way determined by the Customers (provider confirmation of accurate transcription with password) of all transcribed documents |
| 9.12  | The System Solution offers the ability to track, by activity, whether a transcribed note or report is required and flag the User   |
| <b>Records Management</b>                               |  |
| 10.01   | The System Solution offers the ability to track overdue assessments and reports based on User-defined criteria   |
| 10.02   | The System Solution offers the ability to track requests for chart "release of information", for example requests as identified below:   |
|   | <ul style="list-style-type: none"> <li>Dates requested</li> </ul>  |
|   | <ul style="list-style-type: none"> <li>Date permission granted and name of person who granted it</li> </ul>  |
|   | <ul style="list-style-type: none"> <li>Requestor</li> </ul>  |
|   | <ul style="list-style-type: none"> <li>Client ID</li> </ul>  |
|   | <ul style="list-style-type: none"> <li>Specific item(s) released</li> </ul>  |
|   | <ul style="list-style-type: none"> <li>Date specific item(s) released</li> </ul>   |
|   | <ul style="list-style-type: none"> <li>Agency to which information is released</li> </ul>  |
|   | <ul style="list-style-type: none"> <li>Reason for release</li> </ul>   |
| 10.03   | The System Solution offers the ability to view full audit trail of changes, deletions, and additions to each data element  |
| 10.04   | The System Solution offers the ability to track centre request to external agencies/professional and their response  |
| 10.05   | The System Solution offers the ability to track chart audits and Client satisfaction surveys   |
| <b>Assistive Devices Program</b>                        |  |
| 11.01   | The System Solution offers the ability to track the loan of inventory to Clients   |
| 11.02   | The System Solution offers the ability to flag devices which are overdue for return  |
| <b>Productivity, Workload, and Utilization Tracking</b> |  |
| 12.01   | The System Solution offers the ability for staff to record all Client-related activities and non-Client-related activities   |
| 12.02   | The System Solution offers the ability to identify each activity workload type (e.g., non-Client, Client direct, Client indirect etc.)   |
| 12.03   | The System Solution offers the ability to record activities related to non-registered Clients  |
| 12.04   | The System Solution offers the ability to count the number of Clients and non-registered Clients served for an activity  |
| 12.05   | The System Solution offers the ability to have scheduled activities populate the productivity, workload and utilization module   |

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| 12.06                | The System Solution offers the ability to have default entries on tracking screen  |
| 12.07                | The System Solution offers the ability to encounter data will include provider, program, service, activity, and duration   |
| 12.08                | The System Solution offers the ability to record the site/location of activity   |
| 12.09                | The System Solution offers the ability to record and differentiate Client services delivered in a face-to-face visit or by telephone or virtual  |
| 12.10                | The System Solution offers the ability to record initial visit, assessment, intervention and consultation distinctly from subsequent visits, assessments, interventions and consultations  |
| 12.11                | The System Solution offers the ability to retrospectively enter activities, indicating actual date and time of service and date and time of entry  |
| 12.12                | The System Solution offers the ability to enter single Client encounters or group sessions and track workload appropriately  |
| 12.13                | The System Solution offers the ability to attach User-defined workload indicators to each activity   |
| 12.14                | The System Solution offers the ability to maintain unit values per defined activity or service in program or service area  |
| 12.15                | The System Solution offers the ability to automatically calculate workload by:   |
|                      | · Service  |
|                      | · Program  |
|                      | · Individual provider  |
|                      | · Entire centre  |
| 12.16                | The System Solution offers the ability to relate workload and activity data (Client and non-Client related) to a G/L primary and secondary account   |
| 12.17                | The System Solution offers the ability to generate workload as a by-product of care provision activities   |
| 12.18                | The System Solution offers the ability to maintain levels and ratios for Client-related to non-Client-related workload, by service or provider   |
| 12.19                | The System Solution offers the ability to maintain productivity targets (target hours per unit of workload)  |
| 12.20                | The System Solution offers the ability to maintain an organizational framework with functional centers as per MIS guidelines   |
| 12.21                | The System Solution offers the ability to convert multiple forms of data. (e.g., EMR, Client demographic data, provider information, appointments and schedules, lab test orders and results, personal development group, community initiatives) |
| 12.22                | The System Solution offers the ability to extract data from the planning calendar.   |
| 12.23                | The System Solution provides planning calendar view for clinicians to see data needed - service recipient and non-service recipient data   |
| 12.24                | The System Solution offers the ability to view Provider Calendars which clearly show Client appointments and availability, in Day, Week, Month views.  |
| 12.25                | The System Solution offers the ability to provide Client-specific workspaces to show details of current service delivery.  |
| <b>Portal Access</b> |  |
| 13.01                | The System Solution offers the ability to provide a secure and encrypted portal technology which can access all data in the System Solution  |
| 13.02                | The System Solution offers the ability to provide secure and encrypted portal access to Clients and families   |
| 13.03                | The System Solution offers the ability to provide secure and encrypted portal access to caregivers (physicians, therapists)  |
| 13.04                | The System Solution offers the ability to restrict information viewable to primary care physicians, Clients, and families by Client name or ID   |

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| 13.06  | The System Solution offers the ability for a secure and encrypted Community Partner Portal, with the ability to have consent built in.   |
| 13.07  | The System Solution offers the ability for a secure and encrypted Patient Portal, with the potential ability to message within the team, register for sessions, book/amend/cancel appointments, view test results, view educational materials, view community partners, view daily progress notes, view billing/account information, view documents and fill forms and the ability to receive e-consent or manually enter consent. |
| 11.03  | The System Solution offers the ability for a secure and encrypted Patient portal with the ability for families to have multiple children in one account  |
| <b>Reporting and Analytics Requirements</b>  |  |
| <b>General</b>                               |  |
| 15.01  | The System Solution offers the ability to deliver Out-of-the-box reports.  |
| 15.02  | The System Solution offers the ability to create custom reports, limited to their authorization access.  |
| 15.03  | The System Solution offers the ability to configure custom analytics and dashboards.   |
| 15.04  | The System Solution offers the ability for an electronic up-to-date version of data dictionary of delivered fields for reference.  |
| 15.05  | The System Solution offers the ability for reports and Dashboards displaying SLA tracking.   |
| 15.06  | The System Solution offers the ability to review generated reports on screen, export them as various standard common file formats ((e.g., docx, xlsx, csv, pdf, and xml), print, and save).  |
| 15.07  | The System Solution offers the ability to track goal completion  |
| 15.08  | The System Solution offers the ability to track outcome measures and pathways in one document and report on the results  |
| 15.09  | The System Solution offers the ability to generate custom reports from multiple modules, for example, programs, stages and the calendar for Client information and the programs, stages for Clinician information.   |
| 15.10  | The System Solution offers the ability to allow independent creation of new fields in the database based on changing reporting needs.  |
| 15.11  | The System Solution offers the ability to provide real time data analytics   |
| 15.12  | The System Solution offers the ability to easily collate and print entire record or subset of records (e.g., for legal requests)   |
| <b>Clinical Records Management Reporting</b> |  |
| 16.01  | The System Solution offers the ability to produce listings of chart deficiencies, by provider  |
| 16.02  | The System Solution offers the ability to generate a report of potential duplicate records based on User-defined criteria  |
| 16.03  | The System Solution offers the ability to merge duplicate records  |
| 16.04  | The System Solution offers the ability to produce a list of Clients based on User defined criteria   |
| <b>Care Planning and Provision Reporting</b> |  |
| 17.01  | The System Solution offers the ability for all reports to be viewable online as well as printable  |
| 17.02  | The System Solution offers the ability to print reports including individual Client information (demographics, provider, program, service, other care plan information) by specified criteria, for example criteria as identified below:   |
|  | · Client   |
|  | · Program/service  |
|  | · Provider   |
|  | · Discipline   |
|  | · Tests/treatments   |

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|  | <ul style="list-style-type: none"> <li>Date range, stage, stage status etc.</li> </ul>  |
|  | Other criteria as identified by the CTCs will be included on an as and when required basis.   |
| 17.03  | The System Solution offers the ability to report on encounters, activities and tasks (scheduled vs completed) or within a date range  |
| 17.04  | The System Solution offers the ability for listing of entire case load by provider including details for example Client demographic - geography, diagnosis for case, load planning etc.   |
| 17.05  | The System Solution offers the ability for a labels generator functionality within the system, which can be used to create custom search criteria (for Client files, requisitions, or other forms)  |
| 17.06  | The System Solution offers the ability for an Information Release form, completed with Client information   |
| 17.07  | The System Solution offers the ability for daily or specified timeframe work lists, by care provider, showing tasks to be performed by date and time  |
| 17.08  | The System Solution offers the ability to print entire audit trail, or by User  |
| <b>Productivity, Workload, and Utilization Reporting</b> |   |
| 18.01  | The System Solution offers the ability to calculate and report raw workload and average workload over a specified time period   |
| 18.02  | The System Solution offers the ability to produce reports by User-defined date range, service, or program, displaying specified fields, for example fields as identified below:   |
|  | <ul style="list-style-type: none"> <li>Activity code</li> <li>Discipline</li> <li>Specific Client</li> <li>Raw workload count (encounters or sessions)</li> <li>Time units</li> <li>Average workload per raw count (intensity)</li> <li>Variances over time</li> <li>New referrals and carry-overs</li> <li>Caseload per provider</li> <li>Hours by category (paid, worked, benefit, service recipient, non-service recipient)</li> <li>Productivity (actual, suggested, variance)</li> <li>Productivity ratios (service vs. non-service recipient hours, worked vs. paid hours)</li> </ul> |
|  | Other fields as identified by the CTCs will be included on an as and when required basis.   |
| 18.03  | The System Solution offers the ability to generate both prospective and retrospective workload reports by Client, provider, service, or program   |
| 18.04  | The System Solution offers the ability to enter Client related and non-Client related stats in the same screen to be used for reporting number of hours per week and per day  |
| 18.05  | The System Solution offers the ability to extract data into other formats (e.g., Excel) with little to no modification.   |
| <b>Client Management and Provincial Reporting</b>        |   |
| 19.01  | The System Solution offers the ability for all reports to be available on printed copy or viewable online   |
| 19.02  | The System Solution offers the ability for Users to be able to extract any report into different formats (e.g., Excel, PDF, text)   |
| 19.03  | The System Solution offers the ability to provide a list of referrals, sorted and selected by source  |

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| 19.04           | The System Solution offers the ability to print schedules by provider or program by specified criteria, for example criteria as identified below:  |
|                 | <ul style="list-style-type: none"> <li>· Day</li> </ul>  |
|                 | <ul style="list-style-type: none"> <li>· Week</li> </ul>   |
|                 | <ul style="list-style-type: none"> <li>· Month</li> </ul>  |
|                 | <ul style="list-style-type: none"> <li>· Specified date range</li> </ul>   |
|                 | <ul style="list-style-type: none"> <li>· Group/Event</li> </ul>  |
|                 | Other criteria as identified by the CTCs will be included on an as and when required basis.  |
| 19.05           | The System Solution offers the ability to print waiting list for a specific time slot  |
| 19.06           | The System Solution offers the ability to print wait list information by specified criteria, for example criteria as identified below:   |
|                 | <ul style="list-style-type: none"> <li>· Client</li> </ul>   |
|                 | <ul style="list-style-type: none"> <li>· Program</li> </ul>  |
|                 | <ul style="list-style-type: none"> <li>· Service</li> </ul>  |
|                 | <ul style="list-style-type: none"> <li>· Service Provider</li> </ul>   |
|                 | Other criteria as identified by the CTCs will be included on an as and when required basis.  |
| 19.07           | The System Solution offers the ability to print Mailing Lists by program and/or service, stage, stage status   |
| 19.08           | The System Solution offers the ability to print Client address labels for Mailing Lists  |
| 19.09           | The System Solution offers the ability to email/text appointment reminders to families   |
| 19.10           | The System Solution offers the ability to print appointment lists or reminders by specified criteria, for example criteria as identified below:  |
|                 | <ul style="list-style-type: none"> <li>· Client</li> </ul>   |
|                 | <ul style="list-style-type: none"> <li>· Program or service</li> </ul>   |
|                 | <ul style="list-style-type: none"> <li>· Individual provider</li> </ul>  |
|                 | <ul style="list-style-type: none"> <li>· Site/ Locations</li> </ul>  |
|                 | <ul style="list-style-type: none"> <li>· Timeframe</li> </ul>  |
|                 | Other criteria as identified by the CTCs will be included on an as and when required basis.  |
| 19.11           | The System Solution offers the ability to print daily, weekly, and monthly statistics for:   |
|                 | <ul style="list-style-type: none"> <li>· Admissions</li> </ul>   |
|                 | <ul style="list-style-type: none"> <li>· Carryovers</li> </ul>   |
|                 | <ul style="list-style-type: none"> <li>· Discharges</li> </ul>   |
|                 | <ul style="list-style-type: none"> <li>· Clients on waiting list at the specified date</li> </ul>  |
|                 | <ul style="list-style-type: none"> <li>· Referrals</li> </ul>  |
| 19.12           | The System Solution offers the ability to print Client case history, showing numbers of visits, services, providers, or any other fields as per User request   |
| 19.13           | The System Solution offers the ability to create and save reports to be run by all appropriate Users   |
| 19.14           | The System Solution offers the ability to print entire audit trail, or by User   |
| 19.15           | The System Solution offers the ability to respond to all mandated/legislated external reporting requirements as identified in RFP Part 2 - The Deliverables, section 2.2.3 - Provincial Compliance and Ministry Reporting                                    |
| <b>Auditing</b> |  |
| 20.01           | The System Solution offers the ability to provide proactive auditing functionality for e.g., Identification of access by therapists to files that have the same address or last name or are in another program or service where that therapist does not work |

|       |  |
|-------|--|
| 20.02 | The System Solution offers the ability to track any change that has been made in the Client record for e.g., if someone deletes a name, changes an address, adds a phone number, or adds consent to email notifications system should be able to track who made these changes. |
| 20.03 | The System Solution offers the ability to track access/changes to reports  |
| 20.04 | The System Solution offers the ability for auditing to be aligned with all the privacy requirements.   |

## B. OTHER ADDITIONAL FUNCTIONAL REQUIREMENTS

The functional requirements categorized as medium or low priority or not required at all CTC's are identified here as other additional requirements. These functionalities might be required by some CTC in future and the System Solution should be capable of providing these, the cost of providing these functionalities will be mutually discussed and agreed upon should these functionalities form part of "Statement of Work" at the time of CSA signing based on CTC requirement.

| #                 | Description  |
|-------------------|--|
| <b>General</b>    |  |
| 1.01              | The System Solution offers the ability to do Soundex search on name or alias   |
| 1.02              | The System Solution offers the ability to automatically populate fields based on previous registration                       |
| 1.03              | The System Solution offers the ability to auto populate fields based on other family member data linked via family ID        |
| 1.04              | The System Solution offers the ability to swipe an Ontario Health Card for validation  |
| 1.05              | The System Solution offers the ability to populate the database with information from the Ontario Health Card                |
| 1.06              | The System Solution offers the ability for field entry via dictation   |
| 1.07              | The System Solution offers the ability for field entry via touchscreen   |
| 1.08              | The System Solution offers the ability to conduct Insurance card scanning (OHIP/Private)                                     |
| 1.09              | The System Solution offers the ability for context-sensitive tips and help to End Users/ help buttons.                       |
| 1.10              | The System Solution offers the ability to see reminders and notes in a single location.                                      |
| <b>Referrals</b>  |  |
| 2.01              | The System Solution offers the ability to establish eligibility criteria and have the system use criteria to assign priority |
|                   | · Referral source contact info   |
|                   | · Comments field   |
| <b>Wait Lists</b> |  |
| 3.01              | The System Solution offers the ability to flag next wait listed prioritized Client, upon cancellation of an appointment      |
| <b>Scheduling</b> |  |
| 4.01              | The System Solution offers the ability to assign default resources by appointment type                                       |
| 4.02              | The System Solution offers the ability to define rules by appointment type (gaps between appointments, etc.)                 |
| 4.03              | The System Solution offers the ability to automatically suggest frequency of visits, depending on:                           |
|                   | · Age  |
|                   | · Available resources  |
|                   | · Diagnosis  |
|                   | · Service  |
| 4.04              | The System Solution offers the ability to identify service providers on vacation/leave and who is providing service coverage |

|   |   |
|---|---|
| 4.05  | The System Solution offers the ability to recall Client preferences for future bookings   |
| 4.06  | The System Solution offers the ability to flag, upon cancellation, that another Client is waiting for that time slot  |
| 4.07  | The System Solution offers the ability to allow Users to view equipment scheduling as well.   |
| <b>Care Planning</b>                                    |   |
| 5.01  | The System Solution offers the ability to search for a Client by diagnosis for which a specific intervention is required  |
| 5.02  | The System Solution offers the ability to print active goals by status / parent care plan as parent report (functionality no 3.2 in reporting)  |
| 5.03  | The System Solution offers the ability for a message centre within the Client record where providers can leave Client related messages for each other, to assist with coordination of care (e.g., Mom sick, Dad in court, etc.) |
| 5.04  | The System Solution offers the ability to launch protocol or policy from within care plan as appropriate  |
| <b>Care Provision</b>                                   |   |
| 6.01  | The System Solution offers the ability to alert to future concerns per care plan  |
| 6.02  | The System Solution offers the ability to create rules that suggest goals and outcomes based on specific responses to assessments   |
| 6.03  | The System Solution offers the ability to flag Users that new clinical documentation has been added, to be reviewed   |
| 6.04  | The System Solution offers the ability to flag Users for missing documentation  |
| 6.05  | The System Solution offers the ability to have multiple login session per User (work on multiple case files simultaneously)   |
| 6.06  | The System Solution offers the ability to multitask within the Client chart   |
| 6.07  | The System Solution offers the ability to identify which goals, interventions, or outcomes are "critical"   |
| 6.08  | The System Solution offers the ability to show variance from "critical" items only (planned vs. actual)   |
| 6.09  | The System Solution offers the ability for End Users to create "bookmarks" or "shortcuts" to workspaces and Clients that are regularly accessed.  |
| <b>Records Management</b>                               |   |
| 7.01  | The System Solution offers the ability to track paper record location   |
| 7.02  | The System Solution offers the ability to track sections of the paper record that could be in different locations   |
| 7.03  | The System Solution offers the ability for the use of barcode technology in the labeling and tracking of charts   |
| 7.04  | The System Solution offers the ability to track duration of deficiency  |
| <b>Assistive Devices Program</b>                        |   |
| 8.01  | The System Solution offers the ability to maintain an inventory of assistive devices  |
| 8.02  | The System Solution offers the ability to track maintenance status of each device   |
| 8.03  | The System Solution offers the ability to track devices by age to enable a replacement program  |
| <b>Productivity, Workload, and Utilization Tracking</b> |   |
| 9.01  | The System Solution offers the ability to use a billing module within the system  |
| 9.02  | The System Solution offers the ability to use a contract/Finance/ Fee for Service module within the system  |
| 9.03  | The System Solution offers the ability for service providers to send internal Client-specific notes and message to other providers.   |
| 9.04  | The System Solution offers the ability to track the use of interpreters and to reconcile with invoices.   |

| <b>Portal Access</b>                                     |  |
|--|--|
| 10.01  | The System Solution offers the ability to provide portal access to primary care physicians and others outside the centre |
| 10.02  | The System Solution offers the ability to include other information (Web links, centre updates) on portal home page      |
| <b>Reporting and Analytics Requirements</b>              |  |
| <b>General</b>   |  |
| 11.01  | The System Solution offers the ability to pull our reports from multi value fields                                       |
| 11.02  | The System Solution offers the ability to receive automated emails of the defined reports.                               |
| <b>Clinical Records Management Reporting</b>             |  |
| 12.01  | The System Solution offers the ability to produce User-defined and pre-formatted reminder letters to providers           |
| <b>Care Planning and Provision Reporting</b>             |  |
| 13.01  | The System Solution offers the ability to generate reports of variance between Client care plans and standard care plan  |
| <b>Productivity, Workload, and Utilization Reporting</b> |  |
| 14.01  | The System Solution offers the ability to produce monthly worksheet for editing purposes                                 |
| <b>Client Management and Provincial Reporting</b>        |  |
| 15.01  | The System Solution offers the ability to print face sheet for chart, containing demographic data in User-defined format |
| <b>Auditing</b>  |  |
| 16.01  | The System Solution offers the ability to have automated features to flag access to certain Clients                      |

**APPENDIX E – 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.

| <b>Supplier Reporting Requirements</b>  |                      |   |
|---|----------------------|---|
| <b>Reports</b>  | <b>Frequency</b>     | <b>Due Date</b>                         |
| <b><u>Integrated Reporting Template</u></b>   |                      |   |
| <b>1. Sales Report</b> including, but not limited to:<br>(a) Customer’s name;<br>(b) Invoice number and date;<br>(c) System Solution (Subscription Charges);<br>(d) Service description (including onetime implementation cost);<br>(e) Quantity purchased;<br>(f) Rate;<br>(g) Total Rate per Service/per diem;<br>(h) Savings (i.e. list Rate minus discount, net Rate, savings); and,<br>(i) Cost Recovery Fees and HST. | Monthly              | 8th Business Day                        |
| <b>2. CSA Status Report</b> including, but not limited to:<br>(a) The number of executed CSAs; and,<br>(b) CSAs pending execution.  |                      |   |
| <b>3. Optional Second Stage Report</b> including, but not limited to:<br>(a) Customer’s name;<br>(b) Reference number;<br>(c) Number of requests received and submitted;<br>(d) Resulting savings; and,<br>(e) Status (e.g. complete, due date to return to Customer).  |                      |   |
| <b><u>Performance Reporting</u></b>   |                      |   |
| <b>1. Key Performance Indicators (“KPIs”) Report</b> - As set out in Appendix F – Performance Management Scorecard  | Quarterly (calendar) | 8th Business Day following each quarter |
| <b><u>Other Reports:</u></b>  |                      |   |
| Specific Customer Reports - As requested (e.g., spend)  | As requested         | As requested                            |
| OECM Ad Hoc Reports - As requested and mutually agreed upon   | As requested         | As requested                            |

Final reporting requirements will be determined during negotiations.

## APPENDIX F – PERFORMANCE MANAGEMENT SCORECARD

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

Supplier performance means that the Supplier meets or exceeds the performance requirements described below or as mutually agreed upon during negotiations and adheres to all the other contractual requirements.

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

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

Reporting, as described in Appendix E – 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, OECEM provides Customers a thorough understanding of the Master Agreement aiding the adoption of the Master Agreement.

By providing the reports, OECEM is able to analyze and maintain the integrity of the Master Agreement and ensure that our core principles of Savings, Choice and Service are communicated to the Customer community.

Failure to provide accurate reports by the deadline may be deemed as poor performance and will reflect on the Suppliers Performance Management Scorecard.

During the Term, the Supplier shall collect and report the agreed upon performance measures as requested by OECEM. The Performance Management Scorecard and other performance indicators will be used to measure the Supplier's performance throughout the Term, ensuring Customers receive Services deemed acceptable and delivered on time. The Supplier's performance score will be considered when OECEM 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 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.

The key performance indicators ("KPIs") include but are not limited to the following:

| <b>Supplier Performance Measures</b> |                                     |                         |                  |
|--------------------------------------|-------------------------------------|-------------------------|------------------|
| <b>Key Performance Indicator</b>     | <b>Performance Measurement</b>      | <b>Performance Goal</b> | <b>Penalties</b> |
| For SaaS based System Solution       |                                     |                         |                  |
| Service Availability                 | Overall availability of the Service | 99.6% minimum           |                  |

| <b>Supplier Performance Measures</b>              |   |                               |                                |
|---|---|-------------------------------|--------------------------------|
| <b>Key Performance Indicator</b>                  | <b>Performance Measurement</b>  | <b>Performance Goal</b>       | <b>Penalties</b>               |
| Time to Restore                                   | Time to restore the functionality of systems, including mainframe and servers.  | One hour, 98% of the time     | As per Customer's requirements |
| System Downtime – Unscheduled                     | The amount of time that the system has an unscheduled downtime;   | No more than 1 hour per month |                                |
| Disaster Recovery                                 | Ability to recover the systems in the event of a disaster, with all systems functional and effectively working.   | 2 to 8 hours                  |                                |
| Timeliness Backup                                 | Percentage of time that the backups are performed on time and free from errors and omissions.   | 99.9% minimum                 |                                |
| Service Desk Availability                         | Response time by a service desk agent to an inquiry received via phone, email, web site, or fax during the business hours (7 days per week, 12 months per year) | 99.9% minimum                 |                                |
| <b>OECM Evaluation of Supplier's Performances</b> |   |                               |                                |
| <b>Key Performance Indicator</b>                  | <b>Performance Measurement</b>  | <b>Performance Goal</b>       |                                |
| Integrated Reporting Template Remittance          | On time   | 98% of the time               |                                |
| Cost Recovery Fee Payment Remittance              | Day of  | 98% of the time               |                                |
| Response Time to OECM Inquiries                   | 24 Hours  | 98% of the time               |                                |

During the business review meetings, OECM will review the KPIs and Supplier Recognition Program results with the Supplier.

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

A 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 Customer-Supplier Agreement. Additional penalties for failure to meet or rewards for exceeding the Master Agreement and/or Customer-Supplier Agreement requirements may be mutually agreed upon between the Customer and the Supplier, at the time of Customer-Supplier Agreement execution. Any penalty and/or reward shall be reported to OECM.

## APPENDIX G - CODE OF CONDUCT

The Supplier will take every measure to comply with OECEM'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 OECEM's Customers as mutually agreed upon between the Customer and Supplier. OECEM's core values 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 Products to OECEM 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 OECEM, and only use this information as part of their business relations with OECEM;
- (d) Comply with intellectual property rights relating to the Products provided to OECEM and its Customers;
- (e) Never place an OECEM 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 OECEM; and,
- (g) Disclose to OECEM any behaviour deemed unethical on the part of an OECEM 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 are provided to OECEM 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 OECEM employees and Customers. The Supplier must avoid situations that may adversely influence their business relationship with OECEM or can be directly or indirectly perceived as a conflict of interest and interfere with the provision of the Products to OECEM or its Customers. The Supplier must disclose any actual or potential conflicts of interest promptly to OECEM;
- (c) Never offer to OECEM 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 OECEM's employees' ability to make business decisions in the best interest of OECEM and its Customers. If a Supplier is unsure whether a gift or entertainment offer to an OECEM employee complies with OECEM'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 OECEM 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 Products are identified and approved by the Customer and monitored to ensure compliancy with contractual obligations and adherence to OECEM'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 Products by the Supplier to OECEM 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/oecm-advantage/our-Supplier-partners/Supplier-code-of-conduct>.

**APPENDIX H – EKO MEMBERS IN ONTARIO**

| <b>#</b> | <b>Location</b>  | <b>Children Treatment Center "CTC"</b>                      |
|----------|------------------|---|
| 1        | Chatham          | Children's Treatment Centre of Chatham-Kent                 |
| 2        | Simcoe York      | Children's Treatment Network                                |
| 3        | Ottawa           | Children's Hospital of Eastern Ontario                      |
| 4        | Timmins          | Cochrane Temiskaming Children's Treatment Centre            |
| 5        | Mississauga      | Erin oak Kids Centre for Treatment and Development          |
| 6        | Peterborough     | Five Counties Children's Centre                             |
| 7        | Thunder Bay      | George Jeffrey Children's Centre                            |
| 8        | Oshawa           | Grandview Kids  |
| 9        | Sudbury          | NEO Kids Children's Treatment Centre, Health Sciences North |
| 10       | Toronto          | Holland Bloorview Kids Rehabilitation Hospital              |
| 11       | Windsor          | John McGivney Children's Centre                             |
| 12       | Waterloo         | KidsAbility Centre for Child Development                    |
| 13       | Kingston         | KidsInclusive Centre for Child and Youth Development        |
| 14       | Brantford        | Lansdowne Children's Centre                                 |
| 15       | Niagara          | Niagara Children's Centre                                   |
| 16       | North Bay        | One Kids Place/La Place Des Enfants                         |
| 17       | Sarnia           | Pathways Health Centre for Children                         |
| 18       | Belleville       | Quinte Children's Treatment Centre                          |
| 19       | Hamilton         | Ron Joyce Health Centre                                     |
| 20       | London           | TVCC  |
| 21       | Sault Ste. Marie | THRIVE Child Development Centre                             |
| 22       | Kenora           | Firefly   |
| 23       | Sioux            | Sioux Lookout First Nations Health Authority                |
| 24       | Durham           | Resources for Exceptional Children & Youth                  |
| 25       | Richmond Hill    | Centre for Behavior Health Sciences (Mackenzie Health)      |
| 26       | Whitby           | Lake Ridge Community Support Services                       |

**APPENDIX I – OEM AUTHORIZED RESELLER LETTER**