UNIFORMS & CLOTHING SOURCING INITIATIVE

REQUEST FOR PROPOSAL

ONTARIO EDUCATION COLLABORATIVE MARKETPLACE

SHALL NOT BE OBLIGATED IN ANY MANNER TO ANY SUPPLIER WHATSOEVER
UNTIL A WRITTEN AGREEMENT HAS BEEN DULY EXECUTED WITH A SUPPLIER

Issued by: Ontario Education Collaborative Marketplace

Issue Date: Monday, November 15, 2010

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1 PART 1 – INTRODUCTION

1.1 OECM Background
The Ontario Education Collaborative Marketplace (“OECM”) was incorporated in 2006 as a not-for-profit entity to support publicly funded education in Ontario by enabling opportunities for savings of time and money for reinvestment in core academic activities. Services being provided to support this mandate include collaborative strategic sourcing and implementation of supporting procurement and sourcing tools to help process improvement in Ontario School Boards, Colleges and Universities (“Clients”).

OECM will recover its operating costs through a Supplier collected and remitted Cost Recovery Fee which is based on a small percentage of sales, billed by the Supplier to Clients of OECM’s competitively sourced agreements.

1.2 Invitation to Proponents
This Request for Proposals (“RFP”) is issued by OECM on behalf of the Clients. This RFP is an invitation to prospective Proponents to submit Proposals for the provision of Uniforms and Clothing products (“Products”) and related Services.

OECM’s and the Clients’ objectives are to establish Product Agreements with multiple Suppliers as the result of this RFP process.

The award of the above mentioned Products Agreements is intended to be made on a Province-wide basis across the Zones identified under Appendix J – Regional Zones, of this RFP.

Details on the above will be further described under Part 2 – The Deliverables (the “Deliverables”) section of this RFP.

1.3 Type of Contract for Deliverables
The successful Proponent (s) will be required to enter into an agreement (the “Agreement”) with OECM for the provision of the Deliverables in the form of Agreement attached under Appendix A – Form of Agreement, of this RFP. Successful Proponent(s) will enter into the Agreement either for Group A – Employee Uniforms or Group B – Chef Uniforms or both.

The term of the Agreement is for a period of three (3) years with an option, in favour of OECM, to extend the Agreement on the same terms and conditions for up to a maximum of one (1) year.

A Proponent who submits conditions, options, variations, or contingent statements to the terms set out in Appendix A – Form of Agreement, either as part of its Proposal or after receiving notice of selection, may be disqualified.

1.4 No Guarantee of Volume of Work or Exclusivity of Contract
OECM and the Clients make no guarantee of the value or volume of the Products or Services assigned to the successful Proponent(s). The Agreements to be executed with the successful Proponent(s) will not be an exclusive contract for the provision of the described Products or Services. OECM and/or the Clients may contract with others suppliers for the same or similar
Products or Services to those described in this RFP, as required in the best interest of OECM and/or the Clients.

OECM or the Clients will determine, at their own discretion, the purchase volume and frequency of the Products and/or Services from the Supplier(s) throughout the term of the Agreement.

1.5 **Volume Estimates**

Although there are no volume guarantees, OECM and the Clients anticipate additional purchases of Products annually throughout the duration of the contract period. The current annual volume estimates for Products is provided in Appendix L – Product Purchase Forecast.

1.6 **Broader Public Sector**

In addition, it is OECM’s intent to extend all Agreements established as the result of this RFP, to all Ontario Broader Public Sector (“BPS”) entities. BPS entities, at their own discretion, will execute a Client Supplier Agreement (“CSA”) as attached Appendix A – Form of Agreement, to procure the Products and/or Services to be provided under the Agreement.

1.7 **Definitions**

Unless otherwise specified in this RFP, capitalized words and phrases have the meaning set out below.

“**Agreement**” means a complete set of contractual documents including:
- Master Agreement (Appendix A – Form of Agreement) – OECM will execute the Master Agreement with each selected Proponent, and
- Client-Supplier Agreement (Appendix A – Form of Agreement) – which each Client will execute with the selected Proponent(s) upon completion of the Master Agreement;

“**Clients**” means the Ontario School Boards, Colleges, Universities and other BPS entities that may purchase the Products or Services under the resulting agreement;

“**Cost Recovery Fee**” means a fee which is based on the before tax amount billed by the Supplier to Clients for products and services acquired through OECMs competitively sourced agreements. This fee is collected and remitted by the contracted Supplier(s) to OECM monthly and contributes to the recovery of OECM operating costs as a not for profit corporation;

“**CSA**” means the Client Supplier Agreement, a schedule attached to the Master Agreement, which is executed between Clients and Supplier(s) for the purchase of the Product and/or Services;

“**Deliverables**” means all Products and Services deliverables stipulated under Part 2 – The Deliverables;

“**Embroidery**” means directly attaching the Clients’ logo and/or board name through the process of embroidering and/or silk screening onto the Uniform item as specified by the Client;

“**Group A – Employee Uniforms**” means Employee Uniforms to be used for various functional areas (custodial, maintenance, facilities etc.) for Clients as outlined in Appendix G - Product Specifications and Bid Sheet, and Part 2 - Deliverables of this RFP;
“Group B – Chef Uniforms” means Chef Uniforms / Garments to be used for Clients as outlined in Appendix G - Product Specifications and Bid Sheet, and Part 2 - Deliverables of this RFP

“OECM” means the Ontario Education Collaborative Marketplace;

“Products” include all uniform and clothing items as described in Appendix G - Product Specifications and Bid Sheet, and Part 2 - Deliverables of this RFP specified in the RFP or required under the Agreement;

“Proponent” means the single legal entity that submitted a Proposal;

“Proposal” means the submission of a response to this RFP including any supporting or supplementary information provided by a Proponent at the request of the OECM for purposes of clarification and/or validation as part of the evaluation of the submission;

“Return To Vendor Warranty” means the Supplier policy which outlines the process for returning a defective/wrong product to the Supplier and receiving a dollar credit or replacement product;

“Request for Proposal” or “RFP” means the Request for Proposal having the reference number OECM-2010-125, issued by OECM for the Products and Services, all Appendices and Schedules and any addenda thereto;

“Services” mean all Services which are required to be made available by or through the Supplier under the Agreement;

“Service Levels” means the performance metrics or standards required to be met by the Supplier with respect to any Deliverables to be provided pursuant to the Agreement;

“Service Level Management” means the processes associated with the identification, definition and documentation of Service Levels and implementation and management of the Services to the Service Levels;

“Supplier” means the successful Proponent(s) who has entered into an Agreement with OECM and/or the Clients for the provision of Products and Services pursuant to the Agreement as outlined in Appendix A – Form of Agreement;

“Warranty Period” means any period of time for which any Deliverables are warranted to comply with the Specifications. The length of the Warranty Period shall be as set out in the Schedule of the Agreement, but in the case, if no such period is specified, the Warranty Period will be the standard period specified as part of the Proponent(s) warranty that is provided with the products or services;

“Zones” means the boundaries as outlined under Appendix J – Regional Zones, within the Province of Ontario, for the purposes of establishing contracts with successful Proponent resulting from this RFP.

1.8 RFP Contact

OECM Contact: Nadeem Abbasi
Email: nadeem.abbasi@oecm.ca
[End of Part 1]
2 PART 2 – THE DELIVERABLES

2.1 Introduction

A Proponent may submit a proposal as a response to this RFP to either one or both of the Group of Products stipulated in this Part 2 of the RFP (Group A – Employee Uniforms and/or Group B – Chef Uniforms). A Proponent must respond to each Group completely.

By submission of a Proposal in response to this RFP, the Proponent is agreeing to all the requirements to provide the applicable Deliverables identified in this Part 2 at the prices identified in the Proponent’s Proposal. Any of the following deliverables not identified by the specific group of Uniforms (Group A or B) applies to both groups.

2.2 Scope of Deliverables

The Deliverables in this Part 2 are set up in multiple parts:

- Group A – Employee Uniforms ; and
- Group B – Chef Uniforms

The table below highlights the categories in scope for each Group of products. Detailed specifications and requirements for each Group of Products are set forth under Appendix G – Product Specifications and Bid Sheet respectively.

<table>
<thead>
<tr>
<th>Group A – Employee Uniforms</th>
<th>Group B – Chef Uniforms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Uniforms to be used for various functional areas (custodial, maintenance, facilities etc.) for Clients as outlined in Appendix G - Product Specifications and Bid Sheet of this RFP</td>
<td>Chef Uniforms/ Garments to be used for Clients as outlined in Appendix G - Product Specifications and Bid Sheet of this RFP</td>
</tr>
</tbody>
</table>

2.2.1 Proponent(s) for Products & Services

Proponent shall adhere to the following objective when responding to this RFP.

OECM and the Clients’ objectives are to establish OECM pricing and Product Agreements with multiple Suppliers as the result of this RFP process:
RFP & Agreement Structure

CLIENT
School Boards, Colleges, Universities (SCUs)

SCUs Enters into CSA with one or more awarded Suppliers

OECM
Agreement on Products with Suppliers

Agreement for Products

RFP – Group A, and B

PRODUCTS
[Employee Uniforms, Chef Uniforms]

Response from:
Proponents

RFP Submission
(Example)

Employee Uniforms

Chef Uniforms

Proponents must propose pricing for a minimum of one or more Group of products in complete.

OECM Suppliers Extend Pricing to Clients (SCUs)
Proponent must submit a bid response to either one or both of the groups in this Part 2 – The Deliverables of the RFP (Group A – School Uniforms and/or Group B – Chef Uniforms) in order to be considered and evaluated to contract and sell directly to Clients.

2.3 Proponent(s) for Group A – Employee Uniforms

Any Proponent that satisfies and complies with the requirements under this RFP may submit a Proposal to Group A – Employee Uniforms.

1. Proponent should describe their program/ordering management process in detail as a response to this requirement for Employee Uniforms. Example of such a system/process would be a voucher system managed by the Proponent. A Supplier managed voucher system is desirable but not a must...a similar process could also be suggested. An example of a voucher would be a one page 2 sided voucher that can be issued to the Clients' employees for use when requesting any garment listed on that voucher. The back side of the voucher would show the addresses of the Supplier’s key locations.

Proponent should also suggest if they can offer a Smart Card for each employee of the Client who requires Employee Uniforms. A Smart Card would be a replacement for a voucher or similar system. The employee would take the Smart Card to the Suppliers' store location and use the card to purchase the uniform item(s). Each Smart Card would be numbered and the card would contain the following information: Employee name, number, full list of Employee Uniforms items, internal cost centre and GL# as well as a dollar value. Both voucher/similar system or Smart Card would have following conditions:

- Employee must present photo identifications
- All items must have institutions approved logos as required
- No substitutions will be allowed from the program
- Any items (s) returned will be credited to the institution’s account
- Voucher/similar system or Smart Card can not be redeemed for cash value;

2. Proponent would be required to provide a delivery network that covers all of the Institutions as outlined in the Appendix J – Regional Zones and Clients. Please describe your delivery network to service the requirements of this RFP. Please provide list of your store locations that will carry the Products;

3. Proponent would be required to provide an ordering process for the Clients' employees including a size measurement process (preferred at a store location) for employees to order the correct size of uniform/garment items. This process should accommodate employees to try out garment for fit and size. Proponent would be required to carry sufficient product samples to meet the needs of the employees for fit and size trials;

4. Surcharge Per Garment for Oversize

There will be no additional charge for any oversized garment.
5. **Direct Embroidery of Institutions Logo etc.**

The Supplier will be responsible for the direct embroidering and/or silk screening of the Clients’ logo and board name onto the Employee Uniform item as specified by the Client. Specific Logo details to be determined during the signing of the CSA Agreement between the specific Client and the Supplier.

6. **New Hires and Miscellaneous Orders**

Additional quantities will be required throughout the year during the life of the Agreement for new hires and miscellaneous orders. Measurements will be done on an “as, if and when required basis” at the Supplier storefront(s) acceptable to the Clients at no additional cost to the Client.

For additional miscellaneous orders throughout the remainder of the term of the Agreement, the Supplier shall carry sufficient stock on hand to guarantee delivery within ten (10) working days.

For backorders, Supplier will be required to provide the product(s) at no extra charge if shipping is required to work location.

7. **Monthly Reports**

The Supplier will be required to submit Monthly itemized computer generated product usage reports to the OECM and the Clients detailing each and all items purchased under the Agreement.

Such reports shall be presented by the 15th of the month following each quarter, in a format acceptable to OECM and the Clients and include, as a minimum, a list of:

- Item number awarded (where indicated herein)
- Description of each item
- Quantity purchased of each item for this report period and year-to-date
- Extended dollar value for each item for this report period and year-to-date
- Total extended dollar value for this report period and year-to-date.

8. **Invoice to either accompany shipments (when orders are placed by the Client directly) or sent to the Client (when orders are placed by the employees). If there is a specific process for invoice processing required by a particular Client, Supplier is to accommodate accordingly;**

9. **Manufactured with high standards and good labour practices;**
10. Prices will be same for all required colours for a specific Uniform item. Required colours mean colour shades as required by the Client for a specific Uniform item, which are either currently used by the Client or commonly available in the marketplace. There will be no additional charges for any darker shades of a colour. Specific colour selection/detail for each of the Uniform items to be worked out during the signing of the CSA Agreement between the specific Client and the Supplier;

11. Other Requirements:

   a. Please list the key contacts that would be involved in the OECM account. Provide a brief description of their industry specific qualifications and a description of what roles they will have in managing this account;

   b. Please provide a detailed implementation plan, describing how you can ensure a smooth transition from our current supplier to yourselves within a reasonable timeline. Until the transition is complete, the Client will be allowed to still buy from the current supplier on as needed basis;

   c. Provide your standard lead time on products;

   d. Provide the country of origin for the items required in this RFP;

   e. Explain your company’s relationship with the manufacturer(s) where items are produced;

   f. Explain your program for ensuring a socially compliant/acceptable workforce;

   g. Describe your company’s quality control standards and procedures to assure product quality;

   h. What are your timelines/lead times for special orders (sizes outside normal range);

   i. Describe your company’s “rush” orders process;

   j. Please describe your French and English bilingual capability;

   k. Describe your return policy;

   l. Describe your company’s capabilities to design and maintain an online catalogue;

   m. What are your Key Performance Indicators and how would you communicate this information?

   n. Please identify the following service levels for your company:

      o Shipment accuracy ________% 
      o Order fill rates of ________% 
      o Invoice error rate_______% 

   o. Describe your inventory management capabilities. Describe your ability to maintain sufficient inventory to assure good service and prompt delivery.
2.4 Proponent(s) for Group B – Chef Uniforms

Any Proponent that satisfies and complies with the requirements under this RFP may submit a Proposal to Group B – Chef Uniforms, which are;

Chef jackets, chef pants, aprons, bar wipe towels, chef side towels, neckerchiefs, and chef hats and other items as listed/described in Appendix G – Product Specifications and Bid Sheet under Group B – Chef Uniforms. These items are required throughout the academic year but in particular in large quantity in September and January. Specific details of each item are provided in Appendix G – Product Specifications and Bid Sheet. The Supplier will be required to provide sales personnel, at no charge to the college to promote the items during specific days (no more than two weeks per year) in certain months of the year based on the Client needs (example: September and January). Schedule for the Supplier to promote the items is to be determined by the Client. The specific purchase orders would be placed by the Clients (or Client’s Campus Store Buyer) on an as required basis throughout the year.

1. The Supplier will provide the list of product as per Appendix G – Product Specifications and Bid Sheet under Group B – Chef Uniforms, and pay for all shipping costs;
2. Either Client or the Supplier will provide the SKUs and the Client will provide the specific Logo art work;
3. The Supplier to start shipping as per order placed by the Clients (or Client’s Campus Stores Buyer) as need arises with no minimum on shipments and Products should be in stock at all times;
4. Any specific delivery requirement(s) outside the normal lead time of stock items by the Supplier to be determined during signing of the CSA Agreement between the specific Client and the Supplier including but not limited to any compensation for late delivery;
5. All products to be labelled: bar code, SKUs (either provided by the Client or the Supplier), and description - compensation of 5% per product not properly labelled (bar code needs to be scanable);
6. No restrictions on minimum or maximum size of orders;
7. The ability to return all defective products for full credit-shipping paid by the Supplier;
8. The ability to change material specifications on an annual basis as required by the Clients;
9. The Supplier will be responsible for the direct embroidering of the Clients’ logo and board name onto the Chef Uniform items as specified by the Client. Logo details to be determined during signing of the CSA Agreement between the specific Client and the Supplier.
10. Vendor to be on site (minimum two sales people) at no charge to the Clients for September and January orientations;
11. Invoice to accompany shipments;
12. Manufactured with high standards and good labour practices;
13. Prices will be same for all required colours for a specific Uniform item. Required colours mean colour shades as required by the Client for a specific Uniform item, which are either currently used by the Client or commonly available in the marketplace. There will be no
additional charges for any darker shades of a colour. Specific colour selection/detail for each of the Uniform items to be worked out during the signing of the CSA Agreement between the specific Client and the Supplier;

14. Other Requirements:

a. Please list the key contacts that would be involved in the OECM account. Provide a brief description of their industry specific qualifications and a description of what roles they will have in managing this account;
b. Please provide a detailed implementation plan, describing how you can ensure a smooth transition from our current supplier to yourselves within a reasonable timeline. Until the transition is complete, the Client will be allowed to still buy from the current supplier on as needed basis;
c. Provide the country of origin for the items required in this RFP;
d. Explain your company’s relationship with the manufacturer(s) where items are produced;
e. Explain your program for ensuring a socially compliant/acceptable workforce;
f. Describe your company’s quality control standards and procedures to assure product quality;
g. What are your timelines/lead times for special orders (sizes outside normal range);
h. Describe your company’s “rush” orders process;
i. Please describe your French and English bilingual capability;
j. Describe your company’s capabilities to design and maintain an online catalogue;
k. What are your Key Performance Indicators and how would you communicate this information?;
l. Please identify the following service levels for your company:
   - Shipment accuracy ________%
   - Order fill rates of ________%
   - Invoice error rate ________ %
m. Describe your inventory management capabilities. Describe your ability to maintain sufficient inventory to assure good service and prompt delivery.

2.5 Provision of Deliverables throughout the Province of Ontario

The selected Proponent(s) shall provide the Products and/or Services required under the resulting Agreement at any location within the awarded Zone(s) as may be further specified by OECM or the Clients from time to time during the term of the Agreement.

2.6 Product Samples (For RFP Evaluation Process)

Proponent is required to submit the following as part of RFP proposal:

- Detail product catalogue with sample fabric swatches and pictures of the uniform items proposed;
• Provide an assortment of uniform samples (at least 20 garment items) without any cost to OECM. Assortment should be a good representation of the related uniform category. The Proponent acknowledges and agrees that OECM will use these samples for testing purposes and samples will not be returned to the Proponent.

2.7 Environmental Stewardship

Publicly funded Ontario School Boards, Colleges and Universities (SCUs) and other PBS entities are committed to the advancement of environmentally sound management practices, and support the reduction of Greenhouse Gases.

Proponent should submit the following information in their Proposal:

1. Specifications and detailed information that describe the environmental attributes of each finished product, and extraction of raw materials.
2. Information in regards to re-usability of any products supplied or used in providing services.
3. Any initiative taken by the Proponent to minimize the amount and weight of packaging used for any products supplied or used in providing services.
4. Information on the ability to recycle any packaging and products supplied or used in providing services and other information on recycling.
5. The overall environmental effect of any products and packaging supplied, or any service delivered, including, but not limited to:
   (i) whether the products or services are certified under Canada’s Environmental Choice Program, Energy Star Program, GreenGuard or any other “eco-labelling” program;
   (ii) whether the Proponent is ISO14001 certified;
   (iv) a summary of the environmental initiatives undertaken by the Proponent.

6. Proponents are encouraged to offer other environmentally positive value added services such as the disposal of surplus Products.

7. The removal of all product packaging material upon delivery, and the appropriate disposal of materials is a requirement of this RFP. Proponents are to indicate agreement with this requirement in their Proposal.

2.8 Proof of Insurance

By signing the Offer Form, the Proponent agrees, if selected, to carry insurance as outlined in Article 7 of Appendix A – Form of Agreement. The proponent must provide proof of such insurance coverage in the form of a valid certificate of insurance prior of execution of the Agreement by OECM.

2.9 Proof of W.S.I.A. Coverage

If the Proponent is subject to the Workplace Safety and Insurance Act (WSIA), it shall provide a copy of the valid clearance certificate of WSIA coverage and submit as <Exhibit – Proof of WSIA Coverage> in the Proposal.
2.9.1 Current References

The Proponent is requested to list and provide a brief description of three current or recently completed contracts which are comparable to the proposed supply and service contract and which demonstrate relevant capabilities of their company. Contracts with educational institutions and/or public sector should be selected whenever possible. For each contract listed, provide the information detailed in the following form.

OECEM may contact those named below to verify the Proponent’s experience and to assess the Proponent’s ability to carry out the Work (attach sheet if more space needed).

OECEM reserves the right to ask for and check additional references if deemed necessary.

<table>
<thead>
<tr>
<th>Description of Contract</th>
<th>Company Name, Address &amp; Phone Number</th>
<th>Contact Name &amp; Phone Number (for reference purposes)</th>
<th>Period of Contract</th>
<th>Approx. $ Annual Value</th>
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2.10 Most Favoured Pricing

The successful Proponent(s) shall ensure that the prices, terms and conditions viewed collectively pursuant to this RFP will align at all times to be at least as favourable as the prices terms and conditions viewed collectively made available by the Supplier to any comparable customers carrying on business in a similar market for purchases of comparable mix of products at similar or lower annual volumes for similar use.

2.11 Harmonized Sales Tax (HST) Information

Please provide in the space below Proponent’s HST Registration Number. Please note that all invoices provided to OECEM or the Institutions must show the HST Registration Number and show HST on a separate line.

HST number __________________________

2.12 General Product Requirements

By submitting a Proposal to this Group A – Employee Uniforms Requirements and/or Group B – Chef Uniforms Requirements, the Proponent is declaring its compliance to the requirements
below. Each Proponent selected as a result of this RFP shall become a Supplier responsible for providing the following:

1. The Supplier shall have the capacity to provide one or more categories of Uniforms and Clothing items requested under Appendix G – Product Specifications and Bid Sheet of this RFP;

2. The Supplier shall provide Products that:
   a. Meet or exceed the minimum specifications provided for each of the Product Groups on under Appendix G - Product Specifications and Bid Sheet of this RFP. Proponent(s) is not required to bid on the Product category (Group A or Group B) it does not carry;
   b. Are available across the Province of Ontario;
   c. Are fully supported by the Manufacturer's/Distributor's warranty for workmanship and performance, as may be applicable;
   d. Come with a Return To Vendor Warranty;
   g. OECM reserves the right to update Appendix G – Product Specifications and Bid Sheet at the end of each twelve (12) month period. The Supplier shall work with OECM to establish the new Products offerings and prices for the new Products which will suit OECM and the Clients’ then current needs; and
   h. OECM and the Clients reserve the right to request additional uniform/clothing item(s) within the specific uniform category to meet the changing business requirements of the Clients. The Supplier will be required to accommodate reasonable additional volume/new items requirements.

3. All Products including the replacements thereof to be supplied under this RFP shall be “new”, in that they shall not include used items/material, and all such Products shall be manufactured in accordance with the specifications and be eligible for Warranty;

4. The Supplier shall ensure that in the event a proposed Product is unavailable and a replacement is proposed, the new replacement Product shall, as a minimum, have equal or greater functional capabilities/specifications, than those of the unavailable Product at the same or better price;

5. In the event that any of the Supplier’s contracted Products are discontinued during the initial twelve (12) months of the contract period, the Supplier shall provide a replacement Product at the same or better price which meets or exceeds the minimum specifications identified in Appendix G – Product Specifications for evaluation and subject to final acceptance from OECM and Clients;

6. The Supplier shall provide OECM and the Clients with a minimum of ninety (90) days advance written notification prior to any Products being discontinued. Should the Supplier fail to provide ninety (90) days advance written notification to OECM and the Clients, the Supplier shall continue to provide the newer Products, which meet or exceed the minimum specifications, and at the same price as the discontinued Products, for orders that take place within the ninety (90) day period;

7. The Proponent is required to propose a pricing structure for the Products which include a three percent (3%) Cost Recovery Fee for OECM. This fee, based on before tax sales billed by the Supplier to OECM Clients, will be reconciled and remitted monthly by the contracted Supplier(s) to OECM;
8. The Supplier agrees to offer a special discount to all other Products which are outside of scope of the Supplier’s proposed Products under Appendix G of this RFP. The special discount shall be quoted by categories and calculated based on the Supplier’s published pricing.

2.12.1 Products Samples

Upon request by the OECM or The Clients, the Supplier (once selected) agrees to supply Products for review and reference under the following conditions:

- Supply at no cost up to a maximum of one (1) of each uniform item of the OECM or the Clients’ choice. The OECM or the Clients will be selecting the uniform item from the then current Products list available in the Agreement. The Proponent acknowledges and agrees that the OECM or the Clients in the testing of the samples may consume such samples.

2.12.2 Price Reduction

Should the Supplier reduce the price of any Products, the Supplier shall extend the same price reduction to OECM and the Clients. Otherwise, prices will be fixed for the term of the Agreement.

2.12.3 Value Added Staff/Student Discount Program

If available, the Supplier has an option to offer a special discount program for the Clients’ staff and students (“Staff/Student Discount Program”) and submit as <Exhibit E – Staff/Student Discount Program> in the Proposal.

There is no product specification or limitation in the Staff/Student Discount Program. This is a value added promotional offer for Clients’ staff and students. The Supplier shall clearly specify the ordering and payment process along with the corresponding contact information under Exhibit E.

This Staff/Student Discount Program will not be a part of the contract resulting from this RFP. OECM and the Clients will not be responsible for any of the order processing, invoicing, or payments relating to the Staff/Student Discount Program.

This is for information only and will be not be evaluated as part of the Proponent offerings.

2.12.4 Reporting

The Supplier shall be responsible to provide reports to OECM and the Clients as required under this section. These report requirements may be subject to change or amendment by OECM in collaboration with the Clients over the term of the Agreement.

Failure to provide timely, accurate, and complete reports with supporting documents is a breach of the reporting obligation of the Supplier.

2.12.4.1 Monthly Reports

The Supplier must provide monthly electronic reports to OECM. OECM will provide the Supplier with a template, which will be in Microsoft Excel format, along with instructions.
Such reports shall be presented by the 15th of the month following each monthly and include, as a minimum, the following:

a) Item number awarded (where indicated herein)

b) Description of each item

c) Quantity purchased of each item for this report period and year-to-date

d) Extended dollar value for each item for this report period and year-to-date

e) Total extended dollar value for this report period and year-to-date

Please review Appendix I for further details on monthly reports.

2.13 Account Management and Administration

This Section applies to all Proponents.

2.13.1 Executive Sponsor

The Suppliers shall assign a senior executive as the Executive Sponsor to oversee the Deliverables provided by the Suppliers and to be available to OECM and Clients’ senior executive for periodic reviews and problem escalation.

Please provide the name and contact details of the Executive Sponsor you propose for this RFP.

2.13.2 Services Manager

1. The Suppliers shall assign individual(s) as Services Manager(s). The Services Manager(s) shall be the Suppliers’ individual(s) responsible for administering the Agreement on behalf of the Suppliers, and shall be responsible for day to day contact with OECM and the Clients in fulfilling the Suppliers’ obligations under the Agreement.

2. The duties of the Suppliers’ Services Manager(s) shall include, without limitation:
   a. In collaboration with OECM, engage Clients and guide Clients through OECM’s Clients sign-up process. Details of the Clients Sign-up Process will be provided to the successful Suppliers;
   b. Resolution of any and all issues arising under the Agreement;
   c. Participation in meetings with OECM and the Clients;
   d. Services management;
   e. Customer relationship management; and
   f. Meeting logistical requirements for performance of the Deliverables.

3. The Suppliers’ Services Manager(s) shall have full authority to represent the Suppliers throughout the continuance of the Agreement and shall be available for day to day contact with OECM and the Client.

Please provide the name and contact details of the Services Manager you propose for this RFP.
2.13.3 Meetings

1. The Suppliers’ Services Manager(s) shall, if required by OECM, participate in account management meetings with the OECM and the Clients representatives to review Suppliers performance with respect to the Products and Services. The agenda items for such meetings may include:
   a. Review of Services;
   b. Review Products problems and complaints;
   c. Cost estimates for new or additional Products as-required by OECM or the Clients initiatives; and

2. Unless otherwise agreed upon, meetings shall be face to face and held at the location specified by the OECM and the Client.

2.14 Ethical Apparel Purchasing Policies

The Supplier must comply with any purchasing policies of a Client, such as, but not limited to, an Ethical Apparel Purchasing Policy if one is in effect. If a Client has any policies which must be adhered to by a Supplier, the Supplier will be given copies of the polices to review to ensure it can comply with them before the Supplier is required to sign a Client-Supplier Agreement with the Client.

[End of Part 2]
3  PART 3 - EVALUATION OF PROPOSALS

Proponent Proposal will be evaluated on the overall ability to meet/exceed the requirements as set out in this RFP and to do so at the lowest total cost possible.

BY RESPONDING TO THIS RFP, THE PROPONENT AGREES TO ACCEPT THE DECISION OF THE EVALUATION TEAM AS FINAL.

3.1  Evaluation Process

The Evaluation Team will conduct the evaluation of Proposals in the following two (2) stages, which give consideration to RFP compliance, Proponent qualifications, product and service offerings, capabilities, and price. The stages and rating for this RFP are as follows:

3.1.1  Group A – Employee Uniforms Evaluation

<table>
<thead>
<tr>
<th>Evaluation Methodology</th>
<th>Evaluation (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stage 1 – Mandatory Requirements</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Review to determine which Proposals comply with all of the mandatory requirements. Proposals which do not comply with all of the mandatory requirements, subject to the express and implied rights of OECM, will be disqualified and not evaluated further.</td>
<td></td>
</tr>
<tr>
<td>Stage 2 – Evaluation of Proponent Offerings &amp; Pricing</td>
<td></td>
</tr>
<tr>
<td>Review of Proponent’s proposal contents, including:</td>
<td></td>
</tr>
<tr>
<td>• Proponent business qualifications and the degree to which the proposal meets the Products requirements detailed in the RFP for Group A – Employee Uniforms:</td>
<td>60%</td>
</tr>
<tr>
<td>o Proposal Format</td>
<td>05%</td>
</tr>
<tr>
<td>o Proponent Capabilities/Product Requirements</td>
<td>35%</td>
</tr>
<tr>
<td>o Proponent Organization/Experience</td>
<td>15%</td>
</tr>
<tr>
<td>o Compliance to Environmental Stewardship</td>
<td>05%</td>
</tr>
<tr>
<td>• Review and evaluation of the pricing submitted.</td>
<td>40%</td>
</tr>
<tr>
<td>Total:</td>
<td>100%</td>
</tr>
</tbody>
</table>
### 3.1.2 Group B – Chef Uniforms Requirements

<table>
<thead>
<tr>
<th>Evaluation Methodology</th>
<th>Evaluation (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Stage 1 – Mandatory Requirements</strong></td>
<td></td>
</tr>
<tr>
<td>Review to determine which Proposals comply with all of the mandatory requirements. Proposals which do not comply with all of the mandatory requirements, subject to the express and implied rights of OECM, will be disqualified and not evaluated further.</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td><strong>Stage 2 – Evaluation of Proponent Offerings &amp; Pricing</strong></td>
<td></td>
</tr>
<tr>
<td>Review of Proponent’s proposal contents, including:</td>
<td></td>
</tr>
<tr>
<td>• Proponent business qualifications and the degree to which the proposal meets the Products requirements detailed in the RFP for Group B – Chef Uniforms:</td>
<td></td>
</tr>
<tr>
<td>o Proposal Format 05%</td>
<td></td>
</tr>
<tr>
<td>o Proponent Capabilities/Product Requirements 35%</td>
<td></td>
</tr>
<tr>
<td>o Proponent Organization/Experience 15%</td>
<td></td>
</tr>
<tr>
<td>o Compliance to Environmental Stewardship 05%</td>
<td></td>
</tr>
<tr>
<td>• Review and evaluation of the pricing submitted.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>40%</td>
</tr>
<tr>
<td></td>
<td>60%</td>
</tr>
<tr>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>

### 3.2 Evaluation Process Detail

#### 3.2.1 Stage I – Mandatory Requirements

Stage I will consist of a review to determine which Proposals comply with all of the mandatory requirements. Proponent shall meet and accept the mandatory requirements under Appendix E - Mandatory Response Requirements in order for its proposal to advance into Stage II - Evaluation of Proponent Offerings & Pricing.

#### 3.2.2 Stage II – Evaluation of Proponent Offerings & Pricing

Stage II will consist of the evaluation of the Proponent’s compliance to the requirements of the RFP as detailed below:

<table>
<thead>
<tr>
<th>Group A – Employee Uniforms (Evaluated Province Wide)</th>
<th>Group B – Chef Uniforms (Evaluated Province Wide)</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Compliance to all requirements under PART 2 – The Deliverables and Appendix G - Product Specifications and Bid Sheet for Group A – Employee Uniforms of this RFP</td>
<td>• Compliance to all requirements under PART 2 – The Deliverables and Appendix G - Product Specifications and Bid Sheet for Group B – Chef Uniforms of this RFP</td>
</tr>
<tr>
<td>• Pricing</td>
<td>• Pricing</td>
</tr>
</tbody>
</table>
Pricing will be scored based on a relative pricing formula using the rates set out in Appendix C – Rate Bid Form.

Each Proponent will receive a percentage of the total possible points allocated to price for the particular Group it has bid on by dividing that Proponent’s price for that Group into the lowest bid price in that Group.

For example, if the lowest bid price for a particular Group is $120.00, that Proponent receives 100% of the possible points for that Group (120/120 = 100%), a Proponent who bids $150.00 receives 80% of the possible points for that Group (120/150 = 80%) and a Proponent who bids $240.00 receives 50% of the possible points for that Group (120/240 = 50%).

Lowest rate
------------------- x Total available points = Score for proposal with 2\textsuperscript{nd} lowest rate
2\textsuperscript{nd} lowest rates

Lowest rate
------------------- x Total available points = Score for proposal with 3\textsuperscript{rd} lowest rate
3\textsuperscript{rd} lowest rates

Et cetera for each proposal.

3.2.3 Cumulative Score
At the satisfactory conclusion of Stage II, subject to the express and implied rights of OECM, OECM may enter into the Form of Agreement attached as Appendix A to this RFP with the following Proponent(s):

<table>
<thead>
<tr>
<th>Group A – Employee Uniforms (Contract Province Wide)</th>
<th>Group B – Chef Uniforms (Contract Province Wide)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single or multiple Proponent(s) that:</td>
<td>Single or multiple Proponent(s) that:</td>
</tr>
<tr>
<td>• Satisfy all mandatory requirements;</td>
<td>• Satisfy all mandatory requirements;</td>
</tr>
<tr>
<td>• Comply with Group A – Employee Uniforms Requirements;</td>
<td>• Comply with Group B – Chef Uniforms Requirements;</td>
</tr>
<tr>
<td>• Pricing</td>
<td>• Pricing</td>
</tr>
</tbody>
</table>

If two or more Proponents have an identical cumulative evaluation score, OECM will break the tie in favour of the Proponent which has received the higher cumulative score before evaluating Proponent’s pricing.

In case of multiple Proponents being contracted, the Proponents will be selected based on the highest cumulative score ranking for each Group of Uniforms.

3.2.4 Company Overview
As part of the mandatory requirements through inclusion in Appendix B – Form of Offer, the Proponent is required to provide the address, telephone number, and email address of the Proponent’s main office and the primary contact for this RFP.
3.2.5 Conflict of Interest

In addition to the other information and representations made by the Proponent in the Appendix B – Form of Offer, the Proponent must declare whether it has an actual or potential Conflict of Interest (as such term is defined in Schedule B-Form of Offer).

If, at the sole and absolute discretion of OECM, the Proponent is found to be in a Conflict of Interest, OECM may, in addition to any other remedies available at law or in equity, disqualify the proposal submitted by the Proponent.

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

3.2.6 General

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

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

3.2.7 Pricing – Rate Bid Form

The Proponent must include the related (Group A - Employee Uniforms or Group B – Chef Uniforms or both) completed Appendix C – Rate Bid Form according to the instructions contained in the form as well as those instructions set out below:

(a) Complete the columns under the “Supplier Bid Details” portion of the Bid Form;

(b) Prices shall be provided in Canadian Funds, exclusive of applicable Harmonized Sales Tax (“HST”); and

(c) Unless otherwise specified, prices quoted by the Proponent shall be all inclusive FOB, destination and shall include all handling and delivery, labour and materials, travel and carriage costs, duties and taxes (other than HST), insurance costs and all other overhead including but not limited to any fees or other charges required by law;

(d) Prices should be same for all requested regions/zones within Ontario as outlined in Appendix J. However, Proponents are encouraged to indicate discounts for delivery within Greater Toronto Area (Durham, Halton, Peel, and York municipalities) in the comments column of the Bid Form;
(e) Proponent should indicate their payment terms and any discounts for early payments;

(f) Prices will be fixed for the term of the Agreement;

(g) Prices will be same for similar items for both Men’s and Women’s;

(h) Prices will be same for all required colours for a specific Uniform item. Required colours mean colour shades as required by the Client for a specific Uniform item, which are either currently used by the Client or commonly available in the marketplace. There will be no additional charges for any darker shades of a colour. Specific colour selection/detail for each of the Uniform items to be worked out during the signing of the CSA Agreement between the specific Client and the Supplier.

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

By submitting a Proposal, the Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the Form of Agreement attached at Appendix A and has factored all of the provisions of Appendix A, including the insurance requirements, into its pricing assumptions and calculations and into the proposed costs indicated on the Rate Bid Form.

[End of Part 3]
4 PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

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

4.2 Questions & Communications
Any information/questions regarding this RFP must be addressed in writing via email to the attention of the RFP Contact. No oral communications will be considered binding.

Questions may be sent via e-mail to the RFP Contact. A form for submitting questions and requesting clarification has been included in Appendix M – RFP Question Sheet. The last day to submit questions is Wednesday, November 24, 2010, 12:00PM Local time.

OECM will share such questions and responses with all Proponent(s) via MERX and Biddingo. Questions may be reworded to the extent that OECM considers appropriate. Proponent will not be identified with questions asked.

The Proponent is responsible for verifying that any e-mail communications sent to OECM are received by the RFP Contact.

Any Proponent who requests and/or receives any information, with regard to this RFP, by any person(s) other than the above stated or their designate, may be disqualified from further consideration.

4.3 Timetable
The RFP timetable below may be changed by OECM in its sole discretion at any time prior to the Proposal Submission Deadline.

<table>
<thead>
<tr>
<th>RFP Timetable</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP to be issued</td>
<td>Monday, November 15, 2010</td>
</tr>
<tr>
<td>Proponent questions on RFP to be received by</td>
<td>Wednesday, November 24, 2010, 12:00PM Local time</td>
</tr>
<tr>
<td>Deadline to Issue response to Proponent questions</td>
<td>Wednesday, December 01, 2010</td>
</tr>
<tr>
<td>Proposal Submission Deadline</td>
<td>Wednesday, December 08, 2010, 11:00AM Local time</td>
</tr>
<tr>
<td>(Note: Late submissions will be automatically disqualified and returned to the sender unopened)</td>
<td></td>
</tr>
<tr>
<td>Agreement award target date:</td>
<td>Week of February 28th, 2010</td>
</tr>
</tbody>
</table>

Facsimile and electronically mailed proposals will not be accepted, acknowledged, or returned.

Proponent Proposal shall be irrevocable and open for acceptance for a period of one hundred and fifty (150) days following the date of the Proponent Submission Deadline.
4.4 **Proponents to Obtain RFP Only Through MERX™ and Biddingo**

This RFP is available only through MERX™ and Biddingo, the electronic tendering systems. For further information about MERX™, call 1-800-964-MERX™ or visit the MERX™ website at [www.merx.com](http://www.merx.com). For further information about Biddingo call 416-756-0955 or visit the Biddingo website at [www.biddingo.com](http://www.biddingo.com).

A Proponent who has not obtained this RFP through MERX™ or Biddingo may have its Proposal disqualified unless a third party has requested this RFP from MERX™ or Biddingo on that Proponent's behalf and that Proponent has identified the third party on the Proposal Return Label for its Proposal. Failure to identify the third party in this manner may result in disqualification of a Proposal.

4.5 **Proposals in English**

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

4.6 **OECM Information in RFP Only an Estimate**

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

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

4.7 **Communication after Issuance of RFP**

4.7.1 **Proponents to Review RFP**

Proponents shall promptly examine all of the documents comprising this RFP and:

(a) Shall report any errors, omissions or ambiguities; and  
(b) May direct questions or seek additional information

in writing by e-mail on or before the Proponent’s Deadline for Questions to the OECM Contact using Appendix M – RFP Question Sheet.

4.7.2 **All New Information to Proponents by way of Addenda on MERX™ or Biddingo**

This RFP may only be amended by an addendum in accordance with this section. If OECM, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda by way of MERX™ and Biddingo. Each addendum shall form an integral part of this RFP.

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

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

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

4.7.3 Post-Deadline Addenda and Extension of Proposal Submission Deadline

If any addendum is issued after the Deadline for Issuing Addenda, OECM may at its discretion extend the Proposal Submission Deadline for a reasonable amount of time.

4.7.4 Binding Information

Information provided orally will not be binding with OECM. If the OECM, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to Proponents in accordance with Section 4.7.2 of this RFP.

4.7.5 Proposals Must Be Submitted On Time at Prescribed Location

Proposals must be submitted at the location set out below on or before the Proposal Submission Deadline. Proposals submitted after this point in time will be deemed late, disqualified and returned to the Proponent unopened. For the purpose of calculating time, the OECM clock at the prescribed location for submission shall govern.

Submission Address:

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

4.8 Submission Requirements

Responses to this RFP must be submitted as follows:

- **Envelope 1** (marked with the completed Label A – Appendix D):
  - One (1) original submission which must include:
    - Completed Form of Offer (Appendix B)
    - Any other response documentation including product samples, **EXCEPT** Rate Bid Form (Appendix C)

- **Sealed Envelope 1A** (marked with completed Label B – Appendix D), containing:
  - Rate Bid Form (Appendix C)
  - One (1) CD-ROM or memory stick containing only the Rate Bid Form (Appendix C)

- **Envelope 2** (marked with the completed Label C – Appendix D):
  - Five (5) copies of the submission (not including Rate Bid Form and product samples)
  - One (1) CD-ROM or memory stick containing the submission (not including Rate Bid Form)

Envelopes 1 and 2 are to be enclosed together in a single package with the completed Label D – Appendix D on the outside.
Notes:
1. All labels are contained in Appendix D
2. Each item inside an envelope and not otherwise so marked should show the Proponent Name and the RFP Reference Number
3. In the event of a discrepancy between an electronic version and a printed version, the printed version will prevail.
4. Changes to the content or format of the Declaration or the labels may disqualify the submission
5. Proposals must be bound by elastic, clip or in 3 ring binders.

4.9 Response Format
The Proponent must refer to, and complete, all appropriate attached Appendices to be in compliance, utilizing the designated columns and format provided.

4.10 Proposal Preparation Costs
All costs directly or indirectly incurred by the Proponent in responding to these documents shall be at the sole cost of the Proponent.

4.11 Modification of RFP Terms
The wording throughout these documents may be retained without change, alterations or additions. Should the Proponent submit a proposal not in compliance with this article, that proposal may be considered disqualified.

4.12 Fairness of RFP Process
It is vital that the process leading to the acceptance of a proposal and the conclusion of an agreement for the provision of products and services requested in this RFP be, and be seen to be, open and fair and that each of the Proponent be treated equally.

No Proponent can be seen to be deriving, intentionally or otherwise, an advantage or information, which is not equally available to all other Proponent(s). It is not acceptable that any advantage or information be sought or obtained from any unauthorized staff and representatives of OECM or the named Institutions.

Proponent(s) who fail to disclose any actual or potential conflict of interest may be disqualified.

4.13 Irrevocable Response
It is understood that all documents submitted under this RFP shall become the property of OECM and will not be returned.

Proposals shall be irrevocable and open for acceptance for a period of one hundred and fifty (150) days following the date of the Proponent Submission Deadline.

4.14 Alterations to RFP
OECM may alter, delete, amend or add to, in whole or in part, any of the provisions of the RFP including extending the closing date. Any such amendment would be posted on MERX and Biddingo, and become an integral part of the RFP. Proponent is required to check MERX and Biddingo regularly for any such posting(s).
4.15 Right to Reject
OECM reserves the right to reject the Proposal of a Proponent which has commenced legal proceedings against OECM or an Institution or is otherwise engaged in a dispute with OECM or an Institution.

4.16 Right to Negotiate
OECM reserves the right to enter into negotiations with any Proponent to clarify its submitted proposal. Negotiations with a Proponent do not oblige OECM to negotiate or execute a contract with that Proponent. The award of a contract shall be at the sole discretion of OECM. OECM has no duty or obligation to advise any other Proponent as a result of such negotiations.

4.17 Right to Terminate
OECM reserves the right to:
- Remove from OECM’s list of Proponent(s), the name of any Proponent for failure to accept a contract, or
- Terminate a contract for unsatisfactory performance or non-performance of that contract, as detailed in the Agreements (Appendix A)

4.18 Right to Disqualify
- Deem a Proposal to be unbalanced and may reject any and all Proposals, which it so deems. For this purpose, “unbalanced” shall include, without limitation, a Proposal which does not reflect a realistic breakdown of the costs of each or any portion of the Requirements;
- Inspect and/or have a demonstration of any of the services offered prior to award of a Contract and request evidence of experience, ability or financial standing;
- Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with OECM impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of the RFP.

4.19 Right Not to Proceed
OECM reserves the right to accept or reject Proposal in whole or in part, to adjust the scope of requirements of this RFP or to modify any term or condition which has been provided to the Proponent. OECM does not bind itself to accept the lowest cost or any Proposal. OECM may, in its sole and absolute discretion, cancel this Request for Proposal without any obligation or any reimbursement to the Proponent and may enter into negotiations and/or discussions with any one or more of the Proponent(s) (or any other person(s) or entity(ies)) for the Products under such terms and conditions as OECM may decide in its sole and absolute discretion, or re-bid under such terms and conditions as OECM may decide in its sole and absolute discretion.

OECM reserves the right to award the contract in its entirety in accordance with its requirements, to one or more Proponent(s) or to award a contract for some but not all items or groups of items within any Zone or Zones. Prior to award, OECM reserves the right to adjust the scope of work and negotiate any additional costs or credits to the contract as it may deem necessary. Further, OECM reserves the right to cancel this process in its entirety and to not award any contract.
4.20 Proponent Submission Errors

OECM reserves the right, in its sole and absolute discretion, to:

a. Adjust the totals in a Proposal where there are errors in extensions, additions or computations. In such cases and in all cases, the unit prices shown shall govern;

b. Waive formalities, technical defects, irregularities and omissions in a Proposal which substantially complies with the requirements of the RFP and may accept a Proposal, which does not comply with the formal requirements of this RFP, in its sole discretion.

4.21 Disclosure Obligations

The Proponent clearly understands and agrees that all of the information within these documents is the sole and exclusive property of OECM, which OECM is entitled to protect. The Proponent shall only use the information for the purposes of creating a proposal for this project. The Proponent must at all times hold and maintain all information within these documents in trust and confidence for OECM and shall use reasonable efforts to protect the information from any harm, tampering, unauthorized access, modification, misuse, misappropriation, copying or disclosure. The Proponent shall not, without the prior written consent of OECM, disclose any information contained within these documents to any person or entity other than its employees, officers, directors, contractors, agents, professional advisors, as applicable, and in such event only to the extent necessary for the purposes of creating a proposal for this project. Furthermore, the Proponent shall, prior to disclosing any information to its employees, officers, directors, contractors, agents, professional advisors, issue appropriate instructions to them and obtain their agreement to receive and use the information on a confidential basis under the same conditions contained within these documents.

4.22 OECM May Seek Clarification and Incorporate Response into Proposal

OECM reserves the right to seek clarification and supplementary information relating to the clarification from Proponents after the Proposal Submission Deadline. The response received by OECM from a Proponent shall, if accepted by OECM, form an integral part of that Proponent’s Proposal. OECM reserves the right to interview any or all Proponents to obtain information about or clarification of their Proposals. In the event that OECM receives information at any stage of the evaluation process which results in earlier information provided by the Proponent being deemed by OECM to be inaccurate, incomplete or misleading, OECM reserves the right to revisit the Proponent’s compliance with the mandatory requirements and/or adjust the scoring of rated criteria.

4.23 RFP Incorporated into Proposal

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

4.24 Exclusivity of Contract

The Agreement executed with the successful Proponent will NOT be an exclusive contract for the provision of the described Deliverables.

4.25 Dispute

In the event that a Proponent wishes to review the decision of OECM in respect of any material aspect of the RFP process, the Proponent shall submit a protest in writing to OECM within then (10) business days from the date of posting of a contract award notification in respect of the RFP.
Any protest in writing that is not timely received will not be considered and the Proponent will be so notified in writing.

A protest in writing shall 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 under this RFP, OECM’s Director, Strategic Sourcing will review and address any bid protest in a timely and appropriate manner.

4.26 No Use of OECM Insignia

The Proponent shall not include in its Proposal any trade-mark, official mark, insignia or logo of the OECM and Clients unless the Proponent has received the prior, express, written authority to do so.

4.27 Proposal Acceptance

Neither the Proposal with the lowest cost nor any Proposal will necessarily be accepted. While cost is an important element in the selection process, it is to be clearly understood that there are other evaluation criteria in the RFP that OECM will consider in evaluating Proposals.

4.28 Debriefing

Proponents may request a debriefing after receipt of a notification of award posted on MERX and Biddingo. All requests must be in writing to the OECM Contact and must be made within thirty (30) days of notification of award. The intent of the debriefing information session is to aid the Proponent in presenting a better Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

4.29 Prohibited Communications, Confidential Information and FIPPA

4.29.1 Prohibited Proponent Communications

The Proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Form of Offer.

4.29.2 Proponent Not to Communicate With Media

A Proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any contract awarded pursuant to this RFP without first obtaining the written permission of the OECM Contact.

4.29.3 Confidential Information of OECM

All information provided by or obtained from OECM in any form in connection with this RFP either before or after the issuance of this RFP:

a) Is the sole property of OECM and must be treated as confidential;
b) Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Contract; 
c) must not be disclosed without prior written authorization from OECM; and 
d) Shall be returned by the Proponents to OECM immediately upon the request of OECM.

4.29.4 Freedom of Information and Protection of Privacy Act

The Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31, as amended, may apply to information provided to OECM by a 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. The confidentiality of such information will be maintained by OECM, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their Proposals will, as necessary, be disclosed on a confidential basis, to the OECM advisers retained for the purpose of evaluating or participating in the evaluation of their Proposals.

By submitting any Personal Information requested in this RFP, Proponents are agreeing to the use of such information as part of the evaluation process, for any audit of this procurement process and for contract management purposes. Where the Personal Information relates to an individual assigned by the Supplier to provide the Deliverables, such information may be used by the OECM to compare the qualifications of such individual with any proposed substitute or replacement in accordance with the Performance by Specified Individuals Only paragraph of the Form of Agreement. If a Proponent has any questions about the collection and use of Personal Information pursuant to this RFP, questions are to be submitted to the OECM Contact in accordance with the Bidders to Review RFP section.

4.30 Rights of OECM – Successful Proponent

In the event that a Proponent fails or refuses to execute the Agreement within ten (10) business days from being notified of being requested by OECM to do so, OECM may, in its sole discretion:

a) extend the period for concluding Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, OECM may, in its sole discretion, terminate the discussions;

b) exclude the Proponent’s Proposal from further consideration and begin discussions with the next highest-ranked Proponent without becoming obligated to offer to negotiate with all Proponents; and/or

c) exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP or issuing a new RFP for the same or similar Products.

4.31 Liability

The Proponent agrees that:

a) any action or proceeding relating to this RFP process shall be brought in a court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the exclusive jurisdiction of the courts of Ontario;
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, including *forum non conveniens*; 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 OEMC commits a material breach of this RFP, OEMC’s liability to the Proponent, and the aggregate amount of damages recoverable against OEMC 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 OEMC, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from OEMC can demonstrate.

### 4.32 Governing Law of RFP Process

This RFP process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[End of Part 4]
Appendix A – Form of Agreement

The MS Word file “Appendix A - Form of Agreement (OECM-2010-125).pdf” is available on MERX and Biddingo.com
Appendix B – Form of Offer

I / We, the undersigned, having examined the Uniforms and Clothing Sourcing Initiative RFP (RFP#: OECM-2010-125), do hereby submit an offer to enter into an agreement with OECM, to provide the Uniforms and Clothing Initiative Products and Services in accordance with the RFP.

1. **PROPOSAL SUBMISSION**

Proposal Submission shall be irrevocable and open for acceptance for the Proposal Acceptance Period, a period of one hundred and fifty (150) days following the date of the RFP closing.

The Proponent is submitting a Proposal for the following:

Uniforms and Clothing Sourcing Initiative RFP:

6. **Group A – Employee Uniforms Requirements**

   The Proponent has reviewed and agreed to the requirements in regard to Products listed under this RFP.

   YES / NO / Not Applicable

7. **Group B – Chef Uniforms Requirements**

   The Proponent has reviewed and agreed to the requirements in regard to Products listed under this RFP.

   YES / NO / Not Applicable

The Proponent submits that they have thoroughly reviewed this RFP document together with the following Addenda and hereby accepts and agrees to all provisions and conditions stated therein and has included fully in the Pricing for all requirements:

Addendum Number __  Dated ______________

Addendum Number __  Dated ______________

Addendum Number __  Dated ______________

2. **PROPOSENT INFORMATION**

(a) The full legal name of the Proponent is:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
(b) Any other relevant name under which the Proponent carries on business is:

______________________________________________________________________________

______________________________________________________________________________

(c) The jurisdiction under which the Proponent is governed is:

______________________________________________________________________________

______________________________________________________________________________

(d) Whether the Proponent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated joint venture or a joint venture that is a partnership or other legally recognized entity:

______________________________________________________________________________

______________________________________________________________________________

3. **BID CONTACT INFORMATION**

In the space provided please list the Proponent contact names and numbers for this RFP during:

<table>
<thead>
<tr>
<th>Description</th>
<th>Regular Hours (8:00 a.m. – 5:00 p.m.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Phone number</td>
<td></td>
</tr>
<tr>
<td>Cellular number</td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
</tr>
</tbody>
</table>

4. **PROPOSAL'S SUB-CONTRACTORS OBLIGATIONS**

If the Proponent is submitting a bid as a lead supplier with other entities as Subcontractors, the Proponent confirms that the Proponent is and will continue to be authorized to bind itself and be authorized by its Subcontractors to bind them to the terms and conditions of the Proposal and any resulting Agreement. In its capacity as the supplier, the Supplier shall comply and cause the supplier's personnel to comply with the provisions of the RFP and Agreement.
5. **CONFLICT OF INTEREST**

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

(a) In relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its Proposal that is confidential to OECM and not available to other Proponents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process; or (iii) engaging in conduct that compromises or could reasonably be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or;

(b) In relation to the performance of its contractual obligations in an OECM contract, the Supplier’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;

In the event that the box below is left blank, the Proponent shall be deemed to declare that there is no foreseeable actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Check the box below if the statement below applies:

☐ The Proponent foresees actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

In the event the Proponent declares an actual or potential Conflict of Interest (by marking the box above), the Proponent shall provide all relevant detailed in regard to the declared Conflict of Interest and submit as <Exhibit G – Conflict of Interest>.

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

Where, in its sole discretion, OECM concludes that a Conflict of Interest arises; it may, in addition to any other remedy available to it at law or in equity, disqualify the Proponent’s Proposal, or terminate any Master Agreement awarded to the Proponent under the RFP.

6. **DISCLOSURE OF INFORMATION**

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

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

**DECLARATION**

This Proponent Proposal is made entirely in accordance with the RFP. By the signature hereunder, it is deemed that the Proponent has read and agreed to all terms and conditions of the RFP in the same manner as had such terms and conditions appeared above such signature, and that the person signing has the authority to bind the Proponent.

**PROONENT NAME AND ADDRESS:**

__________________________________________________________________________

__________________________________________________________________________

TELEPHONE NUMBER: _______________ FAX NUMBER:__________________

PROONENT’S E-MAIL ADDRESS: __________________________

COMPANY’S E-MAIL ADDRESS: __________________________

PER: __________________________ TITLE: __________________________

(Please Print)

SIGNATURE: __________________________ DATE: __________________________

WITNESS NAME: __________________________ TITLE: __________________________

(Please Print)

SIGNATURE: __________________________ DATE: __________________________
Appendix C – Rate Bid Form

The MS Excel files below are available on MERX and Biddingo.com:

1. “Appendix C – Group A – Employee Uniforms - Rate Bid Form (OECM-2010-125).xls”; and

2. “Appendix C – Group B – Chef Uniforms - Rate Bid Form (OECM-2010-125).xls”
Appendix D – Proposal Return Label

Label A

<table>
<thead>
<tr>
<th>ENVELOPE 1</th>
<th>ORIGINAL SUBMISSION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>From:</strong></td>
<td>Contact Name: _____________</td>
</tr>
<tr>
<td></td>
<td>Proponent (Company) Name: ________________________________</td>
</tr>
<tr>
<td><strong>Ref. Number:</strong></td>
<td>OECM 2010-125 (Group A – Employee Uniforms Or Group B – Chef Uniforms)</td>
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Label B

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<th>ENVELOPE 1A</th>
<th>PRICING PROPOSAL</th>
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<td>Contact Name: _____________</td>
</tr>
<tr>
<td></td>
<td>Proponent (Company) Name: ________________________________</td>
</tr>
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<td>OECM 2010-125 (Group A – Employee Uniforms Or Group B – Chef Uniforms)</td>
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Label C

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<tr>
<td></td>
<td>Proponent (Company) Name: ________________________________</td>
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<tr>
<td><strong>Ref. Number:</strong></td>
<td>OECM 2010-125 (Group A – Employee Uniforms Or Group B – Chef Uniforms)</td>
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Label D

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<th>From:</th>
</tr>
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<tbody>
<tr>
<td><strong>Nadeem Abbasi</strong></td>
<td><strong>Contact Name:</strong> ____________________</td>
</tr>
<tr>
<td><strong>Strategic Sourcing</strong></td>
<td><strong>Proponent (Company) Name:</strong> ____________________</td>
</tr>
<tr>
<td><strong>90 Eglinton Avenue East, Suite 504</strong></td>
<td><strong>Contact Information:</strong> ____________________</td>
</tr>
<tr>
<td><strong>Toronto, ON, M4P 2Y3</strong></td>
<td></td>
</tr>
</tbody>
</table>
# Appendix E – Mandatory Response Requirements

<table>
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<tr>
<th>ITEM #</th>
<th>MANDATORY RESPONSE REQUIREMENTS</th>
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<tbody>
<tr>
<td>M-1</td>
<td>Documents physically submitted as per RFP Part 4 – Terms and Conditions of the RFP Process</td>
</tr>
<tr>
<td>M-2</td>
<td>No pricing except in Appendix C – Pricing Bid Form hard copy and Pricing Bid Form electronic file. Pricing must be submitted as per the format provided in the Pricing Bid Form</td>
</tr>
<tr>
<td>M-3</td>
<td>Appendix B – Form of Offer completed and submitted</td>
</tr>
</tbody>
</table>
Appendix G – Product Specifications and Bid Sheet

Please refer to the following MS Excel files for product specifications which are available on MERX and Biddingo.com under Appendix C as follows:

1. “Appendix C – Group A – Employee Uniforms - Rate Bid Form (OECM-2010-125).xls”;
   and
2. “Appendix C – Group B – Chef Uniforms - Rate Bid Form (OECM-2010-125).xls”
Appendix I – Detailed Reporting Requirement

The Vendor is required to monitor its performance of the Services, and to provide any reports prescribed in the applicable Schedule/SOW concerning its performance, and such other reports as may be reasonably requested by the OECM and/or the Clients from time to time;

1. MONTHLY REPORTS

The participating Institutions and OECM are to receive usage reports detailing items purchased under this agreement. These reports may be delivered by the most appropriate means for each Institution, which may include web posting, e-mail, hard copy, etc.

Consolidated OECM Reports

On a monthly basis the Successful Proponents must deliver OECM consolidated reports containing the following as a minimum

   a) Usage Reports

Spend data for all participating Institutions at line item level which must include the following fields:

   a. institution
   b. supplier (Successful Proponent)
   c. manufacturer part number/supplier code
   d. category
   e. brand
   f. product description
   g. Units of Measurement
   h. units per UoM
   i. volume
   j. list price
   k. discount off price list
   l. unit price
   m. extended price.
b) cost recovery fee information: this includes monthly and quarterly product information by category for each participating institution.

The reports will be delivered on Microsoft (MS) Excel format.

c) Cost Recovery Fee information;

d) Ad hoc information, as requested.
Appendix J – Regional Zones & Clients

The MS Excel file “Appendix J - Regional Zones & Clients (OECM-2010-125).pdf” is available on MERX and Biddingo.com
Appendix L – PRODUCTS PURCHASE FORECAST

I. Annual Forecast Volumes

A survey was conducted with a sample group of twenty (20) institutions with representatives from School Boards, Colleges, and Universities (collectively referred to as “SCUs”) across Ontario. The survey results demonstrated that the SCUs participated in this survey have the following estimated annual forecast volumes for the upcoming Employee and Chef Uniforms;

PLEASE NOTE:

- The values and volumes quoted in this Appendix L are for Proponent’s reference only;
- These values and volumes are collected from a small sample group of SCUs and do not fully represent all the SCUs and other Broader Public Sector entities across the Province of Ontario, who may be potential Clients eligible to participate in the Agreements as the result of this RFP;
- OECM and the Clients make no guarantee of the values or volumes quoted in this Appendix L; and
- OECM and the Clients reserve the rights to make adjustments to these values and volumes; without any obligation to announce such adjustments to the Proponents;
- Majority of the Items’ quantities identified are the estimates of like items combined from the Appendix G – Product Specification and Bid Form (Example: Men’s Shirts, Short Sleeve, 100% cotton represents all men’s 100% cotton short sleeve shirt styles from the Appendix G).

<table>
<thead>
<tr>
<th>S.NO.</th>
<th>Product Name</th>
<th>Estimated Quantity 2011</th>
<th>Estimated Quantity 2012</th>
<th>Estimated Quantity 2013</th>
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<tbody>
<tr>
<td>1</td>
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<td>1760</td>
<td>1936</td>
<td>2130</td>
</tr>
<tr>
<td>2</td>
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<td>1953</td>
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<td>3</td>
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<td>8905</td>
<td>9795</td>
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<td>Thermal work socks</td>
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<td>-------------------------</td>
<td>-------------------------</td>
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</tr>
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Appendix M – RFP QUESTION FORM

Please complete and e-mail this form to the RFP Contact before Wednesday, November 03, 2010 12:00pm local time

To:
Ontario Education
Collaborative Marketplace

ATTENTION:
Nadeem Abbasi
e-mail:
nadeem.abbasi@oecm.ca

From:
Contact
Name(s)

Proponent
(Company)
Name

Proponent
Address

Phone #

Fax #

Date:

Uniforms & Clothing Sourcing Initiative RFP [OECM 2010-125]

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