Request for Standing Offers

For

RFSO Print Services and Equipment

Request for Standing Offer No.: RFSO 24-01

Issued: January 19, 2024

Submission Deadline: March 15, 2024

Documents are not to be embedded with uploaded files or hyperlinks, as they will not be looked at or evaluated

Contents

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

This non-binding Request for Standing Offers ("**RFSO**") is an invitation by Kinetic GPO ("**Kinetic**") to interested suppliers to qualify for the opportunity to sign a standing offer agreement for the supply of Print Services and Equipment to Kinetic members ("**GPO Members**" or "**Members**") as further described in Exhibit A (Statement of Work) to this RFSO.

The intent of this solicitation is to establish one or more contracts that include a comprehensive product offering with one or more suppliers that can accommodate a nationwide demand for supply of Print Services and Equipment and to fulfill obligations as suppliers to GPO Members as further specified herein.
The purpose of this RFP process is to:

a. Obtain the highest quality goods and or services from a safe, efficient and reliable Supplier; at the best overall value
b. Provide Customers accesses to a suite of goods and services
c. Provide Customers professional and timely customer service and account management

Each contract shall be based on the Master Agreement, a draft of which is attached as Exhibit B, ("**Master Agreement**") that includes the terms of the Standing Offer Agreement. It is Kinetics' intention to contract with at least one supplier and, if deemed to be in the best interest of Kinetics' Members, Kinetic may contract with more than one supplier. Each Master Agreement shall be for a term of three (3) years plus two (2) optional years.

Where Kinetic contracts with more than one supplier, Members will purchase from these contracts based upon an evaluation of which contract best meets that Member's operational requirements. The evaluation may be a function of the breadth of service offerings in the contract, and other factors relevant in the contract to operational effectiveness and efficiency and competitiveness

Suppliers' pricing must remain fixed for the term of each Master Agreement unless otherwise specified in Exhibit E (Financial Proposal Requirements).

1.2 Background and RFSO Summary

Kinetic is a National GPO, with headquarters in Cambridge, Ontario and was established in 2016 to provide its private and public-sector Members with greater value for money in purchasing by (a) leveraging their collective purchasing power and offer 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 and (b) enhancing their operational efficiencies in purchasing and contract management by supporting customers' access and use of Kinetic agreements through analysis, reporting and the development of tools, guides, and other materials.

Effectively managing supplier contract performance while harnessing expertise and innovative ideas, to drive continuous improvements through a Supplier Relationship Management program.

Kinetic GPO now has members across Canada from modest beginnings, we have been able to increase our organic membership by 24.8% from Jan 2019 to Dec 2019 and a further 45% growth from Jan 2020 to Dec 2020. Kinetic GPO is specifically designed to provide value to the MASH and Broader Public Sector entities with eligible membership and trade complaint agreements covering a wide range of goods and services. Our members include all Cities, Towns, Villages and Rural Municipalities, Municipal Organizations, Schools and School Boards, Universities and Colleges, Non-Profits, First Nations Communities, and Organizations, Hospitals and Health Authorities, Long Care Facilities, Airports, Local Authorities, Park Boards, Police and Fire Commissions, Religious Organizations and all publicly funded entities and governments. For more information on Kinetic GPO please visit www.kineticgpo.ca.

Each of our competitions, contracts and subsequent programs are drafted in Canada by Canadian procurement professionals who have a deep understanding of the various Trade Agreements which affect the Canadian public sector. The programs we create are solely for use in Canada. Kinetic GPO actively manages contracts throughout their term. We monitor key performance indicators, as well as provide ongoing education for suppliers to ensure they are operating in compliance with the terms and conditions of the contract. Contracts comply with Canadian trade agreements, the Canadian Free Trade Agreement (CFTA), as well as the Broader Public Sector (BPS) Procurement Directive and regional trade agreements
Kinetic intends to execute a Master Agreement with the successful bidder(s) ("**Respondent(s)**"). Each Master Agreement will include the terms of the standing offer agreement ("**Standing Offer Agreement**") that serves as the basis for the purchase of products or services by GPO Members.

Only submissions ("Proposals") submitted by the Submission Deadline (set out below) will be evaluated. The evaluation of Proposals shall be done in accordance with the evaluation process as set out in this RFSO.

Based on the evaluation of Proposals, the highest ranked Respondent(s) will be invited to enter into negotiations based on the negotiable terms of the Master Agreement which agreement will, when signed, govern the relationship between Kinetic and the Supplier(s) and establish the Standing Offer Agreement. For greater certainty, Kinetic will not entertain any changes to the non-negotiable terms of the Master Agreement after the Deadline for Questions unless an addendum has been issued in accordance with section 3.2.2 and prior to the Submission deadline.
Following the execution of the Master Agreement by Kinetic and the successful Respondent (s), (the "**Supplier**"), the Standing Offer Agreement will be made available to the GPO Members for Kinetic GPO Contracts Offers Competitive Advantages

1.3 Securing a contract with Kinetic GPO offers suppliers a significant competitive advantage in the Canadian market

Kinetic is constantly communicating with its Canadian Members to raise awareness of potential purchase opportunities available through Kinetics' competitively tendered contracts.

Contracted suppliers' profiles are raised with both existing and potential Members through Kinetics' participation in various conferences, through Kinetic marketing material and through mail and email campaigns, webinars, onsite training sessions and learning workshops. In 2019 alone, Kinetic attended 27 conferences, 10+ supplier kick off meetings, 10+ National Training / Webinar calls and 3+ connect events.

In addition to raising the profile of contracted suppliers among Kinetic Members and potential Members, Kinetic assists suppliers with navigating the world of group buying and to generate business opportunities within that world as follows:

- Upon contract execution, Kinetic will announce the award and purchase opportunities to its Members.
- Kinetic will organize a kick-off meeting between Kinetic and the successful supplier to provide an orientation on how to leverage the opportunities afforded by having a contract with Kinetic.
- During the term of the contract, Kinetic remains available to help educate supplier's sales force on the contract with a view to equipping the sales force with the tools needed to generate business opportunities within Kinetics membership.
- Kinetic also works with supplier's marketing team to develop joint marketing collateral that can be used to promote the contract to Members.
- Kinetic helps facilitate introductions to Members who are interested in knowing more about supplier's goods and services and potentially purchasing the goods and services.

All of these efforts offer successful suppliers a significant competitive advantage and unique opportunity to increase sales within the Canadian market.

1.4 RFSO Contact

For the purposes of this procurement process, for all questions, the "RFSO Contact" is:
LouAnn Birkett
lbirkett@kineticgpo.ca

Respondents and their representatives are not permitted to contact any employees, officers, agents, or other representatives of Kinetic, other than the RFSO Contact, concerning matters regarding this RFSO. Failure to adhere to this rule may result in the disqualification of the Respondent and the rejection of the Respondent's Proposal.1.5

1.5 RFSO Timetable

Issue Date of RFSO	January 19, 2024
Deadline for Questions	February 2, 2024
Deadline for Issuing Addenda	February 16, 2024
Submission Deadline	March 15, 2024 04:00PM EDT
Rectification Period	March 22, 2024
Anticipated Execution of Master Agreement	June 28, 2024

The RFSO timetable is tentative only and may be changed by Kinetic at any time upon notice.
For greater clarity, business days means all weekdays that Kinetic is open for business in the Province of Ontario and excludes statutory holidays normally observed by private sector organizations in Ontario.1.5 Submission of Responses.

1.5.1 Responses to be submitted at the Prescribed Location

All Proposals must be uploaded to Bonfire – https://kineticgpo.bonfirehub.ca/portal/?tab=openOpportunities by the closing date and time.

1.5.2 Responses to be submitted on Time

Only Proposals received on or before the Submission Deadline set out in the RFSO Timetable will be evaluated.
Respondents are cautioned that the timing of their Proposal submission is based on when the Proposal is received, not when the Proposal is submitted by a Respondent. Loading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed. Respondents are advised to allocate sufficient time to upload documents and finalize their submissions prior to the Submission Deadline.

1.5.3 Responses to be submitted in Prescribed Manner

Respondents should organize their submission into the following files and upload each file individually.

File Name
Response Document
Market Basket Pricing
Insurance Document
Form 1 – Mandatory Submission Form
Exhibit B – Master Agreement with Respondent responses – **optional submission**
Exhibit D – Reference Form
Exhibit G - List of Subcontractor Consultants

The objective of the technical restrictions set out herein are to ensure electronic systems used in accepting Proposals are capable of doing so. Respondents are solely and exclusively responsible for ensuring their submissions satisfy the requirements.

Each file has a maximum allowable upload size of 100 MB.

Documents are not to be embedded within uploaded files or hyperlinks, as they will not be looked at or evaluated

Any additional literature or catalogues to be submitted as a separate attachment and not attached to your proposal submission.

Please contact the RFSO Contact named above for technical questions related to submitting your Proposal documents.

1.5.4 Amendment of Responses

Respondents may edit their Proposals prior to the Submission Deadline in accordance with the instructions provided in the RFSO. Kinetic will not accept or evaluate any edits to Proposals after the Submission Deadline except as expressly set out in this RFSO.

1.5.5 Withdrawal of Responses

At any time throughout the RFSO process until the execution of a Master Agreement, a Respondent may withdraw a submitted Proposal.
Prior to the Submission Deadline, Respondents may withdraw their Proposal in accordance with the instructions provided in the electronic bidding system.
To withdraw a Proposal after the Submission Deadline, a notice of withdrawal must be sent to the RFSO Contact and must be signed by an authorized representative of the Respondent.

[End of Part 1]

PART 2 – EVALUATION AND SELECTION PROCESS

2.1 Stages of Evaluation

Kinetic will conduct the evaluation of Proposals submitted by the Submission Deadline in the following stages:

STAGE ONE
Mandatory Requirements

Will consist of a review to determine which Proposals comply with all of the mandatory submission requirements found in Form 1.

STAGE TWO
Rated Technical Evaluation

Technical Proposals will be evaluated based on the following criteria and weightings:

Step One: Kinetic will evaluate each qualified Proposal on the basis of the rated criteria as set out in the Exhibit C (Evaluation Process) (the "**Rated Requirements**"). minimum scoring of 70% will need to be obtained to move onto Step Two.

Step Two: Kinetic will evaluate each qualified Proposal on the basis of acceptable References and Financials. To proceed to Stage Three proponents much achieve a minimum score of 70% in each of the References and Financials submissions.

STAGE THREE

Pricing Evaluation: Proposals achieving a minimum of 70% score in both Step One and Step Two of Stage Two will be evaluated for pricing.

STAGE FOUR

Respondent(s) that achieve the highest score(s) (Technical + References + Financial + Pricing) as set out in Exhibit C (Evaluation Process) will be selected to enter into negotiations of a Master Agreement (Stage Four)

2.2 Stage I – Mandatory Submission Requirements

Kinetic will review the Proposals to determine whether the mandatory requirements set out in Exhibit C (Evaluation Process) to this RFSO have been met. Questions or queries on the part of Kinetic as to whether a Proposal has met the requirements will be subject to the verification and clarification process set out in this document.
Stage I will consist of a review to determine which Proposals comply with all of the mandatory submission requirements.
If a Proposal fails to satisfy all of the mandatory submission requirements, Kinetic will issue the Respondent a rectification notice identifying the deficiencies and providing the Respondent an opportunity to rectify the deficiencies.

If the Respondent fails to satisfy the mandatory submission requirements within the Rectification Period (as defined above in under the RFSO Timetable), its Proposal will be excluded from further consideration. The Rectification Period will begin on the date and time that Kinetic issues a rectification notice to the Respondent.

2.3 The mandatory submission requirements are set out in Exhibit C (Evaluation Process). Stage One – Evaluation

Evaluation and scoring of each Proposal satisfying the mandatory requirements will be done on the basis of Rated Requirements set out in Exhibit C (Evaluation Process).
Each Proposal will be awarded points based on the information responding to the Rated Requirements.

Where contradictory information or information that contains conditional statements is provided with respect to a requirement, Kinetic will, in its sole and absolute discretion, determine whether the Proposal complies with the requirements, and may seek clarification from the Respondent. Contradictory or missing information may result in the Proposal receiving a low score for that particular Rated Requirement.

Proposals that do not respond to a particular Rated Requirement, are left blank or contain a Proposal that is not applicable will receive a zero (0) point score for that requirement. Where the evaluation team cannot reasonably find information responding to a Rated Requirement, a zero (0) point score will be assessed for that Rated Requirement.

Submissions that receive a minimum technical score of 70% will move on to Step 2 of Stage 2 - a Financial and References Evaluation. The Proposal to each Rated Requirement should:

- Be complete (bullet point format is acceptable)
- Be concise and factual
- Demonstrate the Respondent's understanding of GPO Members' business needs by providing answers validating its capabilities.

2.4 The Evaluation Team

An evaluation team comprised of representatives of Kinetic will evaluate the Proposals. Kinetic reserves the right to use the services of outside consultants and other resources, in the evaluation of the Proposals. Such consultants and resources will be required to hold Proposals in strict confidence.

2.5 Selection

Based on the evaluation of the Proposals as described in **Stages Two and Three - Evaluation** the Respondent(s) that achieve the highest score(s) (Technical + References + Financial + Pricing) as set out in Exhibit C (Evaluation Process) will be selected to enter into negotiations of a Master Agreement (Stage Four) for the establishment of a Standing Offer agreement which negotiation shall be based on the Respondent's responses to the negotiable provisions of the Master Agreement attached as Exhibit B. Respondent's responses to the negotiable provisions should be included as part of the Respondent's Proposal using the document provided as Exhibit B.

Kinetic reserves the right, in its sole discretion, to invite a second highest ranked Respondent to enter into negotiations of a Master Agreement where it is determined that having more than one supplier under contract is in Kinetics' Members' best interest. Reasons such a decision may be made include but are not limited to: (a) to expand the breadth of products available to Members; (b) expand the manufacturers whose products are made available, (c) expand the geographic area coverage.

2.6 Notification

The successful Respondent(s) will be notified by Kinetic in writing.

2.7 Negotiation of Master Agreement

The successful Respondent(s) will be invited to negotiate the negotiable terms of the Master Agreement and if agreement can be reached on the terms, the parties shall execute a Master Agreement. Respondents are advised that Kinetic has limited flexibility to negotiate the terms of the Master Agreement based on the provisions of the applicable trade agreements and Kinetics' Negotiation Protocol which is available at kineticgpo.ca.
Kinetic intends to complete negotiations within forty-five (45) calendar days after notification. If, for any reason, Kinetic and a Preferred Proponent fail to reach an agreement within the aforementioned timeframe, Kinetic 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 Suppliers, who have executed Master Agreements, within our promotional marketing launch. Other Master Agreements, if successfully negotiated with other Preferred Proponents wouldbe added to Kinetics' website at a later date.

The Preferred Proponent will be given five (5) Business Days to execute the Master Agreement (electronic signatures accepted), unless otherwise specified by Kinetic. Once the Master Agreement has been executed, Kinetic will commence our onboarding sessions.

2.8 Unsuccessful Negotiation

If for any reason Kinetic determines that it is unlikely to reach complete agreement with the successful Respondent(s), Kinetic may discontinue the discussions with the successful Respondent(s) and proceed in any manner that Kinetic may decide, in consideration of its and its Members' best interests including without limitation inviting one of the other Respondents to enter into discussions to conclude a Master Agreement, commencing with the Respondent having the second highest combined score and so forth.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFSO PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their Proposals in accordance with the order of the evaluation criteria presented in Exhibit C (Evaluation Criteria) and other instructions in this RFSO. Where information is requested in this RFSO, any Proposal made in a Proposal should reference the applicable section numbers of this RFSO.

3.1.2 Responses in English

All Proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the Respondent's Proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the Respondent's Proposal but not attached will not be considered to form part of its Proposal.

3.1.4 References and Past Performance

In the evaluation process, Kinetic may include information provided by the Respondent's references and may also consider the Respondent's past performance or conduct on previous contracts with Kinetic or other institutions.

3.1.5 Information in RFSO Only an Estimate

Kinetic and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFSO or issued by way of addenda. Any quantities shown or data contained in this RFSO or provided by way of addenda are estimates only and are for the sole purpose of indicating to Respondents the general scale and scope of the Deliverables. It is the Respondent's responsibility to obtain all the information necessary to prepare a Proposal to this RFSO.

3.1.6 Estimated Quantities

Kinetic GPO makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The successful Supplier(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

3.1.7 Specifications

When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Supplier must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the Members.

References to manufacturer's specifications when used by Kinetic GPO, are to be considered informative to Respondents and not intended to require that a specific manufacturer's product be proposed. The naming of specifications is intended to provide the Respondent with information as to the general style, type and kind of product requested. Responses proposing similar goods, materials, or equipment regularly produced by a manufacturer shall be evaluated by Kinetic GPO which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the named specifications, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Suppliers should include all documentation required to ensure Kinetic is able to confirm the proposed goods, materials or equipment are substantially equivalent. Specifications deemed to be equivalent and acceptable will be at the sole discretion of Kinetic.

3.1.8 Non-Exclusive

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and benefit of Kinetic Members. Kinetic Members reserve the right to obtain like goods from other sources.

3.1.9 Respondents to Bear Their Own Costs

The Respondent will bear all costs associated with or incurred in the preparation and presentation of its Proposal, including, if applicable, costs incurred for interviews or demonstrations and neither Kinetic or its members shall have any responsibility or liability therefor.

3.1.10 Response to be retained by Kinetic

Kinetic will not return any Proposal or any accompanying documentation submitted by a Respondent in connection with this RFSO.

3.2 Communication after Issuance of RFSO

3.2.1 Respondents to Review RFSO

Respondents should promptly examine all of the documents comprising this RFSO and may direct questions or seek additional information in writing by email to the RFSO Contact on or before the Deadline for Questions set out above in the RFSO Timetable. No such communications are to be directed to anyone other than the RFSO Contact. Kinetic is under no obligation to provide additional information, and Kinetic will not be responsible for any information provided by or obtained from any source other than the RFSO Contact. It is the responsibility of the Respondent to seek clarification from the RFSO Contact on any matter it considers to be unclear. Kinetic will not be responsible for any misunderstanding on the part of the Respondent concerning this RFSO or its process.

3.2.2 All New Information to Respondents by Way of Addenda

This RFSO may be amended only by way of an addendum communicated in accordance with this section. If Kinetic, for any reason, determines that it is necessary to provide additional information relating to this RFSO, such information will be communicated to all Respondents by addendum. Each addendum forms an integral part of this RFSO and may contain important information, including significant changes to this RFSO. Respondents are responsible for obtaining all addenda issued by Kinetic. Addenda when

issued will be posted on the same electronic systems used for posting the RFSO. It is the responsibility of the Respondent to ensure it takes the appropriate steps to receive all addenda.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If Kinetic determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, Kinetic may by notice extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating Proposals, Kinetic may, but shall have no obligation to, request further information from the Respondent or third parties in order to verify, clarify or supplement the information provided in the Respondent's Proposal including but not limited to clarification with respect to whether a Proposal meets the requirements set out in Exhibit C (Evaluation Process). Kinetic may revisit and re-evaluate the Respondent's Proposal or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

Once the selected Respondent(s) has executed a Standing Offer Agreement, the other Respondents will be notified of the outcome of the RFSO process.

3.3.2 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the RFSO process. All requests must be in writing to the RFSO Contact and must be made within sixty (60) days of such notification. The intent of the debriefing information session is to aid the Respondent in presenting a better Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the RFSO process or its outcome.

3.3.3 Procurement Dispute Protest

1. A supplier that wishes to make a formal complaint about a procurement process must submit a request for review in writing within sixty (60) days from notification of the outcome of the procurement process. Requests for review will not be addressed under this protocol until after Kinetic has publicly posted or otherwise provided formal notification of the outcome of the procurement process. The supplier's request for review will not result in the rescission of an awarded contract or delay the progress of any project, unless recommended by the Procurement Review Committee (PRC).

2. A request for review of a procurement process must be directed to a representative appointed by Kinetic and must contain the following:

• A clear statement as to which procurement the supplier wishes to have reviewed;
• A clear and detailed explanation of the supplier's concerns with the procurement, including specifics as to why it disagrees with the procurement process or its outcome;
• Any accompanying documentation relevant to the supplier's concerns; and
• The supplier's contact details, including name, telephone number, and email address.

3. Within five (5) business days from receiving the supplier's request for review, Kinetic will send an initial response to acknowledge receipt and indicate the date by which it will provide the supplier with a formal response. In general, Kinetic will endeavor to make a determination and provide a formal response within twenty (20) business days from receipt of the supplier's request for review.

4. Kinetic staff involved in the procurement process will conduct an initial review of the supplier's request for review in order to compile any background information and documentation relevant to the procurement process and the supplier's concerns. The supplier's request for review and the compiled background information and documents will then be submitted to the PRC.

5. The PRC will convene a meeting to review and consider the supplier's request for review and all internally compiled background information and documents. The PRC may seek any additional information it requires and may consult with other Kinetic officers or representatives, Legal Counsel or other advisors, as necessary.

6. Upon completion of its review, the PRC will make a determination and issue a response to the supplier as follows:

a. If the PRC finds that the supplier's rationale for requesting a review of the procurement process does not have merit, then it will issue a response to the supplier indicating that the PRC has reviewed its concerns and providing reasons for its determination; or
b. If the PRC finds that the supplier's concerns in respect of the procurement process have merit, then it will further determine the appropriate resolution to the matter. In making its determination, the PRC may consider any factors it considers relevant, including:
    i. whether the complainant participated in the procurement process or was prevented from doing so;
    ii. the seriousness of any deficiency found in the procurement process;
    iii. the degree to which the complainant was prejudiced by any deficiency in the procurement process; and
    iv. whether the parties acted in good faith.

7. Upon making its determination, the PRC will issue a response to the supplier indicating its proposed resolution to the matter, if any, and indicating any changes that will be made to Kinetics' policies and practices to help prevent similar issues arising in future procurement processes. Any such response will be provided to the supplier on a "without prejudice" basis.

8. The determination of the PRC is the final determination under the procurement protest process. If the supplier is not satisfied with the response of the PRC, the supplier may consider its other options, including challenges under governing laws.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Disqualification for Conflict of Interest

Kinetic may disqualify a Respondent for any conduct, situation, or circumstances, determined by Kinetic, in its sole and absolute discretion, to constitute a Conflict of Interest.
For the purposes of this RFSO, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

(a) in relation to the RFSO process, the Respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give them an unfair advantage, including but not limited to: (i) having, or having access to, confidential information of Kinetic or any GPO Member in the preparation of its Proposal that is not available to other Respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFSO process (including but not limited to the lobbying of decision makers involved in the RFSO process); or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFSO process or render that process non-competitive or unfair; or

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

3.4.2 Disqualification for Prohibited Conduct

Kinetic may disqualify a Respondent, rescind an invitation to negotiate or terminate a contract subsequently entered into if Kinetic determines that the Respondent has engaged in any conduct prohibited by this RFSO.

3.4.3 Prohibited Respondent Communications

Respondents must not, in relation to this RFSO or the evaluation and selection process, engage directly or indirectly in any form of lobbying whatsoever to influence the selection of the successful Respondent(s).
Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict-of-Interest declaration set out in the Mandatory Submission Form which is attached and forms part of Exhibit C (Evaluation Criteria).
Respondents must not at any time directly or indirectly communicate with the media in relation to this RFSO or any agreement entered into pursuant to this RFSO without first obtaining the written permission of the RFSO Contact.

3.4.4 Illegal or Unethical Conduct – Competition Act

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Respondents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, or other representatives of Kinetic; deceitfulness; submitting Proposals containing misrepresentations or other misleading or inaccurate information; or any other

conduct that compromises or may be seen to compromise the competitive process provided for in this RFSO.
Under Canadian law, a proposal must be prepared without conspiracy, collusion, or fraud. For more information, refer to the Competition Bureau website, and in particular, part VI of the Competition Act, R.S.C. 1985, c. C-34.

3.4.5 Past Performance or Past Conduct

Kinetic may prohibit a potential Respondent from participating in a procurement process based on factors listed in trade agreements entered into by Canada past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

(a) illegal or unethical conduct as described above;
(b) the refusal of the supplier to honour its submitted pricing or other commitments or to achieve required performance standards or;
(c) any conduct, situation or circumstance determined by Kinetic, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of Kinetic

All information provided by or obtained from Kinetic in any form in connection with this RFSO either before or after the issuance of this RFSO

(a) is the sole property of Kinetic and must be treated as confidential;
(b) is not to be used for any purpose other than replying to this RFSO and the performance of any subsequent contract for the deliverables;
(c) must not be disclosed without prior written authorization from Kinetic; and
(d) must be returned by the Respondent to Kinetic immediately upon the request of Kinetic.

3.5.2 Confidential Information of Respondent

A Respondent should identify any information in its Proposal, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by Kinetic. The confidentiality of such information will be maintained by Kinetic, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their Proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by Kinetic to advise or assist with the RFSO process, including the evaluation of Proposals, and may be disclosed to representatives of the GPO Members. If a Respondent has any questions about the collection and use of information pursuant to this RFSO, questions are to be submitted to the RFSO Contact
Respondents are also advised that the resulting contract, including the Proposal and pricing, will be disclosed to Kinetic Members.

3.6 Procurement Process Non-binding

3.6.1 No Contract A and No Claims

Although this RFSO process is designed to comply with the requirements of any trade agreements or Directives including but not limited to, Canadian Free Trade Agreement and the Comprehensive European Trade Agreement applicable to GPO Members, this procurement process is not intended to create and will not create a formal, legally binding bidding process at Common Law. It will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

(a) this RFSO does 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
(b) neither the Respondent nor Kinetic have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a Proposal submitted in Proposal to this RFSO.

3.6.2 No Legal Relationship or Obligation

No legal relationship or obligation will be created between the Respondent and Kinetic or any GPO Member by this RFSO process unless and until a Master Agreement is signed.

3.6.3 Cancellation

Kinetic may cancel or amend the RFSO process without liability at any time.

3.7 Governing Law and Interpretation

The Terms and Conditions of this RFSO Process

(a) 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 will 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 of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

EXHIBIT A – STATEMENT OF WORK

Please see separate document

EXHIBIT B – MASTER AGREEMENT

See attached document for Exhibit B (Master Agreement and Sample Purchase Agreement).

Instructions to Respondents

Respondents who wish to propose changes to the Master Agreement should provide responses to the proposed Master Agreement within the document included in the RFSO and return the marked-up or commented Master Agreement with their Proposal.

NON-NEGOTIABLE TERMS ARE SHADED IN GREY. **KINETIC WILL NOT NEGOTIATE CHANGES TO THE NON-NEGOTIABLE TERMS**. If a Respondent wishes to proposed changes to a non-negotiable term, this should be done **prior to submitting a Proposal** and before the Deadline for Questions.

A sample Purchase Agreement has been provided. If you intend to use your own Purchase Agreement, please submit with your response.

EXHIBIT C – EVALUATION PROCESS

Please see separate document

FORM 1 – MANDATORY SUBMISSION FORM

Please see separate document

EXHIBIT D – REFERENCE FORM

Please see separate document

EXHIBIT E – FINANCIAL PROPOSAL REQUIREMENTS (MARKET BASKET)

Please see separate document for Exhibit E - Financial Proposal Form.

Instructions to Respondents

1. Respondents to provide Pricing for Market Basket categories

2. The "Market Basket" items listed in 5Categories.

3. Respondents shall provide the proposed service lines, including the total number of services offered in your catalog. Offerors shall identify and describe their categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

   a. Identification and description of product categories offered.
   b. Identification and description of subcategories.

4. The Respondent shall provide a list of all items in its standard published catalogue with public prices, minimum percentage discount off list and net prices, and;

5. A "**Market Basket**" consisting of a list of all available services within the classes of products listed in the RFSO along with pricing shall be submitted by the Respondent. Kinetic reserves the right to request clarification of the Market Basket after close of the RFSO.

6. For ease of review and evaluation by the evaluation team, the listing shall be submitted in an electronic format as per Exhibit E (Market Basket Form).

7. Proposed prices shall be provided in Canadian funds and shall include all applicable Customs duties, tariffs, overhead, materials, fuel, office support, profit, permits, licences, labour, insurance, Workplace Safety Insurance Board costs, travel, and warranties, and further shall be subject to adjustment for fluctuation in foreign exchange rates at the time of order;

8. Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.

9. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

10. All prices shall be quoted exclusive of applicable taxes, each of which, if applicable, should be stated separately. Contractor is responsible for submission and payment of all applicable HST.

11. Kinetic GPO will review fully documented requests for price adjustment after the Master Agreement has been in effect for one (1) year. price adjustment will be effective upon the effective date of the Contract anniversary, unless otherwise agreed upon.

12. In the event of any discrepancy in the prices within a Proposal, the lowest price submitted will take precedent.

Additional Pricing Terms

Electronic Price Lists

1. Respondents shall offer pricing for services based on a discount off a price list specified, *i.e.,* wholesale price; catalog; retail Point of Sale (POS) for each category with limited exceptions specifically identified in each price file.

2. Electronic Catalog and/or price lists must accompany the proposal. Include an electronic copy of the catalog in Excel format from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. If Respondent has existing GPO contracts in place, Respondent is requested to submit pricing equal to or better than those in place.

3. Suppliers are encouraged to offer additional discounts for one-time delivery of large single orders to GPO Members. GPO Members may seek to negotiate additional price concessions based on quantity purchases of any products offered under the particular Purchase Agreement. Kinetic Members shall document their files accordingly.

4. In addition, Supplier(s) may conduct sales promotions involving price reductions. Supplier(s) shall submit to Kinetic documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to quoted prices. Promotional prices shall be available to all GPO Members. Upon approval by Kinetic, the Supplier shall provide notice by email of the promotion.

5. Installation charges shall be clearly identified when applicable.

6. Prices listed in the Standing Offer Agreement will be used to establish the extent of the services that are available from a particular Supplier and the pricing per item.

7. Electronic price lists must contain manufacturer part #, supplier part # *(if different from manufacturer part #)*; description; manufacturers list price and discounted price offered to GPO Members (excluding freight) based on the locations services as per Form 1.

8. Media submitted for price list must include the Respondents' company name, name of the solicitation, and date.

Please submit price lists and/or catalogs in excel or delimited format only.

Pricing Validation and Increases

- All pricing submitted shall be "ceiling" or "not-to-exceed" pricing, subject to the price adjustment provisions below.
- The Supplier may adjust submitted pricing lower if needed but, cannot exceed the pricing submitted in its Proposal.
- Please note that Kinetic does not publicly post Suggested Retail Price (MSRP) lists. Our suppliers are responsible for providing quotes to our members based on the contracted items based on

the RFSO quoted pricing and the agreed upon discounts. If a member needs to validate pricing, they can reach out to the Supplier directly or to Kinetic to receive a copy of the current MSRP. Depending on the request, Kinetic and/or the supplier will either confirm the pricing, send a copy of just the quoted items, or provide the entire Master Price List.

- Pricing for **Kinetic customers** is as follows; The pricing model is the MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at that time according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied.
- For example:

US MFSR	Current Monthly Fx Rate	CAN MSRP	Kinetic Discount (Based on 20% off CAN MSRP)
$5000	1.2932	$6,466	$5,172.80

- Bank of Canada – Monthly Exchange Rate
- https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/
- Suppliers will be responsible for fluctuations in currency exchange; therefore, we suggest appropriate expiry dates for all quotes.
- Increases during first 12 months of Master Agreement (COVID-19 Pandemic Exception)
- Prices must not increase in the first twelve months of the Master Agreement, subject to a time-limited exception to account for the supply chain disruptions currently being experienced worldwide as a result of the COVID 19 pandemic. Suppliers wishing to increase their pricing in the first year must provide evidence reasonably satisfactory to Kinetic that the price increases: (a) are caused by the global supply chain disruptions; (b) could not reasonably have been foreseen at the time of Proposal submission and (c) represents the direct incremental cost to Supplier, net of Supplier profit and overhead.
- OPTION 1 – Allowable Price Adjustments – Services
  Except as set out above, prices quoted in Respondents' Financial Proposal shall be fixed for the first twelve months of the Master Agreement (the "**Contract Year**"). Thereafter, prices may be increased once every Contract Year (including renewal years) by up to the Canadian Consumer Price Index Yearly Inflation Rate as reported in the last month of the previous Contract Year.
- OPTION 2 – Allowable Price Adjustments – Commodity
  Except as set out above, prices quoted in Respondents' Financial Proposal shall be fixed for the first twelve months of the Master Agreement (the "**Contract Year**"). Thereafter, prices may be adjusted once every Contract Year with supporting justification for the price increase, which may include evidence that original manufacturer's prices have been increased.
- The Respondent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the RFSO, that it has factored all of the provisions of the Agreement, if any, into its pricing assumptions, calculations and into its proposed prices.

EXHIBIT F – KINETIC CANADIAN PUBLIC SECTOR AGENCIES LISTINGS

Kinetic GPO has included in a separate Excel spreadsheet labeled “Exhibit F Kinetic Canadian Public Sector Agencies Listing” a listing of Municipal, Academic, School Boards & Hospitals also referenced as MASH sector entities, and political subdivisions of the referenced public entities/agencies who would be eligible to access the contract award made pursuant to this solicitation.

This notice complies with the procedural requirements of certain Canadian procurement agreements and respective provisions for public agencies.

Please see separate document for the list of agencies

EXHIBIT G – List of Subcontractors/Dealers

See separate document

EXHIBIT A – STATEMENT OF WORK

Kinetic GPO is seeking qualified Supplier(s) for Print Services and Equipment throughout Canada which may not be limited to the services listed in this Statement of Work below. Respondents to specify and complete Form 1 attached in the bid package.

Kinetic GPO is a National GPO, with headquarters in Cambridge, Ontario, and as such needs to ensure that where possible all winning suppliers can service each area in Canada to the best of the supplier's ability. Kinetic GPO acknowledges that there is a cost to doing business and this can be noted in their proposal. This could include, but not be limited to, different service and delivery costs in various regions of Canada. Should a respondent decide not to bid on all areas or not be able to service all geographic areas they will be scored accordingly as noted in Exhibit C. It would then be up to the evaluation committee to assign points to the respective responses and then determine the overall winner based on the technical portion of the bid.

Supplier(s) shall, at the request of Kinetic GPO and/or GPO Members, provide these services pursuant to the terms of this RFSO and the Standing Offer Agreement that forms part of the negotiated Master Agreement between Kinetic GPO and the Supplier.
This RFSO consists of goods and services that represent those most frequently purchased from qualified suppliers that can provide products listed and be able to supply the services to a minimum of one entire Province.

This Solicitation is to establish a nationwide purchasing agreement for the supply of the following products or services. The descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the commercial and industrial environments. Your firm may not have the ability to provide all services.

The intent is for each Supplier to submit their complete service line so that Kinetic GPO's Members may order a wide array of services as appropriate for their needs. You may subcontract services your firm does not supply.

1. Subcontract Consultant Authorization

During the Term of the Agreement, the Supplier to accept responsibility to ensure all branches or Subcontract Consultants representing them and providing services are trained in the requirements of the Agreement. Kinetic GPO reserves the right to request that the Supplier remove or replace any Subcontract Consultant or branch providing service under this agreement and or to remove from the agreement any Subcontract Consultants or branches not providing satisfactory service to Kinetic GPO and or its' Members.

2. Description of Core Products and Services

Services include but not limited to:

Core Products

Respondents are expected to propose the broadest possible selection of Print Services and Equipment. The categories listed below are examples only.
Services within each category and any unidentified category that the Respondent can provide. The intent of this solicitation is to provide Participating Public Agencies with solutions to meet their various needs.
All equipment proposed, replaced, leased or rented must be new and currently in production and containing new/first time use parts/components.

Category 1 - Office Multi Function Devices (MFDs)

Office MFDs in the ranges set out below:

Monochrome:
Low-End Business MFD: This device can create up to 35 ppm.
Mid-Range Business MFD: This device can create 35 to 60 ppm.
High-End Business MFD: This device can create 60 to 100+ ppm.

Colour:
Low-End Business MFD: This device can create 35 ppm.
Mid-Range Business MFD: This device can create 35 to 60 ppm.
High-End Business MFD: This device can create 60 to 100+ ppm.

Office MFD Base Model Requirements

The minimum base model features for all Office MFDs include:

- Ability to print on 11 × 17 for all Office MFDs except for 15ppm to 34ppm monochrome Office MFDs
- Asset tracking software
- Automatic reduction/enlargement
- Automatic return document feeder
- Black-and-white feature enables as the default print setup at the time of installation

- Colour scanning capable
- Common user interface for all proposed Office MFDs
- Duplex copy and scan one pass duplex scan for all Office MFDs
- Duplex feature enabled as the default print setup at the time of installation
- Electronic sorting or collating
- Network accounting functionality (e.g. remote meter reads, GPO Member user I.D.)

Other Office MFD Features

Other features, in addition to those listed above, may include but are not be limited to:

- Optional paper tray
- Standard trays up to 1000 sheet capacity
- High capacity feeder/paper tray
- Duplex copy and scan (one pass duplex scan for 15ppm to 34ppm monochrome Office MFDs)
- Ability to print on 11 × 17 for 15ppm to 34ppm monochrome Office MFDs
- Locking paper feeder/tray - keyed alike for all types of Office MFDs
- Multi-position stapling
- Multi-position hole punch unit
- System memory (minimum): 1.5GB

Category 2 - Production MFDs Base Model Requirements

The minimum base model features for all Production MFDs includes:

- Ability to print on 13 x 18 (or similar size) to allow for full bleed printing
- Asset tracking software
- Automatic reduction/enlargement
- Automatic return document feeder
- Colour scanning capable
- Common user interface for all proposed Production MFDs
- Duplex copy and scan (one pass duplex scan)
- Electronic sorting or collating
- Minimum (with optional trays) paper capacity: 7,000 sheets for monochrome, and 4,500 sheets for colour
- Multi-position stapling
- Network accounting functionality (e.g. remote meter reads, Client user I.D.)
- Network ready (as described below)
- Paper trays (three (3) – letter, legal and ledger size (11x17))
- Virgin and/or recycled paper is acceptable
- Paper weight handling: 16 lb. bond – 80 lb. bond cover
- Print (on letter and legal sized paper)/copy/scan capable
- Resolution (minimum):
  Print/Scan: 1200 × 1200 dpi
  Copy: 600 × 600 dpi

- Robust reinforced paper trays
- Stack capacity (minimum): 3,000 sheets
- Standard paper capacity (minimum): 1,500 sheets
- Scan to e-mail, folder (FTP/SMB), USB
- Scan to TIFF, PDF, searchable PDF, JPEG, XPS
- Security features
- Audit log
- Network authentication
- Secure print, scan, email
- Ability to lock down port by administrator
- Support secure data wipe functionality (automatic and manual) for all print/scan jobs stored locally
- Selectable multi-position hole punch unit
- Selectable USB port functionality
- System memory (minimum): 1.5GB

Other optional Production MFDs Features

Other optional features, in addition to those listed above, may include but are not limited to:

- Fax Receive
- Booklet making kit
- C-folder and Z-folder
- High-capacity feeder/paper tray
- Optional paper tray
- Locking paper feeder/tray - keyed alike for all types of Production MFDs
- Saddle-stitch kit
- Ring binder
- Trimmer unit

Note: Proponents may bid on Category 1 and or 2. Kinetic may award Category 1 and or 2 together or separately, whichever is in their best interest.

Proponents to bid on the following categories applicable to Category 1 and 2.

Category 3 – Consumables - Toner, Staples, and Other Required Supplies

Consumables are to be provided at an additional cost and are not to be included in the cost per copy but rather invoiced separately.
The Proponent to identify all consumable items required to operate the equipment it is proposing and provide associated pricing if applicable.

Kinetic will accept only OEM (Original Equipment Manufacturer) NEW toner, all parts and all consumables. Re-filled, re-furbished, re-conditioned and non-OEM cartridges, parts and consumables of any kind are not acceptable in this category however may be included under Category 5 Related Products, Services and Solutions.

The successful Proponent shall be financially responsible for any and all damages (including cleaning up spills) caused by any toner, staples, and other supplies, provided by the successful Proponent.
Unless noted otherwise through a separate arrangement, the GPO Member will add paper, toner, and staples to an Office MFD – the successful Proponent shall perform all other service/maintenance tasks.

Category 4 - Managed Print Services (MPS)

MPS reviews the GPO Member's technology usage patterns and user needs, as well as governmental compliance and client focused concerns such as security, document management, and environmental sustainability.

Services may include, not limited to:

- review and recommend approach to manage members Print Services
- Monitor, manage, and optimize total print output
- Assess and develop strategies to improve document security, reduce costs and increase productivity
- Document workflow management
- Digitization services (e.g. optical character recognition, searchable PDF)
- Content and records management (no minimum level required)
- Manage Resource life cycle, and disposal
- Follow me Printing

Category 5 – Related Products, Services and Solutions

The complete range of other related print services and equipment , including but not limited to trade in programs and other solutions offered such as Meeting Room Solutions & Services, Office Print Solutions & Services, Intelligent Locker Solutions & Services, Service Desk, Solutions & Services, Device Management Solutions & Services, Workspace Management Solutions, & Services, Video Conferencing & Collaboration, Digital Signage Solutions & Services, Business Process Services and Solutions, Graphic Communications by the Respondent.

3. IT Requirements

The successful Proponent shall ensure that all Office MFDs are network ready, open architecture (file format independent– no requirement for GPO Members to use specific software) and fully integrate with the GPO Member print administration systems and meet the IT requirements listed below. Office MFDs should have the ability to print from a variety of operating systems, including but not limited to mobile devices:

- Android 2.4 and later
- iOS 6 and later
- Linux compatible
- Mac OS X 10.4 or later
- Windows Server 2003/2008/2012/2016 or later
- Windows Mobile 8 and later
- Windows XP/Vista/7/8/10 or later

Network protocol:

- Compliant with TCP/IP V4/V6 and gigabit Ethernet protocols
- Compliant with DHCP and static IP addressing

Examples of SMTP protocol email software applications include but are not limited to:

- First Class Mail (Open Text)
- GroupWise
- Microsoft MS Exchange
- Microsoft Outlook

Drivers:

- PCL6, PS Print Drivers
- PostScript Interpreter + drivers
- Universal print drivers

Administration – All Office MFDs should support authentication of administrative users via a remote directory service (e.g. LDAP or active directory), and shall be able to be administered remotely (if GPO Member permits the successful Proponent to do so) and centrally via either a web-based interface or installable software:

- Central device administration
- Access codes for all users
- Online portal to access all network connected devices and remote trouble shoot error codes
- Integrates with print management software (e.g. Paper Cut)
- Web administration
- Remote meter readings capability

A Client administrator should be able to restrict all Office MFDs to network-based printing only, as well as to disable select features of the Office MFDs (e.g. scan/fax).

4. Access to Use Office MFDs

All Office MFDs require the ability to provide the following secure access:

- Program access codes to hold GPO Member user information (e.g. cost centre number, user name, and department). GPO Member Agencies may require one (1) access code for every user in their organization, providing the user with the ability to use all Office MFD functionality
- Provide access to users via an ID card (e.g. student card) with the ability to pre-load copy volumes, and have the user (e.g. student) pay and add volume as required
- Provide the ability to print from a USB stick, if acceptable practice within the Member Agency organization
- Connecting to proximity reader

5. Data/Network Safety

The Proponent shall guarantee the safety of the data by providing the following two (2) options:

- The hard drive will be sanitized, and/or
- The hard drive is retained by the GPO Member, at a cost to be mutually agreed upon by the successful Proponent and the GPO Member.

The successful Proponent shall dispose of Office MFDs and/or toner, staples, and other required supplies in an environmentally responsible manner and provide the GPO Member with a certificate (i.e. proof) of destruction, if requested.
The successful Proponent shall participate in the Ontario Waste Electrical and Electronic Equipment ("WEEE") Program Plan and control the electronic waste produced through either a Supplier self-managed or third-party hardware return and recycling program.

6. Training

The successful Proponent shall provide initial on-site training to all available personnel at no additional charge, as requested by the GPO Member. Such training shall include all aspects of the equipment features, preventative maintenance, programming, functional operations, replacement of paper and suggested ways to produce documents that may increase productivity and reduce costs.

Key Operator and End User Training

Key operator and end user training shall include, but not be limited to, an initial training session, within three (3) Business Days of installation and acceptance and throughout the year as required, on how to use the functions of the newly installed Office MFD, and how to replace the toner and remediate minor problems (e.g. basic troubleshooting) at no additional charges.

The Successful Respondents shall:

- Conduct training sessions, to be arranged directly by the Successful Proponents with the GPO Member
- Perform training onsite at the GPO Member installation location
- Provide online training/tutorials
- Address the use of MSDS for Office MFDs, where applicable
- Provide training documentation (e.g. user guides or tip sheets that include the uniform resource locator (URL's)) for the dedicated Successful Respondents' website

Specialized IT Staff Training

The Successful Respondents shall provide GPO Member specialized IT staff training for GPO Member's IT staff at the commencement of the Agreement, upon delivery of Office MFD, at the time of Office MFD substitution, and as required by the GPO Member's IT staff during the Term of the Agreement at no additional costs.

The types of technical training shall include, but not be limited to:

- GPO Member IT service desk staff training
- Online portal training
- Administrator training, for troubleshooting
- Other technical support training

This training may be provided onsite, off-site, or online, as mutually agreed between the Successful Proponents and the GPO Member.

The Successful Proponents shall provide classroom training and training documentation for GPO Member staff as required:

- For GPO Member IT staff, as required during the Term of the CSA in order to maintain the expertise of the GPO Member IT staff in the respondents' technology as it evolves
- To provide GPO Member IT staff with knowledge transfer, and hands-on training in hardware and software operation and management of the Office MFDs

7. Meter Readings

Based on the meter readings collected quarterly, the successful Proponent will identify any under or over utilized equipment. The successful Proponent shall present solutions to resolve these scenarios during the contract term.

8. Preventative Maintenance

The successful Proponent is required to provide a preventative maintenance program for all equipment supplied to the GPO Members. The successful Proponent shall examine, clean, lubricate, test, adjust the equipment, and as conditions warrant, repair, or replace equipment included under the contract in accordance with Original Equipment Manufacturer standards.

9. Repair Response Time

The Successful Respondents will warrant the deployed Office MFDs are maintained in good working order, providing KINETIC and the GPO Member with excellent customer support and technical expertise for the Term of the Agreement.

KINETIC and the GPO Member requires a service technician, onsite, within four (4) Business Hours of a service call being initiated. Given the diverse geographical location of KINETIC's GPO Members, should Proponents not be able to meet the 4 business hours on site service they are to specify within their submission, its guaranteed onsite response time (in Business Hours) for each geographical location.

10. Damaged or Defective Shipment

The GPO Member may not accept the delivery of the Office MFD if it is:

- Defective (e.g., broken and/or damaged), and/or
- Not delivered as agreed (e.g., substituted without prior approval of the Client)

The Successful Proponents will be responsible for all shipping costs related to the return and replacement of any damaged or defective Resources from the GPO Members location. The GPO Member will not be responsible for any re-stocking charges due to damaged or defective returned Resources.

11. Implementation and Rollout

The Successful Proponents must provide implementation and roll out support to GPO Members including but not limited to:

- Assess the GPO Member Office MFD requirements – with the GPO Member
- Plan fleet implementation and roll out
- Provide GPO Members with a detailed project plan for approval (the project plan should include, but not be limited to – details about each Office MFD (including features, software requirements, GPO Member's user information) slated for implementation, how communications will be conducted, with whom, and when. Roles, responsibilities and estimated time commitments for the Successful Proponents and the GPO Member. How the rollout will be conducted, onsite GPO Member's representation during the implementation, and issue resolution (e.g., a damaged Office MFD is received, or the Office MFD has not been properly installed (e.g. missing electronic chips) when received at the GPO Member's location)
- Schedule and execute fleet rollout according to agreed upon timelines with GPO Members
- Regardless of the number of changes made to the implementation plan or rollout of Office MFDs, the Successful Proponents are responsible for maintaining inventory of all Office MFD installation locations by serial number
- GPO Members may provide, upon an assessment of its compatibility to the Office MFDs to be installed, card reader equipment to the Successful Proponents prior to delivery
- Physically deliver Office MFDs, set in place and make connections
- Perform system start-up routines

- Perform any firmware updates if needed
- Upload any directory information provided by the GPO Member (e.g. email addresses, account or user information, access codes.)
- Run testing protocols (e-mails, scans, copies)

12. Transition and Implementation

The Successful Proponents to provide GPO Member support on account setup, ensuring seamless transition and minimal service disruption, at no cost. The Successful Proponents will provide implementation and training plans to the GPO Member for approval prior to the implementation as required.

13. Installation and Configuration Services

The Successful Proponents shall deliver, install, set-up and configure all Office MFDs, including but not limited to:

- Assemble, install, and test the Office MFD prior to and after delivery to the GPO Member's location
- Coordinate access to the physical site with the GPO Member
- Physically transport Office MFD to the GPO Member's specific location where the Office MFD will be installed
- Office MFDs must be set in place and installed within five (5) Business days of their delivery to the GPO Member's location
- Unpack, check for shipping damage, install and configure Office MFD specific to GPO Member requirements
- Perform functional testing (e.g. test hardware, software, network connection, printing capability, the GPO Members code, card access, identification information and passwords, where applicable) before leaving GPO Member site
- Perform high level GPO Member orientation
- Obtain GPO Member sign-off on installation prior to leaving the location
- Clean up area, remove and dispose of all packing material from GPO Member location
- Record and provide installation information electronically including, location, GPO Member identification, asset identification, model and serial number, date, time, etc.

The Successful Proponents shall be responsible for the correct functioning of the Office MFD at the installation site. Correction of any discrepancies/problems found during the Office MFD setup or testing at the GPO Member's site will be the sole responsibility of the successful Proponents and will be made prior to acceptance at the time of installation.

14. Moves, Additions and Changes

Office MFD requirements, after initial fleet implementation, may change for GPO Members during the Term of their CSA. To support this, the Respondents shall upon mutual agreement with the GPO Member:

- Provide additional Office MFDs available on the Agreement according to the period of time chosen by the GPO Member, as required
- Ensure all new Office MFDs added to an existing CSA are coterminous to the expiry date of the CSA if the period of time is thirty-six (36), forty-eight (48) or sixty (60) months. If, however, a GPO Member wishes to add a new Office MFD to their fleet, prior to expiry, with a time period shorter than thirty-six (36) months, the GPO Member and Successful Respondents shall mutually agree to the Rate if the GPO Member requires a coterminous expiry date
- Move Office MFD(s) within a GPO Member's organization to better balance utilization at no charge

15. Removal and Replacements

The Successful Proponent will remove and replace any Office MFD.

- Malfunctions immediately upon delivery to a GPO Member's location
- Required three (3) or more service calls in two (2) consecutive months (excluding regular preventative maintenance and calls resulting from user error)

If replacement is required, the Successful Proponents shall co-ordinate the replacement with the GPO Member ensuring the defective Office MFD is removed immediately, and that a new Office MFD (with the same features) is delivered and installed.

Defective/malfunctioning Office MFDs returned to the Successful Proponents must not be deployed at any other KINETIC Client location.

16. Discontinued Office MFDs and Substitutions

If an Office MFD is discontinued and substituted during the Term of the Agreement, GPO Members have the ability to test the substituted Office MFD and shall be equal to or better than the Office MFD being replaced and shall have the same Rate as the substituted Office MFD.

The CSA will be amended with the substituted Office MFD, if accepted by the GPO Member and KINETIC. The effective date of the CSA, however, will not change. Therefore, the original effective date of the CSA will be applicable for any Office MFD substitution made during the Term of the CSA.

17. No Lemon Policy

This section establishes a standard of performance, which must be met before any equipment, or software delivered pursuant to any contract formed between the parties hereto is accepted by Kinetic. Upon completion of installation, the successful Proponent shall test and calibrate all equipment using the successful Proponent's own assurance procedures.

If requested, the successful Proponent shall provide a complete certified record of all tests to Kinetics' designate (agency). The successful Proponent shall then demonstrate that the equipment operates in accordance with performance characteristics outlined in the Proponent's Proposal. Successful performance will be completed when the system is able to carry out, with complete reliability, all operations specified in the Request for Proposal. Complete reliability is defined as continuous problem free operation over a 30-

calendar day period. The successful Proponent shall correct deficiencies until complete reliability is achieved. Should the successful Proponent be unable to overcome deficiencies within a reasonable time, the equipment will be removed at the successful Proponent's own expense and equipment shall be replaced with “like for like” at the successful Proponent’s own expense.

18. Minimum Qualifications

The following minimum qualifications should be present for a Supplier to be considered for award of a contract under this RFSO.

a. Extensive experience working with Broader Public Sector in providing Print Services and Equipment.
b. Key personnel are encouraged to have experience working in Print Services and Equipment and hold the appropriate Certifications for the completion of the works
c. Have a strong national presence in Print Services and Equipment.
d. Have a distribution model capable of servicing products nationwide
e. Have a demonstrated sales presence
f. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein
g. Be able to provide the full range of services to meet the demands of Kinetic GPO Members

The overall objective of this RFSO is to select a Supplier (or Suppliers) that will provide the service in the most cost-effective manner while maintaining the highest quality and standards.
Services may be added to the Core Service List, should Kinetic GPO or the Member, in the case of a Member specific Core Service list, determine after an annual review that the Service is being used at a frequency that warrants inclusion on the Core list.

19. Contractor Responsibilities

a. Maintaining a recruiting and hiring program that is following applicable Provincial and Federal employment laws and their implementing rules and regulations, including, but not limited to the most recent version of the following codes: the Code on Wages, the Industrial Relations Code, the Code on Social Security, and the Occupational Safety, Health & Working Conditions Code, Accessible Canada Act, Canadian Human Rights Act, Charter of Rights and Freedoms.
b. Performing background screening on all contractor employees provided to the Member, to include screening of credentials, licensure, personal history, qualifications, work history, and references, drug testing when required, as well as criminal background checks. Contractor shall ensure that all contractor employees possess all certifications and qualifications necessary to enable them to perform their assignments.
c. Informing contractor employees that they are required to adhere to the policies and procedures of the Member. Contractor and/or its designee shall promptly notify the applicable Member of any human-resource-type issue raised by a contractor employee that may affect the Member, such as threats of violence, harassment, discrimination or retaliation.
d. Providing contractor employees all of Member’s safety, drug/alcohol, work policies, anti-harassment, anti-discrimination, and anti-retaliation policies and informing them that they are required to adhere to such policies. Contractor shall establish a complaint and/or reporting

procedure for violations of policies and instruct contractor employees on the use of the procedure. Contractor shall obtain written acknowledgement from each contractor employee provided under this contract that she or he has read, understood, and agrees to abide by those policies and procedures.

e. Providing harassment, discrimination, diversity, and retaliation training for all contractor employees provided under this contract. Contractor shall maintain a record of all such training.
f. Informing contractor employees in writing that they are employed by Contractor, not the Member.
g. Notifying contractor employees in writing that the only benefits they will receive will be from Contractor, and that they are not entitled to any benefits from the Member.
h. Preparing and distributing an Employee Handbook to contractor employees that identifies and explains Contractor's policies and procedures that are to be followed during the course of contractor employees' employment with Contractor.
i. Informing contractor employees in writing that job-related illness/injury reports are to be reported to the Contractor. Contractor and/or its designee shall notify the applicable Member agency within 24 hours of receipt of any such reports.
j. Being solely responsible for, and holding the Member harmless from, all administrative employment matters regarding contractor employees including, but not limited to, all payroll and payroll income tax withholding matters, payment of workers' compensation premiums, Employment Insurance, Canada Pension Plan, Old Age Security, and funding of appropriate fringe benefit programs.
k. Paying contractor employees in compliance with applicable wage and hour laws including, but not limited to, Canada Labour Code, the Code on Wages, 2019; the Industrial Relations Code, 2020; the Code on Social Security, 2020; and the Occupational Safety, Health & Working Conditions Code, 2020. Contractor shall maintain complete and accurate records of all wages paid to its employees assigned to provide services to the Member.
l. Contractor to have a disaster recovery plan for Participating Public Agencies. Include any previous experience, contingency plans, alternatives, and issues related to continuing system operations in the event of an extended total system outage.

20. Applicable Codes and Standards

Where a Product is required to conform to any standards set out in a standard specification such as but not limited to the most recent version of the following codes: Canadian Standards Association ("CSA"), American Society for Testing and Materials ("ASTM"), American National Standards Institute ("ANSI"), Canadian General Standards Board ("CGSB"), bylaw and licensing requirements, labour codes, building codes, workers compensation, health and safety regulations, as well as any applicable Provincial etc. the Proponent shall have the ability to obtain assurance from their supplier, in writing, that its product meets and/or exceeds the standard.
All codes/standards shall be the latest issue of specified codes/standards as amended and revised to the RFSO closing date.

21. Member Reporting

The Supplier shall be responsible for providing various Service-related reports to Members including, but not limited to:

a. Written reports on the total number of contracts
b. Total dollar spend per commodity and or service
c. Total savings per contract
d. Regularly published Market Research Reports as well as market monitoring reports and updates on regulatory matters as applicable
e. Prepare and periodically update procurement reports which will include an in-depth analysis of Client's procurement needs, goals, and objectives, options available and strategic recommendations
f. Assisting the Members in preparing internal usage reports
g. Provide status/progress reports to the Members as requested
h. Deliver presentations to the Members and/or their representatives
i. Budget reports
j. The Supplier shall be responsible for any other ad hoc reports requested by Members

22. Support to Members

The Contractor shall provide effective support to the Member including, but not limited to:

a. Providing a responsive account executive (with applicable back-up) assigned to the Member to support their needs by providing day-to-day and ongoing administrative support, and operational support
b. Establishing an ongoing communications program with the Member (e.g., new initiatives, innovation, sustainability
c. Managing issue resolution in a timely manner
d. Complying with agreed upon escalation processes to resolve outstanding issues.
e. Responding to Member's inquiries (e.g., to day-to-day activities) within one (1) Business Day
f. Ensuring minimal disruption to the Member
g. Providing easy access to the Supplier (e.g., online, toll free telephone number, email, voicemail, chat)
h. Adhering to the Member's confidentiality and privacy policies
i. Providing written notice to Members on any scheduled shut down that would impact services
j. Provide Member reporting, as required
k. Attending meetings with Members, as requested
l. Managing any Subcontract Consultants or branches providing services under this agreement to the ensure needs of Kinetic GPO and its Member's receive satisfactory customer service
m. Upon request, if applicable, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request by either Kinetic GPO or a participating Member. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law.

23. Environmental Considerations

Kinetic GPO and its Members are committed to reducing the carbon footprint. The Supplier should keep Members informed about any environment-friendly Products, new technologies and/or green initiatives. The Supplier should, in consultation with Kinetic GPO, make any environment-friendly Products, new technologies and/or green initiatives available to Members as requested.

24. Shipping

If applicable, Respondents must include a defined shipping/delivery program with its response. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price cannot be used.

a. Unless specifically stated otherwise in the "Shipping Program" included in Respondent's response, all prices quoted must be F.O.B. destination with freight prepaid by the Respondent. Any charges for shipping outside the suppliers trading area to be noted in the proposal response and will be evaluated in accordance with the evaluation criteria noted in Exhibit C.
b. Additional costs for expedited deliveries may be added

25. Delivery and Inspection – If applicable

Product is unloaded off the truck and delivered to the point inside a building during normal business hours, M-F, 8:00am-4:00 pm local time, unless otherwise requested. Removal and disposal of any packing materials (removed from site). Dealer management as it relates to final order-ready quote, exact delivery dates and times, correction of any discrepancies between the final quote and customer purchase order, replacing any items short shipped and/or accepting the return of any over shipments and/or missed shipments, and submitting accurate invoice that matches the customer's purchase order, processing of any necessary freight/damage claims.
Members may not have loading docks at each of their locations. For the locations that do not have loading docks, the Supplier shall make the delivery with a lift gate or equivalent. It would be up to the individual Members to determine if delivery inside to a common area can be accommodated.
Members may have other delivery requirements (e.g., pallet size). The Contractor and Member will work together to ensure that delivery requirements can be accommodated.
Upon delivery, Respondent will provide the Delivery ticket with appropriate corresponding purchase order number to each Member Agency.

Packaging - all packaging to meet at least one of the criteria listed below:

a. Uses bulk packaging
b. Uses reusable packaging (e.g., totes reused by delivery service for next delivery)
c. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product
d. Maximizes recycled content and/or meets or exceeds the minimum postconsumer content level for packaging in Canada
e. Uses locally recyclable or certified compostable material

Inspection

Contractor shall work with the Member Agency to arrange for inspection. All products delivered shall be subject to a complete inspection by the Member Agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, quality, workmanship, and materials. If delivered product is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the Member Agency.

26. Lead Time

Commencement of Service delivery will be a maximum of up to 5 business days after the Supplier receives the Member's order. For non-Core items, larger than normal service requests, the Supplier and Member will agree upon the lead time that is mutually beneficial to both parties.
Where 5 business day delivery can not be accommodated in specific areas this is to be noted in your proposal submission.

Supplies to be provided on a "24 hour" delivery basis.

27. Current Services

All services being offered in response to this solicitation shall be in current and ongoing offerings; shall be formally announced for general marketing purposes; shall be a type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

28. Outcome

The expected outcome of this RFSO is to enter into a contractual relationship with a business partner who provides Print Services and Equipment.
The primary focus of this RFSO is to award a national contract(s), to the supplier(s) that offer the most comprehensive solutions to the above outcome statement.
Suppliers must demonstrate that they have comprehensive solutions to provide product in an efficient and effective manner.

29. Estimated Volume

The estimated dollar volume of, under the proposed Master Agreement is approximately $10,000,000 Million Dollars for the life of the Contract. Please note that no dollar volume is guaranteed by Kinetic GPO. The estimated dollar volume is based on anticipated volumes and is subject to the number of agencies that Kinetic GPO has signed to use the contract. Suppliers are cautioned to use their own research to assist them in determining the potential size of the contract. For greater certainty, Kinetic GPO is not providing any promise or representation in respect of the estimated total quantities or values of the Print Services and Equipment.
Kinetic GPO is unable to advise at this time how many Members will decide to take advantage of a resulting agreement or what the expected quantity is for each category.

30. Sales Commitment- Refer to Evaluation Process, Exhibit C, Section V, Value Add

Supplier is encouraged to market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged, and committed to offering the Master Agreement as one of the awarded Supplier's primary offerings to Canadian Public Agencies/Entities. The primary target market is agencies within the MASH sector, as well as non-profits. The Master Agreement may be extended to other sectors at the discretion of the awarded Supplier.

a. Supplier Sales. Supplier role is to be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by Kinetic GPO. Use of product catalogs, targeted advertising, direct mail, and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the Kinetic GPO logo. Kinetic GPO will grant to the Supplier, during the term of the Master Agreement, a nonexclusive, revocable, non-transferable, license to use the Kinetic GPO name, trademark, and logo solely to perform its obligations under the Master Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the Kinetic GPO name, trademark, or logo will ensure to the benefit of Kinetic GPO. Kinetic GPO shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Master Agreement, the Supplier will grant to Kinetic GPO a license to reproduce and use Supplier's name and logo in connection with the advertising, marketing, and promotion of the Master Agreement to Public Agencies. Supplier will assist Kinetic GPO by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited, (ii) the Master Agreement provides government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract. Supplier commits that all Master Agreement sales will be accurately and timely reported to Kinetic GPO.
b. Sales Force Training. Supplier and Kinetic GPO will work together and train the Supplier's national sales force on the Master Agreement and Kinetic GPO program. Kinetic GPO will strive to be available to train regional or district managers and generally assist with the education of sales personnel.
c. Participating Public Agency Access. Supplier is strongly encouraged to establish the following communication links to facilitate customer access and communication. A dedicated Kinetic GPO internet web-based homepage containing:

    i. Kinetic GPO standard logo
    ii. Summary of Services pricing
    iii. Electronic link to Kinetic GPO's online registration page
    iv. Other promotional material as requested by Kinetic GPO
    v. A dedicated toll-free national hotline, or email address, for inquiries regarding Kinetic GPO

d. Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed Kinetic GPO's online registration process prior to processing the Public Agency's first sales order.

e. Supplier's Performance Review. Upon request by Kinetic GPO, Supplier shall participate in a performance review meeting with Kinetic GPO to evaluate Supplier's performance of the covenants set forth in this Agreement.

31. Product Pricing

Pricing shall be a fixed percentage (%) off total spend by individual Product Category.
Kinetic GPO will consider other retail pricing options (ex. Rebate on gross sales). A net price for the first year for each item is acceptable.

Purchase option: Members will buy MFDs and/or Laser Printers, and or associated products and services, from the successful Proposer. The successful Proposer will provide its products and services in accordance with the requirements of this RFP. The title for the purchased MFDs and/or Laser Printers will be transferred to the Member. In conjunction with purchased MFD's, Proposers must offer a cost per copy (CPC) rate for service and supplies. Proposers response for pricing on purchases, as well as service and supply component, based upon both no volume commitment, and with volume commitment, must be submitted on Exhibit E Market Basket.

Lease Option: Successful Proposer must offer MFDs and associated products and services based on the following full Market Value (FMV) and $1 buyout terms:

- 36 Months
- 48 Months
- 60 Months

In conjunction with leased MFDs, Proposer must offer a CPC rate for service and Supplies

In conjunction with Leased MFDs, on both FMV and $1 buyout option, a service and supply component must be included and reported on Exhibit E Market Basket.

The successful Proposal must include in detail the proposer's terms and conditions, and processes for the following:

- Early Lease termination
- Lease renewal/extension
- Buyouts of leased MFDs on FMV and $1 buyout options as follows:
    i. At the expiration of the initial term
    ii. At any time during the initial terms, please provide a monthly buyout schedule
    iii. Residual value use and application for Members reserve the right to lease through a Third Party vendor

32. Rebate on Sale

If this pricing option is offered, it is to be included in the Market Basket.

33. Related Products and Services Pricing

All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, a deployment plan for new services to be provided.
All quotations shall be for a "not to exceed" amount.

34. Ordering Capabilities

Service Ordering

Members may use a variety of ordering methods, including phone, fax, email, and electronic transactions as further described below.

Online Ordering -If applicable

As applicable, Kinetic GPO Members may choose to use the Supplier's website to place orders. At a minimum, the website shall:

a. Allow generic or individual user login ID and password
b. Provide a customizable landing page for an individual Member
c. Contain Product offerings specifically for an individual Member (e.g., unapproved Products shall be blocked from access as requested)
d. Feature search function to allow easy Product lookup by description, manufacturer, and Product code
e. Contain real time inventory information; back ordered Products and expected shipping time shall be clearly marked at time of order check out; an option to cancel the back ordered Products shall be also provided at time of order check out
f. Provide information related to website maintenance, warehouse closing and other situations where orders will be impacted
g. **Optional:** the program should provide the user with the option of economic alternative products and/or green products as available

Electronic Commerce

Members may use a variety of Enterprise Resource Planning ("**ERP**") systems (PeopleSoft, Dynamics & others), E-Procurement (e.g., JAGGAER, formerly SciQuest) or financial systems. When Members implement various methods for electronic ordering, the Respondent will use commercially reasonable efforts to provide technology and implementation support to Members at no extra cost.

35. Updates

Suppliers may introduce additional services during the term of the contract upon written request issued by Supplier to Kinetic GPO, and such services will qualify to be added or substituted, provided it is within the original scope of this RFSO. All requests are subject to review and approval by Kinetic GPO. At no time is the Supplier allowed to unilaterally change services or increase pricing. Suppliers shall be responsible for notifying Kinetic GPO of all obsolete and discontinued services in writing and in a timely manner.

36. Inventory Stocking - If applicable

Upon prior written agreement between the Supplier and a GPO Member, payment may be charged to ship goods and to store them or maintain an inventory of goods on behalf of a GPO Member, for use by that Member at a later date. If required by a Member, the terms and conditions applicable to such arrangement shall be as negotiated by the Member and the Supplier.

37. Additional Terms to be Included in the Standing Offer

Members will have the option of two (2) approaches when purchasing services from the Standing Offer Agreements resulting from this RFSO including purchasing services from the Standing Offer Agreements directly using the prices set out and/or a request for pricing process which will be included in the Master Agreement.
All pricings will be included in the standing offer agreement. There may however be occasion when a Member is looking to purchase a service that is not listed in the agreement or where Members are looking for better pricing. Kinetic GPO works with a not to exceed pricing schedule which allows our suppliers to potentially offer a lower price based on specific requirements.

38. Service Quality

All services shall be of high quality and in accordance with standard professional industry standards.

39. Service Level Reports

As stipulated in the Master Agreement, the Supplier shall be responsible for providing Kinetic GPO with monthly sales report. The report shall also include a service level agreement report in Excel spreadsheet format as outlined below:

- Total Number of Purchase Orders Placed
- Total Dollar Value of Purchase Orders Placed
- Average Value of purchases placed by Member

The Supplier to provide detailed management reporting by Participating Public Agency as follows:

- Sales Dollars
- Sales histories by Category
- Procurement card (MasterCard or Visa brand)

MASTER AGREEMENT

BETWEEN:

Kinetic GPO Inc.

(referred to as "**Kinetic**")

AND:

[*LEGAL NAME OF SUPPLIER*]

(referred to as the "**Supplier**")

WHEREAS, Kinetic issued **RFSO 24-01 Print Services and Equipment** (the "**Deliverables**") to Kinetic GPO members (referred to as "**Member**" or the **"Purchaser"**);

AND WHEREAS, the Supplier was selected to enter into this Master Agreement to establish a Standing Offer by the Supplier (the "**Standing Offer**") for the potential provision of the Deliverables to the Purchasers pursuant to agreements that will set out the particulars of the contract between a Purchaser and the Supplier for the purchase of Deliverables (the "**Purchase Agreement**").

NOW THEREFORE, the parties agree as follows:

1.0 Term of Master Agreement

This Master Agreement shall take effect on the **[*insert date*]** and shall be in effect for a period of **three (3)** years, with an option in favour of Kinetic to extend the term for an additional period of up to **two (2)** years, unless it is terminated earlier in accordance with the terms of this Master Agreement or otherwise by operation of law.

2.0 Kinetic and Supplier Representatives

The Kinetic Representative and contact information for the Master Agreement is:

Chris Penny
Kinetic GPO.
226-474-1169
chris@kineticgpo.ca

The Supplier Representative and contact information for the Master Agreement is:

[*insert name and title of Supplier representative for the purposes of the Master Agreement and contact details, including mailing address and email address*]

3.0 Provision Of Deliverables

3.1 Deliverables Provided under Purchase Agreements

The Supplier agrees that the provision of the Deliverables to a Purchaser will be governed by the terms of the Standing Offer, including the Standing Offer Terms and Conditions, as set out in Exhibit A to this Master Agreement, and the terms of the Purchase Agreement entered into between the Supplier and a Purchaser in respect of the Deliverables.

3.2 Pricing of Deliverables

When entering into Purchase Agreements, the Purchaser and Supplier may negotiate improvements to the pricing set out in the Standing Offer; however, pricing offered by the Supplier to any Purchaser for the Deliverables must not exceed the pricing set out in the Standing Offer except as permitted by the Solicitation Document.

3.3 Authorized Subcontractors, Distributors and Dealers

The Supplier is prohibited from authorizing additional subcontractors, distributors or dealers, other than those identified in the Standing Offer, to provide Deliverables under the Standing Offer without seeking and obtaining prior written approval from Kinetic. Purchase Agreements may only be entered into by the Supplier and must provide for payment to be made only to Supplier, unless otherwise approved by Kinetic. Pricing provided to Purchasers by any authorized subcontractors, distributors or dealers must be less than or equal to the pricing set out in the Standing Offer, unless otherwise approved by Kinetic.

3.4 No Duties, Obligation or Liabilities on the part of Kinetic

While Kinetic has entered into the Master Agreement to facilitate a group purchasing arrangement, the execution of this Master Agreement shall not in any way create any legal duties, obligations or liabilities on the part of Kinetic in respect of the purchase and sale of the Deliverables. Any contract for the purchase and sale of any Deliverables shall be between the Supplier and each individual Purchaser in accordance with the terms of each specific Purchase Agreement. Kinetic shall not be responsible for the payment of any Deliverables provided by the Supplier to a Purchaser under any Purchase Agreement.

3.5 No Exclusivity or Volume Guarantees

The Supplier acknowledges that in entering into this Master Agreement no form of exclusivity has been conferred on, or volume guarantee has been granted by Kinetic in relation to the provision of the Deliverables by the Supplier.

No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by Kinetic in respect of the total quantities or values of the Deliverables required by the Purchasers pursuant to this Master Agreement and the Supplier acknowledges and agrees that it has not entered into this Master Agreement on the basis of any such undertaking, statement, promise or representation.

4.0 Fees Payable by Supplier to Kinetic

The Supplier shall pay Kinetic monthly fees in the amount of 2.75% of the value of all purchases of the Deliverables made by the Purchasers during the month. Fees for each calendar month are payable by the 15th day of the following month, or when the invoice has been paid by the Kinetic member, whichever occurs the latest, and shall be accompanied by the Supplier's Sales Report, as defined below in section 4.3. Kinetic recovers its operating costs from its agreements through these monthly fees. The monthly fees from the resulting Master Agreement from this RFSO and other Kinetic agreements are structured to support Kinetics' financial model, while providing savings to Customers.

The monthly fees shall be made to Kinetic via EFT on a monthly basis unless otherwise agreed to by Kinetic.

HST (or other provincial sales tax) when applicable to the monthly fee will be payable to Kinetic. The monthly fees may be reviewed annually and may (at the sole discretion of Kinetic, be adjusted downwards. The supplier shall be responsible for paying interest for late monthly payments.

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

4.1 Interest on Late Payment

Any fees in arrears are subject to interest payable by the Supplier to Kinetic at the Bank of Canada's prime rate, in effect on the date that the payment of the fees went into arrears.

4.2 Monthly Sales Reports

The Supplier shall provide Kinetic with an electronic accounting report, in a format prescribed by Kinetic, on a monthly basis summarizing all sales of Deliverables under the Standing Offer for the applicable month ("Sales Reports").

Sales Reports including all sales to Purchasers in each calendar month shall be provided to Kinetic by the 15th day of the following month. If there are no sales to report, the Supplier shall communicate that information via email.

Failure to provide a monthly Sales Report within the time and manner specified herein shall constitute a material breach of this Master Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the contract at Kinetic's sole discretion.

4.3 Marketing and Promotion of Master Agreement

Supplier shall be required to use reasonable commercial efforts to market its relationship with Kinetic GPO by, among other things, participating in a co-branded press release within thirty (30) days of contract award, publishing the award of contract on Supplier's social media sites, consenting to the announcement by Kinetic of the award through applicable social media sites, publishing the relationship with Kinetic on Supplier's company website with a link to the Kinetic

website, consenting to the publication of the relationship and use of Supplier's logo on Kinetic's website.

4.4 Document Retention and Audit

For seven (7) years after the Expiry Date or any date of termination of the Master Agreement, the Supplier shall maintain all necessary records to substantiate all charges and payments under all Purchaser Agreement. During the term of this Master Agreement, and for seven (7) years after the expiration or termination of this Master Agreement, the Supplier shall permit and assist Kinetic in conducting audits of the operations of the Supplier to verify all charges and payments under all Purchase Agreements. Kinetic shall provide the Supplier with at least ten (10) Business Days prior notice of its requirement for such audit. The Supplier's obligations under this paragraph shall survive any termination or expiry of the Master Agreement.

5.0 General Terms and Conditions Governing the Master Agreement

5.1 Commercial General Liability Insurance

The Supplier shall maintain commercial general liability insurance, naming Kinetic as an additional insured, in the minimum amount of 5 million dollars. Where a Purchaser requests insurance over and above the 5 million dollars the additional amount requested will be at the sole cost of the Purchaser. A certificate of insurance naming Kinetic as additional insured will be provided to Kinetic upon request.

5.2 No Indemnities from Kinetic

Any express or implied reference to Kinetic providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of Kinetic, whether at the time of execution of the Master Agreement or at any time during the term of the Master Agreement or the term of any Purchase Agreement, shall be void and of no legal effect.

5.3 Failure to Enforce Not a Waiver

Any failure by Kinetic to insist in one or more instances upon strict performance by the Supplier of any of the terms or conditions of the Master Agreement shall not be construed as a waiver by Kinetic of its right to require strict performance of any such terms or conditions, and the obligations of the Supplier with respect to such performance shall continue in full force and effect.

5.4 Changes by Written Amendment Only

Any changes to the Master Agreement shall be by written amendment signed by the Supplier and Kinetic. No changes shall be effective or shall be carried out in the absence of such an amendment.

5.5 Notices by Prescribed Means

Notices relating to the Master Agreement shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, Kinetic Representative and to the Supplier Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

5.6 Supplier's Power to Contract

The Supplier represents and warrants that it has the full right and power to enter into the Master Agreement and there is no agreement with any other Person which would in any way interfere with the rights of Kinetic.

5.7 Supplier Not a Partner, Agent or Employee

The Supplier shall have no power or authority to bind Kinetic or to assume or create any obligation or responsibility, express or implied, on behalf of Kinetic. The Supplier shall not hold itself out as an agent, partner or employee of Kinetic. Nothing in the Master Agreement shall have the effect of creating an employment, partnership or agency relationship between Kinetic and the Supplier or any of the Supplier's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors.

5.8 No Assignment

The Supplier shall not assign the Master Agreement without the prior written consent of Kinetic. Such consent shall be at the discretion of Kinetic and subject to the terms and conditions that may be imposed by Kinetic.

5.9 Duty to Disclose Change of Control

In the event the Supplier undergoes a change in control the Supplier shall immediately disclose such change in control to Kinetic and shall comply with any terms and conditions subsequently prescribed by Kinetic resulting from the disclosure.

5.10 Confidentiality and Promotion Restrictions

Any publicity or publications related to the Master Agreement shall be at the sole discretion of Kinetic. The Supplier shall not make use of its association with Kinetic without the prior written consent of Kinetic. Without limiting the generality of this paragraph, the Supplier shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Master Agreement unless it has first obtained the express written authorization to do so by Kinetic.

5.11 Disclosure of Proposal and Contract to Members

The Supplier acknowledges and understands that Kinetic is providing a service to its Members that includes, among other things, administering competitive solicitation processes, entering into contracts and supporting the Supplier's supply of goods and services to Kinetic Members. To the extent required by Kinetic to perform these services, the Supplier consents to the disclosure of the Supplier's proposal and this Master Agreement to Members, including all pricing submitted by the Supplier. Kinetic represents and warrants that, subject to applicable laws, each Member has agreed to maintain the confidentiality of such Supplier information as a condition of their membership.

5.12 No Use of Insignia

The Supplier shall not use any insignia or logo of Kinetic without Kinetic's written authorization to do so.

5.13 Immediate Termination

Kinetic may immediately terminate the Master Agreement upon giving notice to the Supplier where (a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency; (b) the Supplier, prior to or after executing the Master Agreement, fails to disclose a conflict of interest, makes a material misrepresentation or omission or provides materially inaccurate information to Kinetic; (c) the

Supplier undergoes a change in control which adversely affects the Supplier's ability to satisfy some or all of its obligations under the Master Agreement; (d) the Supplier assigns the Master Agreement without first obtaining the written approval of Kinetic; or (e) the Supplier's acts or omissions constitute a substantial failure of performance and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

5.14 Dispute Resolution by Rectification Notice

Subject to the above paragraph, where the Supplier fails to comply with any of its obligations under the Master Agreement, Kinetic may issue a rectification notice to the Supplier setting out the manner and timeframe for rectification. Within seven (7) Business Days of receipt of that notice, the Supplier shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to Kinetic. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan, Kinetic may immediately terminate the Master Agreement. Where the Supplier has been given a prior rectification notice, the same subsequent type of non-compliance by the Supplier shall allow Kinetic to immediately terminate the Master Agreement.

5.15 Expiry and Extension of Master Agreement

The Master Agreement shall expire on the original expiry date, unless Kinetic exercises its option to extend the Master Agreement, such extension to be upon the same terms (including the rates in effect at the time of extension), conditions and covenants contained herein. The option shall be exercisable Kinetic giving notice to the Supplier not less than thirty (30) days prior to the original expiry date. The notice shall set forth the precise duration of the extension.

5.16 Supplier's Obligations on Expiration or Termination

The expiry or termination of the Master Agreement shall not relieve the Supplier of any of its obligations under any Purchase Agreement, whether entered into prior to or subsequent to the expiration or termination of the Master Agreement. This paragraph shall survive any termination of the Master Agreement.

5.17 Contract Renewal Through a New Competition

In the event a new competition is to be run in advance of the expiry of an existing contract, Kinetic will initiate a conversation to discuss the start date of the new contract.

6.0 Execution

This Agreement may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

6.1 Negotiation

The successful Respondent(s) will be invited to negotiate the negotiable terms of the Master Agreement and if agreement can be reached on the terms, the parties shall execute a Master Agreement. Kinetics' intent is to finalize negotiations forty-five (45) calendar days after notification. At the end of the 45-day term, Kinetic has the right to stop negotiations and move on to the next highest scoring respondent. Respondents are advised that Kinetic has limited flexibility to negotiate the terms of the Master Agreement based on the provisions of the applicable trade agreements and Kinetics' Negotiation Protocol which is available at kineticgpo.ca

IN WITNESS WHEREOF the parties hereto have executed this Master Agreement as of the date written below.

Kinetic GPO Inc.
Signature: _____
Name: _____
Title: _____
Date of Signature: _____
I have authority to bind the corporation.

[*Insert Supplier's Full Legal Name*]
Signature: _____
Name: _____
Title: _____
Date of Signature: _____
I have authority to bind the Supplier.

RFSO 24-01 Print Services and Equipment
Vendor Details

Company Name:

Does your company conduct business under any other name? If yes, please state:

Address:

Program Contact:
Email:
Phone:
Fax:
HST, PST or QST#:

Submission Details

Created On:
Submitted On:
Submitted By:
Email:

SCHEDULE 1

STANDING OFFER 24-01 Print Services and Equipment

[*insert supplier's full business name*] (the "**Supplier**") was selected to establish this Standing Offer in accordance with a Request for Standing Offer – RFSO 24-01 issued by Kinetic GPO ("**Kinetic**") for the potential provision of the goods and services described herein (the "**Deliverables**") to Kinetic GPO members (the "**Purchasers**").

This Standing Offer will take effect on the [*insert date*] and will be in effect for a period of **three (3) years**, unless it is terminated earlier in accordance with the terms and conditions of the agreement between Kinetic and the Supplier or otherwise by operation of law, and may be extended for an additional term of up to **two (2) years** in accordance with the terms and conditions of the agreement between Kinetic and the Supplier.

If and when a Purchaser requires the Deliverables during the term of the Standing Offer, the Purchaser may enter into an agreement with the Supplier for the purchase of the required Deliverables in accordance with the terms of this Standing Offer (the "**Purchase Agreement**"). The Purchase Agreement may be in the form of agreement attached hereto or in the form of a purchase order issued by the Purchaser to the Supplier, or any other form of agreement the Purchaser and Supplier may agree to use.

The provision of the Deliverables by the Supplier to the Purchaser will be governed by the Standing Offer Terms and Conditions attached hereto and any specific requirement and supplementary terms and conditions set out in the Purchase Agreement.

Deliverables, Rates and Specific Provisions

A. Description of Deliverables

Deliverables as described in **RFSO 24-01 Print Services and Equipment** Exhibit A Statement of work, and Supplier's completed Exhibit E Market basket form.

B. Rates and Disbursements

Rates to be as submitted in Exhibit E of **RSFO 24-01**

C. Authorized Subcontractors, Distributors and Dealers

As specified in the Suppliers Submission.

D. Specific Provisions

[*Insert any additional contract terms and conditions to form part of the Standing Offer. *]

[*If other documents are incorporated by reference, include an Order of Precedence clause. *]

STANDING OFFER RFSO 24-01 Print Services and Equipment
Standing Offer Terms and Conditions

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ARTICLE 1 – INTERPRETATION

1.01 **Defined Terms**

When used in the Purchase Agreement, the following words or expressions have the following meanings:

"**Authority"** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Purchase Agreement; and "Authorities" means all such authorities, agencies, bodies and departments;

"Business Day" means any working day, Monday to Friday inclusive, but excluding statutory holidays and other days on which the Purchaser has elected to be closed for business;

"Conflict of Interest" includes, but is not limited to, any situation or circumstance where (a) in relation to the procurement process, the Supplier had an unfair advantage or engaged in conduct, directly or indirectly, that may have given it an unfair advantage, including but not limited to (i) having access to information that is confidential to the Purchaser and not available to other bidders or proponents; (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process; or (b) in relation to the performance of the Purchase Agreement, the Supplier's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

"Deliverables" means everything developed for or provided to the Purchaser in the course of performing under the Purchase Agreement or agreed to be provided to the Purchaser under the Purchase Agreement by the Supplier or its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

"Effective Date" is as set out in the Purchase Agreement;

"Information and Privacy Legislation" means any legislation and regulations dealing with freedom of information or access to information and protection of privacy that are applicable to the Purchaser;

"Indemnified Parties" means the Purchaser and the Purchaser's directors, officers, agents, employees and volunteers;

"Industry Standards" include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Purchase Agreement or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Canada and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Supplier establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by the Purchaser;

"Intellectual Property" means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

"Newly Created Intellectual Property" means any Intellectual Property created by the Supplier in the course of performance of its obligations under the Purchase Agreement;

"Person" if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof;

"Personal Information" means recorded information about an identifiable individual or that may identify an individual;

"Purchaser Confidential Information" means all information of the Purchaser that is of a confidential nature, including all confidential information in the custody or control of the Purchaser, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier in connection with the Purchase Agreement. For greater certainty, Purchaser Confidential Information shall: (a) include: (i) all new information derived at any time from any such information whether created by the Purchaser, the Supplier or any third-party; (ii) all information (including Personal Information) that the Purchaser is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Supplier of any duty of confidentiality owed by the Supplier to the Purchaser or to any third-party; (ii) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence; (iii) the Supplier can demonstrate to have been rightfully known to or in the possession of the Supplier at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Supplier; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Purchase Agreement or at law;

"Purchaser Representative" is as set out in the Purchase Agreement;

"Proceeding" means any action, claim, demand, lawsuit, or other proceeding;

"Rates" means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in the Purchase Agreement;

"Record", for the purposes of the Purchase Agreement, means any recorded information, including any Personal Information, in any form: (a) provided by the Purchaser to the Supplier, or provided by the Supplier to the Purchaser, for the purposes of the Purchase Agreement; or (b) created by the Supplier in the performance of the Purchase Agreement;

"Requirements of Law" mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Purchase Agreement or the Deliverables or any part of them;

"Supplier Representative" is as set out in the Purchase Agreement;

"Supplier's Intellectual Property" means Intellectual Property owned by the Supplier prior to its performance under the Purchase Agreement or created by the Supplier during the Term of the Purchase Agreement independently of the performance of its obligations under the Purchase Agreement;

"Term" is as set out in the Purchase Agreement; and

"Third-Party Intellectual Property" means any Intellectual Property owned by a party other than the Purchaser or the Supplier.

ARTICLE 2 – GENERAL TERMS

2.01 **No Indemnities from the Purchaser**

Notwithstanding anything else in the Purchase Agreement, any express or implied reference to the Purchaser providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Purchaser beyond the obligation to pay the Rates in respect of Deliverables accepted by the Purchaser, whether at the time of entering into the Purchase Agreement or at any time during the Term, shall be void and of no legal effect.

2.02 **Entire Contract**

The Purchase Agreement embodies the entire agreement between the parties with regard to the provision of the Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the Effective Date of the Purchase Agreement.

2.03 **Severability**

If any term or condition of the Purchase Agreement, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the

remainder of the Purchase Agreement, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

2.04 **Failure to Enforce Not a Waiver**

Any failure by the Purchaser to insist in one or more instances upon strict performance by the Supplier of any of the terms or conditions of the Purchase Agreement shall not be construed as a waiver by the Purchaser of its right to require strict performance of any such terms or conditions, and the obligations of the Supplier with respect to such performance shall continue in full force and effect.

2.05 **Changes by Written Amendment Only**

Any changes to the Purchase Agreement shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment. Any such written changes shall be included in the definition of Purchase Agreement.

2.06 **Force Majeure**

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Purchase Agreement where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable businessperson applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Purchase Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under the Purchase Agreement due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Purchase Agreement by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Purchase Agreement, at law or in equity.

2.07 **Notices by Prescribed Means**

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, the Purchaser Representative and the Supplier Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

2.08 **Governing Law**

The Purchase Agreement shall be governed by and construed in accordance with the laws of the province or territory in which the Purchaser is located and the federal laws of Canada applicable therein.

ARTICLE 3 – NATURE OF RELATIONSHIP BETWEEN PURCHASER AND SUPPLIER

3.01 **Supplier's Power to Contract**

The Supplier represents and warrants that it has the full right and power to enter into the Purchase Agreement and there is no agreement with any other Person which would in any way interfere with the rights of the Purchaser under the Purchase Agreement.

3.02 **Representatives May Bind the Parties**

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

3.03 **Supplier Not a Partner, Agent or Employee**

The Supplier shall have no power or authority to bind the Purchaser or to assume or create any obligation or responsibility, express or implied, on behalf of the Purchaser. The Supplier shall not hold itself out as an agent, partner or employee of the Purchaser. Nothing in the Purchase Agreement shall have the effect of creating an employment, partnership or agency relationship between the Purchaser and the Supplier or any of the Supplier's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors.

3.04 **Non-Exclusive Contract**, **Work Volumes**

The Supplier acknowledges that it is providing the Deliverables to the Purchaser on a non-exclusive basis. The Purchaser makes no representation regarding the volume of goods and services required under the Purchase Agreement. The Purchaser reserves the right to contract with other parties for the same or similar goods and services as those provided by the Supplier and reserves the right to obtain the same or similar goods and services internally.

3.05 **Responsibility of Supplier**

The Supplier agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Supplier's liabilities under the Purchase Agreement and under the general application of law. The Supplier shall advise these individuals and entities of their obligations under the Purchase Agreement and shall ensure their compliance with the applicable terms of the Purchase Agreement. In addition to any other liabilities of the Supplier pursuant to the Purchase Agreement or otherwise at law or in equity, the Supplier shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Purchase Agreement resulting from the actions of the above-mentioned individuals and entities This paragraph shall survive the termination or expiry of the Purchase Agreement.

3.06 **No Subcontracting or Assignment**

Unless specifically authorized under the Standing Offer, the Supplier shall not subcontract or assign the whole or any part of the Purchase Agreement or any monies due under it. Where authorized, every contract entered into by the Supplier with an authorized subcontractor shall adopt all of the terms and conditions of the Purchase Agreement as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the Purchase Agreement shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Purchaser.

3.07 **Duty to Disclose Change of Control**

In the event the Supplier undergoes a change in control the Supplier shall immediately disclose such change in control to the Purchaser and shall comply with any terms and conditions subsequently prescribed by the Purchaser resulting from the disclosure.

3.08 **Conflict of Interest**

The Supplier shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the Purchaser without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the Purchaser to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Purchaser may immediately terminate the Purchase Agreement upon giving notice to the Supplier where: (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by the Purchaser to resolve a Conflict of Interest; or (c) the Supplier's Conflict of Interest cannot be resolved to the satisfaction of the Purchaser. This paragraph shall survive any termination or expiry of the Purchase Agreement.

3.09 **Contract Binding**

The Purchase Agreement can be enforced by and is binding upon the parties and their successors, executors, administrators and their permitted assigns.

ARTICLE 4 – PERFORMANCE BY SUPPLIER

4.01 **Commencement of Performance**

The Supplier shall commence performance upon receipt of written instructions from the Purchaser.

4.02 **Deliverables Warranty**

The Supplier hereby represents and warrants that the Deliverables (i) shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations; and (ii) shall be free from defects in material, workmanship and design, suitable for the purposes intended, in compliance with all applicable specifications and free from liens or encumbrance on title; and furthermore that all Deliverables shall be provided in accordance with: (a) the Purchase Agreement; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of the Purchaser, are inadequately provided or require corrections, the Supplier shall

forthwith make the necessary corrections at its own expense as specified by the Purchaser in a rectification notice.

4.03 **Compliance with Laws**

Without limiting the generality of section 4.02, the Supplier warrants and agrees that it has complied with and will comply with, and ensure that any subcontractors comply with, all applicable provincial and federal laws and regulations in relation to the goods and services to be supplied hereunder and in the performance of the Supplier's obligations under the Purchase Agreement. The Supplier shall provide the Purchaser with evidence of the Supplier's compliance with this section upon request by the Purchaser.

4.04 **Shipment of Goods**

To the extent that the Deliverables include the shipment of goods to the Purchaser, all such goods shall be Delivered Duty Paid (DDP) (Incoterms 2010) to the Purchaser's place of business or such other location as may be specified in the Purchase Agreement. No transportation or delivery charges of any kind, including, without limitation, packing, boxing, storage, cartage or customs brokerage charges, shall be paid by the Purchaser, unless specifically agreed by the Purchaser in writing. The Deliverables will be suitably packed in such a manner as will ensure their safe transportation undamaged to their destination. The Deliverables will remain at the risk of the Supplier until the Deliverables are received by the Purchaser. Receipt of the Deliverables at the Purchaser's location does not constitute acceptance of the Deliverables by the Purchaser. The Deliverables are subject to the Purchaser's inspection and acceptance within a reasonable period of time after delivery. If any of the Deliverables, in the opinion of the Purchaser, are inadequately provided or require corrections, the Supplier shall make the necessary corrections at its own expense as specified by the Purchaser in a rectification notice.

4.05 **Use and Access Restrictions**

The Supplier acknowledges that unless it obtains specific written preauthorization from the Purchaser, any access to or use of the Purchaser property, technology or information that is not necessary for the performance of its contractual obligations with the Purchaser is strictly prohibited. The Supplier further acknowledges that the Purchaser may monitor the Supplier to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Supplier.

4.06 **Notification by Supplier of Discrepancies**

During the Term, the Supplier shall advise the Purchaser promptly of: (a) any contradictions, discrepancies or errors found or noted in the Purchase Agreement; (b) supplementary details, instructions or directions that do not correspond with those contained in the Purchase Agreement; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Purchase Agreement and Requirements of Law.

4.07 **Supplier to Comply with Reasonable Change Requests**

The Purchaser may, in writing, request changes to the Purchase Agreement, which may include altering, adding to, or deleting any of the Deliverables. The Supplier shall comply with all reasonable Purchaser change requests and the performance of such request shall be in accordance with the terms and conditions of the Purchase Agreement. If the

Supplier is unable to comply with the change request, it shall promptly notify the Purchaser and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

4.08 **Pricing for Requested Changes**

Where a Purchaser change request includes an increase in the scope of the previously contemplated Deliverables, the Purchaser shall set out, in its change request, the proposed prices for the contemplated changes. Where the Rates in effect at the time of the change request (a) include pricing for the particular type of goods or services contemplated in the change request, the Supplier shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or (b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the Purchaser and the Supplier within a reasonable period of time and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

4.09 **Performance by Specified Individuals Only**

The Supplier agrees that to the extent that specific individuals are named in the Purchase Agreement as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Purchase Agreement. The Supplier shall not replace or substitute any of the individuals named in the Purchase Agreement without the prior written approval of the Purchaser, which may not arbitrarily or unreasonably be withheld. Should the Supplier require the substitution or replacement of any of the individuals named in the Purchase Agreement, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Purchase Agreement. The Supplier shall not claim fees for any replacement individual greater than the Rates established under the Purchase Agreement.

4.10 **Time**

Time is of the essence.

4.11 **Purchaser Rights and Remedies and Supplier Obligations Not Limited to Contract**

The express rights and remedies of the Purchaser and obligations of the Supplier set out in the Purchase Agreement are in addition to and shall not limit any other rights and remedies available to the Purchaser or any other obligations of the Supplier at law or in equity.

ARTICLE 5 – PAYMENT FOR PERFORMANCE AND AUDIT

5.01 **Payment According to Purchase Agreement Rates**

The Purchaser shall, subject to the Supplier's compliance with the provisions of the Purchase Agreement, pay the Supplier for the Deliverables provided at the Rates established under the Purchase Agreement.

5.02 **Hold Back or Set Off**

The Purchaser may hold back payment or set off against payment if, in the opinion of the Purchaser acting reasonably, the Supplier has failed to comply with any requirements of the Purchase Agreement.

5.03 **No Expenses or Additional Charges**

There shall be no other charges payable by the Purchaser under the Purchase Agreement to the Supplier other than the Rates established under the Purchase Agreement.

5.04 **Payment of Taxes and Duties**

Unless otherwise stated, the Supplier shall pay all applicable taxes, including excise taxes incurred by or on the Supplier's behalf with respect to the Purchase Agreement. The Supplier is responsible for knowing the tax laws applicable in each province and territory.

5.05 **Withholding Tax**

The Purchaser shall withhold any applicable withholding tax from amounts due and owing to the Supplier under the Purchase Agreement and shall remit it to the appropriate government in accordance with applicable tax laws. This paragraph shall survive any termination or expiry of the Purchase Agreement.

5.06 **Interest on Late Payment**

If a payment is in arrears through no fault of the Supplier, the interest charged by the Supplier, if any, for any late payment shall not exceed the Bank of Canada's prime rate, in effect on the date that the payment went into arrears.

5.07 **Document Retention and Audit**

For seven (7) years after the Expiry Date or any date of termination of the Purchase Agreement, the Supplier shall maintain all necessary records to substantiate (a) all charges and payments under the Purchase Agreement and (b) that the Deliverables were provided in accordance with the Purchase Agreement and with Requirements of Law. During the Term, and for seven (7) years after the Term, the Supplier shall permit and assist the Purchaser in conducting audits of the operations of the Supplier to verify (a) and (b) above. The Purchaser shall provide the Supplier with at least ten (10) Business Days prior notice of its requirement for such audit. The Supplier's obligations under this paragraph shall survive any termination or expiry of the Purchase Agreement.

ARTICLE 6 – CONFIDENTIALITY

6.01 **Confidentiality and Promotion Restrictions**

Any publicity or publications related to the Purchase Agreement shall be at the sole discretion of the Purchaser. The Purchaser may, in its sole discretion, acknowledge the Deliverables provided by the Supplier in any such publicity or publication. The Supplier shall not make use of its association with the Purchaser without the prior written consent of the Purchaser. Without limiting the generality of this paragraph, the Supplier shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Purchase Agreement unless it has first obtained the express written authorization to do so by the Purchaser.

6.02 **Supplier's Consent to Disclosure**

In addition to any other disclosure rights and obligations the Purchaser may have in respect of any information provided by the Supplier to the Purchaser in connection with the Purchase Agreement, the Supplier consents to the Purchaser's disclosure to Kinetic of all information related the Purchase Agreement, whether or not the Supplier may consider such information to be confidential.

6.03 **Purchaser Confidential Information**

During and following the Term, the Supplier shall: (a) keep all Purchaser Confidential Information confidential and secure; (b) limit the disclosure of Purchaser Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any Purchaser Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the Purchaser and (ii) in respect of any Purchaser Confidential Information about any third-party, the written consent of such third-party; (d) provide Purchaser Confidential Information to the Purchaser on demand; and (e) return all Purchaser Confidential Information to the Purchaser before the end of the Term, with no copy or portion kept by the Supplier.

6.04 **Restrictions on Copying**

The Supplier shall not copy any Purchaser Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Supplier, the Supplier must reproduce all notices which appear on the original.

6.05 **Notice of Breach**

The Supplier shall notify the Purchaser promptly upon the discovery of loss, unauthorized disclosure, unauthorized access or unauthorized use of Purchaser Confidential Information. Upon request by the Supplier, the Member will provide specifics of the damage including photos and or inspection by the Supplier.

6.06 **Injunctive and Other Relief**

The Supplier acknowledges that breach of any provisions of this Article may cause irreparable harm to the Purchaser or to any third-party to whom the Purchaser owes a duty of confidence, and that the injury to the Purchaser or to any third-party may be difficult to calculate and inadequately compensable in damages. The Supplier agrees that the Purchaser is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

6.07 **Notice and Protective Order**

If the Supplier or any of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors become legally compelled to disclose any Purchaser Confidential Information, the Supplier will provide the Purchaser with prompt notice to that effect in order to allow the Purchaser to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the

Purchaser and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Supplier will disclose only that portion of Purchaser Confidential Information which the Supplier is legally compelled to disclose, only to such person or persons to which the Supplier is legally compelled to disclose, and the Supplier shall provide notice to each such recipient (in co-operation with legal counsel for the Purchaser) that such Purchaser Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Purchase Agreement and, if possible, shall obtain each recipient's written agreement to receive and use such Purchaser Confidential Information subject to those terms and conditions.

6.08 **Records and Compliance**

The Supplier acknowledges that Information and Privacy Legislation applies to all Records and may require the disclosure of such Records to third parties. Furthermore, the Supplier agrees (a) to keep Records secure; (b) to provide Records to the Purchaser within seven (7) calendar days of being directed to do so by the Purchaser for any reason including an access request or privacy issue; (c) not to access any Personal Information and Privacy Legislation and is necessary in order to provide the Deliverables; (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the Purchaser; (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so; (f) to restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by a Purchaser representative to have such access for the purpose of providing the Deliverables; (g) to implement other specific security measures that in the reasonable opinion of the Purchaser would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally; and (h) that any confidential information supplied to the Purchaser may be disclosed by the Purchaser where it is obligated to do so under Information and Privacy Legislation, by an order of a court or tribunal or pursuant to a legal proceeding and the provisions of this paragraph shall prevail over any inconsistent provisions in the Purchase Agreement.

6.09 **Survival**

The provisions of this Article shall survive any termination or expiry of the Purchase Agreement.

ARTICLE 7 – INTELLECTUAL PROPERTY

7.01 **Purchaser Intellectual Property**

The Supplier agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the Purchaser to the Supplier shall remain the sole property of the Purchaser at all times.

7.02 **No Use of the Purchaser Insignia**

The Supplier shall not use any insignia or logo of the Purchaser except where required to provide the Deliverables, and only if it has received prior written permission of the Purchaser to do so.

7.03 **Ownership of Intellectual Property**

The Purchaser shall be the sole owner of any Newly Created Intellectual Property. The Supplier irrevocably assigns to and in favour of the Purchaser and the Purchaser accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the Purchaser all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Supplier's Intellectual Property, the Supplier grants to the Purchaser a license to use that Supplier Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Supplier by the Purchaser.

7.04 **Supplier's Grant of License**

For those parts of the Deliverables that are Supplier Intellectual Property, the Supplier grants to the Purchaser a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and license: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the Purchaser.

7.05 **No Restrictive Material in Deliverables**

The Supplier shall not incorporate into any Deliverables anything that would restrict the right of the Purchaser to modify, further develop or otherwise use the Deliverables in any way that the Purchaser deems necessary, or that would prevent the Purchaser from entering into any contract with any contractor other than the Supplier for the modification, further development of or other use of the Deliverables.

7.06 **Supplier Representation and Warranty Regarding Third-Party Intellectual Property**

The Supplier represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Supplier further represents and warrants that it has obtained assurances with respect to any Supplier Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

7.07 **Survival**

The obligations contained in this Article shall survive the termination or expiry of the Purchase Agreement.

ARTICLE 8 – INDEMNITIES AND INSURANCE

8.01 **Supplier Indemnity**

The Supplier hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including for breaches of confidentiality or privacy or Intellectual Property rights or for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Supplier, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Purchase Agreement. The Supplier further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the Purchaser, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Purchase Agreement.

8.02 **Insurance**

In addition to any insurance requirements set out in the Purchase Agreement, the Supplier hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following:

(a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than **$5,000,000** per occurrence and including products and completed operations liability. The policy is to include the following:

- the Purchaser as an additional named insured with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Purchase Agreement
- contractual liability coverage
- cross-liability and severability of interest's clause
- employer's liability coverage
- 30-day written notice of cancellation, termination or material change
- tenant's legal liability coverage (if applicable and with suitable sub-limits)
- non-owned automobile coverage with blanket contractual coverage for hired automobiles

8.03 **Proof of Insurance**

The Supplier shall provide the Purchaser with proof of the insurance required by the Purchase Agreement in the form of valid certificates of insurance that reference the Purchase Agreement and confirm the required coverage. The Supplier shall provide the

Purchaser with renewal replacements on or before the expiry of any such insurance. Upon the request of the Purchaser, a copy of each insurance policy shall be made available to it. The Supplier shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Purchaser and Indemnified Parties are named as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract for the provision of the Deliverables.

8.04 **Workplace Safety and Insurance**

The Supplier warrants and agrees that it has complied and will comply with all applicable workplace safety and insurance laws and regulations and, if applicable will provide proof of valid coverage by means of a current clearance certificate to the Purchaser upon request. The Supplier covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it and its subcontractors under all applicable workplace safety and insurance laws and regulations during the Term. The Supplier further agrees to indemnify the Kinetic Members for any and all liability, loss, costs, damages and expenses (including legal fees) or other charges in connection with the Supplier's failure to comply with any applicable workplace safety and insurance laws or related to the Supplier's status with any workplace safety and insurance board or body.

ARTICLE 9 – TERMINATION, EXPIRY AND EXTENSION

9.01 **Immediate Termination of Purchase Agreement**

The Purchaser may immediately terminate the Purchase Agreement upon giving notice to the Supplier where (a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency; (b) the Supplier breaches any provision in Article 6 (Confidentiality); (c) the Supplier breaches the Conflict of Interest paragraph in Article 3 (Nature of Relationship Between Purchaser and Supplier); (d) the Supplier, prior to or after entering into the Purchase Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to the Purchaser; (e) the Supplier undergoes a change in control which adversely affects the Supplier's ability to satisfy some or all of its obligations under the Purchase Agreement; (f) the Supplier subcontracts for the provision of part or all of the Deliverables or assigns the Purchase Agreement without first obtaining the written approval of the Purchaser; or (g) the Supplier's acts or omissions constitute a substantial failure of performance and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

9.02 **Dispute Resolution by Rectification Notice**

Subject to the above paragraph, where the Supplier fails to comply with any of its obligations under the Purchase Agreement, the Purchaser may issue a rectification notice to the Supplier setting out the manner and timeframe for rectification. Within seven (7) Business Days of receipt of that notice, the Supplier shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Purchaser. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Purchaser may immediately terminate the Purchase Agreement.

Where the Supplier has been given a prior rectification notice, the same subsequent type of non-compliance by the Supplier shall allow the Purchaser to immediately terminate the Purchase Agreement.

9.03 **Termination on Notice**

The Purchaser reserves the right to terminate the Purchase Agreement, without cause, upon thirty (30) calendar days prior notice to the Supplier.

9.04 **Supplier's Obligations on Termination**

On termination of the Purchase Agreement, the Supplier shall, in addition to its other obligations under the Purchase Agreement and at law (a) at the request of the Purchaser, provide the Purchaser with any completed or partially completed Deliverables; (b) provide the Purchaser with a report detailing: (i) the current state of the provision of Deliverables by the Supplier at the date of termination; and (ii) any other information requested by the Purchaser pertaining to the provision of the Deliverables and performance of the Purchase Agreement; (c) execute such documentation as may be required by the Purchaser to give effect to the termination of the Purchase Agreement; and (d) comply with any other instructions provided by the Purchaser, including but not limited to instructions for facilitating the transfer of its obligations to another Person. This paragraph shall survive any termination of the Purchase Agreement.

9.05 **Supplier's Payment Upon Termination**

On termination of the Purchase Agreement, the Purchaser shall only be responsible for the payment of the Deliverables provided under the Purchase Agreement up to and including the effective date of any termination. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the Purchaser may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

9.06 **Termination in Addition to Other Rights**

The express rights of termination in the Purchase Agreement are in addition to and shall in no way limit any rights or remedies of the Purchaser under the Purchase Agreement, at law or in equity.

9.07 **Expiry and Extension of Purchase Agreement**

The Purchase Agreement shall expire on the original Expiry Date, unless the Purchaser exercises its option to extend the Purchase Agreement, such extension to be upon the same terms (including the Rates in effect at the time of extension), conditions and covenants contained in the Purchase Agreement. The option shall be exercisable by the Purchaser giving notice to the Supplier not less than thirty (30) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

STANDING OFFER RFSO 24-01 Print Services and Equipment
Form of Purchase Agreement

For the purchase of Deliverables under the Standing Offer, the Purchaser and the Supplier may enter into a Purchase Agreement in accordance with the following form.

PURCHASE AGREEMENT

BETWEEN:

[*INSERT FULL LEGAL NAME OF THE GPO MEMBER*]

(referred to as the "Purchaser")

AND:

[*LEGAL NAME OF SUPPLIER*]

(referred to as the "Supplier")

WHEREAS, the Purchaser is a member of Kinetic GPO ("Kinetic");

WHEREAS, Kinetic and the Supplier have entered into an agreement to establish Standing Offer **RFSO 24-01 Print Services and Equipment** (the "Standing Offer") for the supply of the Deliverables by the Supplier to Kinetic's members;

AND WHEREAS, the Supplier has agreed to provide the particular Deliverables described herein to the Purchaser pursuant to the terms of the Standing Offer and the terms set out below;

NOW THEREFORE, the parties agree as follows:

Article 1 – Terms and Conditions

This Purchase Agreement is made pursuant to the Standing Offer and is governed by the terms and conditions contained herein, including Appendix A of this Purchase Agreement, and the Standing Offer Terms and Conditions set out in the Standing Offer.

In the event of any ambiguity, conflict or inconsistency between them, the terms and conditions expressly set out in this Purchase Agreement, including Appendix A, shall take precedence over the Standing Offer Terms and Conditions.

Article 2 - Term of Purchase Agreement

This Purchase Agreement shall take effect on the [*insert date*] (the "Effective Date") and shall be in effect for a period of [*insert # of years or months] (the "Term"), with an option in favour of the Purchaser to extend the term for an additional period of [*insert extension period, if applicable, or revise this language as necessary*], unless it is terminated earlier in accordance with the terms of the Purchase Agreement or otherwise by operation of law.

If the Standing Offer expires or is terminated prior to the expiration or termination of this Purchase Agreement, the Purchase Agreement shall survive the expiration or termination of the Standing Offer.

Article 3 – Representatives

The Supplier Representative and Purchaser Representative shall represent the respective parties for the purposes of the Purchase Agreement:

The Purchaser Representative and contact information for the Purchase Agreement is:

> [*insert name and title of the Purchaser's representative and contact details, including mailing address and email address*]

The Supplier Representative and contact information for the Purchase Agreement is:

> [*insert name and title of Supplier representative and contact details, including mailing address and email address*]

Article 4 – Performance and Payment

The Supplier agrees to provide the Deliverables to the Purchaser as described in the Standing Offer and as more particularly specified in Appendix A to this Purchase Agreement ("Appendix A") for the Rates not to exceed those established under the Standing Offer and as more particularly specified in Appendix A. The Supplier will invoice the Purchaser for the Deliverables provided under this Purchase Agreement in accordance with the payment terms set out in Appendix A.

The Supplier and Purchaser acknowledge that Kinetic shall not be responsible for the payment of any Deliverables or for any liability arising out of the provision of the Deliverables or failure to provide any Deliverables.

Article 5 - Execution

This Agreement may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below.

[Purchaser's Full Legal Name]

Signature: _____
Name: _____
Title: _____
Date of Signature: _____
I have the authority to bind the Purchaser.

[Supplier's Full Legal Name]

Signature: _____
Name: _____
Title: _____
Date of Signature: _____
I have authority to bind the Supplier.

[Suppliers Key Contact (s) for this contract]

Name:
Email:
Phone:

Name:
Email:
Phone:

Appendix A to the Purchase Agreement

A. Description of Deliverables

Supply and delivery of **Maintenance, Repair and Operating Supplies**
Include for example:

- description of specific Deliverables to be provided, reference can be made to the description set out in the Standing Offer, as appropriate
- location Deliverables are to be provided
- milestones, dates, time lines
- identify any particular personnel to be used by the Supplier, including any authorized subcontractors, distributors or dealers
- identify any specific reporting requirements

B. Rates and Disbursements

Pricing to be as per Exhibit E submitted with **RFSO 24-01**

Provide detail for:

- Rates as per Standing Offer OR indicate if any reduction from the Standing Offer pricing has been agreed upon

- Ceiling cost limit for Purchase Agreement, if applicable: "Notwithstanding anything else in the Purchase Agreement, the total amount payable by the Purchaser to the Supplier under the Purchase Agreement shall not exceed [*insert maximum contract amount*] ($xxx)."

C. Payment Terms

See 4.1 in the terms and conditions in the Master Agreement

[*insert payment terms (i.e., invoice requirements, full payment upon acceptance, progress payments, etc.) *]

D. Supplementary Terms and Conditions

[*include any additional terms and conditions not already addressed in the Standing Offer Terms and Conditions, such as specific performance requirements, applicable policies, additional insurance requirements or performance security*]

EXHIBIT C - EVALUATION

1. Mandatory Submission Requirements

Each Proposal must include a Mandatory Submission Form (See Form 1 in the bid package) completed and signed by an authorized representative of the Respondent. Kinetic GPO will accept electronic signatures as valid signatures. A failure to include the Mandatory Submission Form may be rectified using the rectification process set out in this RFSO. Failure to submit pricing for Exhibit E (Market Basket Pricing) will result in automatic rejection of the submission.

2. General Submission Proposal Requirements

Proposals should include thorough details to allow for a comprehensive evaluation of Proposals based on the Evaluation Criteria disclosed under Exhibit C as well as a description of how your offerings meets the requirements set forth in the scope of work of this RFSO.

All product catalogues and price lists to be uploaded as a separate attachment and not attached to your proposal submission.

Documents are not to be embedded within uploaded files or hyperlinks, as they will not be looked at or evaluated.

3. Evaluation Process

STAGE ONE: Mandatory Requirements

Will consist of a review to determine which Proposals comply with all of the mandatory submission requirements found in Form 1.

STAGE TWO: Rated Technical Evaluation

Technical Proposals will be evaluated based on the following criteria and weightings.

Step One: Kinetic GPO will evaluate each qualified Proposal on the basis of the rated criteria as set out in the Exhibit C (Evaluation Process) (the "**Rated Requirements**"). minimum scoring of 70% will need to be obtained to move onto Step 2.

Step Two: Kinetic GPO will evaluate each qualified Proposal on the basis of acceptable References and Financials. To proceed to Stage 3 proponents much achieve a minimum score of 70% in each of the References and Financials submissions.

STAGE THREE: Pricing Evaluation

Proposals achieving a minimum of 70% score in both Step 1 and Step 2 of Stage 2 will be evaluated for pricing.

STAGE FOUR

Respondent(s) that achieve the highest score(s) (Technical + References + Financial + Pricing) as set out in Exhibit C (Evaluation Process) will be selected to enter into negotiations of a Master Agreement (Stage Four).

4. Evaluation Submission Requirements and Scoring Criteria

The following is an overview of the point allocation for the applicable technical proposal component of this RFSO.

In determining the level of detail to submit for evaluation, refer to the following evaluation criteria breakdown. The points breakdown can be found under the section following titled "Scoring Criteria".

I. Company Location (10 Points)

Submission Requirements

Although encouraged, respondents are not required to supply all Regions of Canada. Respondents who are able to supply all areas will receive full points in this area. If full coverage is not available, the points for this section will be allocated as shown in the chart below.

- Respondent to list the locations supplier can assign to service GPO Member accounts (Form 1 Section 2 to be completed)
- Respondent to complete Schedule G listing any Subcontract Consultants that would be assigned to this contract

Scoring Criteria

10 points — full geographic coverage
9 points –- exceeds 90% but less than 100% geographic coverage
8 points — exceeds 80% but less than 90% geographic coverage
7 points — exceeds 70% but less than 80% geographic coverage
6 points— exceeds 60% but less than 70%geographic coverage
5 points— exceeds 50% but less than 60% geographic coverage
4 points— exceeds 40% but less than 50% geographic coverage
3 points— exceeds 30% but less than 40% geographic coverage
2 points— exceeds 20% but less than 30% geographic coverage
1 point — exceeds 10% but less than 20% geographic coverage
0 points — exceeds 0% but less than 10% geographic coverage

II. Past Experience (10 Points)

Submission Requirements

- Respondent to provide a Company overview highlighting the history, number of years in business
- Describe your company's experience working with the government sector including Government Purchasing Organizations and/or Government Purchasing Cooperatives implementing similar equipment supply programs with Broader Public Sector entities including the implementation Number, Relevance, and applicability

Scoring Criteria

10 points — Must include experience with a minimum of 1 purchasing cooperative or GPO plus 4 government sectors/entities
8 points — experience with a combination of 4 government sectors/entities or Purchasing Co-operatives
6 points — experience with a combination of 3 government sectors/entities or Purchasing Co-operatives
4 points — experience with a combination of 2 government sectors/entities or Purchasing Co-operatives
0 points — no experience with purchasing co-operatives, GPOs, or government sectors/entities

III. Size of Company, Specific Company Experience, and Local Initiatives (15 Points)

Submission Requirements

Provide a company overview highlighting the history, location of your corporate headquarters, number of years in business, average number of full-time employees, # of branch offices, lines of business, management and technical expertise and any other relevant corporate information including any local benefit such as the number and type of initiatives, use the local workforce, local vendors, local manufacturers, local contractors, and local apprentices/trainees to achieve the project goals

Provide your company's overall global sales for each of the following years:

1. 2023: _____
2. 2022: _____
3. 2021: _____

Provide your company's overall Canadian sales for each of the following years. Sales should be segmented as follows:

Supplier Annual Sales in Canada for 2021, 2022, 2023			
Segment	**2021 Sales**	**2022 Sales**	**2023 Sales**
Cities			
Counties			
K-12 (Public/Private)			
Universities			
Provinces			
Hospitals/Health Care			
Other Public Sector & Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

Scoring Criteria

Sales (5 points)
5 points — Average More than $5,000,000 million in sales in previous 3 years
3 points — Average Less than $5,000,000 million in sales but more than $3,000,000 previous 3 years
0 points — Average less than $3,000,000 in sales

Full Time Employees (2 points)
2 points — Total number of Full Time Employees – more than 50
1 point — Total number of Full Time Employees – less than 50 but more than 25
0 points — Total number of Full Time Employees – less than 25

Associated Office and Service Locations (3 points)
3 points — More than 1 location
1 point —1 location

Local Initiatives (5 points)
2 points — Workforce
1 point — Manufacturers, Contractors
1 point — Apprenticeships, Internships and Traineeships supported by vendor.
1 point — Local community programs

IV. Team Experience (20 Points)

Submission Requirements

- In addition to filling out the form below, the Respondent is to provide a list of key staff and Subcontractor Consultants assigned to this contract including the roles and responsibilities of the Respondent and any of its agents, employees, and Subcontractor Consultants who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.
- Submit a biography describing each person's experience and qualifications as well as the % of time key team members are assigned to this contract
- Provide a list of all other Companies, dealers, subcontractors and their related experience in this scope of work. If no subcontractors to be used, please state this.

Role	Description of Role	Person Responsible and Title	Contact Info
Executive Sponsor	Responsible for the corporate commitment. Works with the Kinetic GPO Executive Team		
National Account Manager	Responsible for sales efforts and training of sales team across the country, Works daily with the Kinetic GPO Business Development Managers		
Marketing Lead	Responsible for all marketing efforts. Works with Kinetic GPO marketing regularly		
IT Lead	Responsible for building and maintaining Kinetic GPO landing page for supplier		

Financial Reporting	Responsible for providing monthly reports to Kinetic GPO		

Scoring Criteria

Degree of appropriateness of all key team members, including supervisor/manager, agents, and employees relevant experience (5 points), qualifications (5 points), subcontractors - dealers (5 points) and the % of time (5 points) the team members are assigned to this contract.

V. Service Provision Process (90 Points)

Submission Requirements

- Provide an example(s) of a project(s) similar in nature engaging in joint ventures or other partnering or subcontracting arrangements
- Describe your approach to meeting the requirements noted in the Scope of work from beginning of project until completion
- Provide a summary of how an effective schedule and budget management approach is used
- Describe how your company proposes to provide the geographic coverage for the services including the number, size and location of your company's Canadian affiliated offices as applicable
- Describe how your company processes and handles large project orders
- Describe the company's process for managing subcontractors - dealers to ensure engagement in this program
- Describe the company's methodology and approach to copier selection and replacement, usage analysis and recommendation
- Describe the company's preventative maintenance program
- Describe the company's implementation and roll out plan for GPO members including but not limited to assessing needs, scheduling, delivering, system start up, testing, training

Scoring Criteria – 90 Points (10 points each item)

The thoroughness and completeness of process used for:

- Suitability of example(s) provided of a project(s) similar in nature engaging in joint ventures or other partnering or subcontracting arrangements
- Thoroughness of approach to meeting the requirements noted in the Scope of work from beginning of project until completion
- Thoroughness and suitability of summary of how an effective schedule and budget management approach is used
- The suitability of process to provide the geographic coverage for the services including the number, size and location of your company's Canadian affiliated offices as applicable
- The suitability of the process for handling large project orders.
- The suitability of the process for managing subcontractors - dealers to ensure engagement in this program
- Thoroughness of the company's methodology and approach to copier selection and replacement, usage analysis and recommendation
- Thoroughness of the company's preventative maintenance program
- Thoroughness of the company's implementation and roll out plan for GPO members including but not limited to assessing needs, scheduling, delivering, system start up, testing, training

VI. Project Support (20 Points)

Submission Requirements

Structure of Contract Support
Respondent to provide detail which clearly defines the structure in which this contract will be supported i.e., organizational chart or written description.

Customer Service Support

- Respondent to provide the days and hours that customer service support is available, proposal times for emergency orders, and service levels by regions that are going to be covered
- Identify the company's standard delivery time, and any options for expediting delivery of services and loaner programs if unit is out for repair or replacement copier not immediately available
- Respondent to provide a description of the online support available
- Describe in detail the process that shall be used to ensure adequate service representatives will be available
- Respondent to detail availability of both English and French speaking customer service support staff

Scoring Criteria

Structure of Contract Support (10 points)
The degree of appropriateness of the information provided which clearly defines the structure in which this contract will be supported.

Customer Service Support (10 points)

- time availability of customer support
- standard delivery time and options for expediting delivery and loaner programs
- availability of online support
- process that is used to ensure adequate service representatives will be available
- availability of both English and French customer service support

VII. Performance Capability (110 Points)

Submission Requirements

- Describe how GPO members verify they are receiving contract pricing. Respondent to provide a description of how it will ensure compliance with the contract and the pricing submitted. Describe the process used on an annual basis to ensure pricing charged to the GPO Members confirms the prices charged are the same as those on file in the contract. Level of detail provided to be by Qlik or Tableau or equivalent commercially available software applications.
- charged to the GPO Members confirms the prices charged are the same as those on file in the contract. Level of detail provided to be by Qlik or Tableau or equivalent commercially available software applications.
- Respondent to also describe what monthly sales reports will be provided and detail included
- Respondent to provide a GPO Member service/problem resolution plan and to detail how your organization addresses and resolves customer service problems and complaints with respect to:

    - Billing issues
    - Service Issues
- Please include timelines and escalation measures.
- Respondent to provide a written description of the review process with Kinetic GPO Members regarding usage and cost savings opportunities

Scoring Criteria

40 points —Suitability of process for Kinetic GPO members to ensure compliance with the contract and the pricing submitted, to confirm that the prices charged to the GPO Members are the same prices as those on file in the contract
10 points — Capacity to provide monthly sales reports and number and type of reports provided
50 points — Thoroughness and suitability of GPO Member problem resolution for complaints, service, and billing including escalation process
10 points — Suitability and thoroughness of process pertaining to a formalized review with a public agency (such as service performance, cost saving opportunities, project activity reports, etc.)

VIII. Quality (20 Points)

Submission Requirements

- Describe your company's quality control processes including any quality certifications, from point of order through delivery of the service and methodologies to ensure compliance with specifications and industry standards. State how a plan will be developed for the work performed for Participating Public Agencies.
- Describe the process for replacement or repair of defective products and warranty related issues.
- Describe how Bidder evaluates and determines unit repair versus unit replacement.
- Describe any service guarantees, warranties offered.

Scoring Criteria

5 points — The suitability of the company's process and methodologies for ensuring product and service quality
5 points – The thoroughness of the company's process for replacement or repair of defective parts and warranty issues
5 points – The thoroughness of how the Company evaluates and determines unit repair versus unit replacement
5 points — The extent to which product or service guarantees are offered

IX. Supply Chain Continuity (15 points)

Submission Requirements

- Describe how you can ensure an uninterrupted supply of the required goods and services in an emergency.
- Describe your organization's business continuity and disaster recovery plans currently in place to maintain or quickly resume any delivery of goods or services.

- Describe any processes in place to ensure business continuity management arrangements are tested and reviewed.

Scoring Criteria

5 points – the suitability of the company's process to ensure an uninterrupted supply of goods and services in an emergency.
5 points – The thoroughness of the organization's business continuity and disaster recovery plans.
5 points – The extent to which business continuity management arrangements are tested and reviewed**.**

X. Value Add (100 Points)

Submission Requirements

Marketing

- Respondent to provide a Marketing implementation plan to promote this agreement both internally and externally (from development to rollout). Please refer to Schedule A (Statement of Work), section 21, Sales Commitment.
- Outline your company's plan for marketing the Products to Broader Public Sector, MASH entities, and non profits nationwide to existing Public Agency customers of your company as well as to prospective Public Agencies immediately upon award.
- Respondents are encouraged to provide examples of collateral pieces that have been utilized for broader public sector entities and other North American cooperative programs, if applicable
- Respondents to identify if they are capable of supplying marketing and support material to our Members in French
- List any trade shows, conferences, associations, and/or trade publications at which your organization plans to promote the Master Agreement
- Respondents to provide a role out schedule and an estimated dollar value potential for the contract
- Provide a narrative of how salespeople and or dealer network would be trained and used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.
- Describe your process for bringing on new Members as well as transitioning any existing Members onto the Kinetic GPO contract

Sustainability and Environmental Program
Please provide and describe the following for your company:

- **Policies:** Efforts and policies pertaining to green and sustainability
- **Products:** Impact on service offerings
- **Distribution:** Impact on distribution process
- **Certifications**: The industry recognized certifications and standards obtained and those represented through its catalog of services. Please indicate if you have any services in your offering that have any third-party environmental certifications.
- **Innovative investments:** Detail any innovative ways that your organization helps to reduce carbon footprint, usage, waste etc.

Respondent to describe (both their process and the Subcontractor Consultants) their environmental performance including but not limited to the following. Please identify if the initiatives or certifications etc. are yours or your distributor/manufacture's.

- Environmental activities the Supplier participates in (e.g., fair-trade practices, recycled content, carbon footprint reduction
- The Supplier's communication strategies to use with Members that will enforce sustainability
- Environmental initiatives and associated implementation timelines, as applicable
- Relevant social responsibility plan and/or initiatives with implementation timelines, as applicable
- Any environmental considerations such as increased energy/savings, greenhouse gas reductions and donation programs
- Describe your company's process for defining, verifying, and labeling green/sustainable products and services in your offering
- Explain how you help public agencies navigate toward the green products in your offering through website filters, keyword searches, displaying eco-logos, etc.
- Describe your company's waste management and policy and recycling programs

Kinetic GPO is dedicated to fostering the continued development and economic growth of small, minority, First Nations, veteran and women owned businesses. To this end small, minority, veteran and women owned business enterprises are encouraged to participate in this procurement process. Please identify if your company has a Supplier Diversity Program. If so, describe efforts your company has made to increase business with women, minority and service-disabled veteran-owned businesses (i.e., does your company have a policy statement, participate in outreach activities, promote diverse firm subcontracting, publicize contract opportunities, provide certification assistance, etc.) Please provide examples.

Technology advancement
Detail any technology advancements or investments your company has made or in process to better serve the end customer.

Additional Products or Services and Capacity to Broaden Scope
Describe in detail any additional solutions, products, or services offered (not included in the scope of work) but related to the scope of work that will benefit our Members as well as the capacity of your company to broaden the scope of the contract and keep your service offerings current.

Additional Savings
Respondent to provide detail regarding their ability to provide any additional savings, value, or benefits to Kinetic GPO and its Members (outline specifics).

Special Programs
Describe any special programs that the company offers that will improve customers' ability to access services, or other innovative strategies that differentiate them from competitors.

Scoring Criteria

Suitability of Marketing plan to promote this agreement, with reference to Schedule A (Statement of Work), item 20, Sales Commitment (35 points)

10 points — Implementation activities
10 points — Roll out time frame
5 points — Respondents estimated dollar value potential for the contract
10 points — Process for bringing on new Members as well as transitioning any existing Members onto the Kinetic GPO contract

Sustainability and Environmental Program (30 points; 5 points each)

- The completeness and degree to which polices, products, distribution, certifications are desirable to Kinetic GPO
- The number and type of initiatives, environmental activities, use of renewable resources and communication strategies
- The suitability and extent of the impact of Sustainable Policies and Programs on products, and distribution. The number and type of certifications
- The level and number of innovative ways that your organization helps to reduce carbon footprint, usage, waste etc.
- The completeness of the organizations waste management policy and recycling programs
- The completeness of the development and economic growth of small, minority, First Nations, veteran and women owned businesses First Nations Procurement, and social responsibility plan

The degree of Technology advancements or investments your company has made or in process to better serve the end customer (5 points)

The number and type of Additional Products or Services offered (not included in the scope of work) but related to the scope of work that will benefit our Members. The capacity of your company to broaden the scope of the contract and keep your service offerings current. (10 points)

The number and type of additional savings, value, or benefits to Kinetic GPO and its Members (outline specifics). (15 points)

The number and type of special programs that company offers that will improve customers' ability to access services, or other innovative strategies that differentiate them from competitors (5 points)

XI. Range and Number Services (20 Points)

Submission Requirements

Provide a description of the Services and Solutions to be provided by the major product category set forth in Section III Scope Requirements of the RFSO. The primary objective is for each Proposer to provide its complete service and solutions offerings so that Participating Public Agencies may order a range of services as appropriate for their needs. Include any services that are specific to a certain Broader Public Sector entity type such as Healthcare or Municipalities. Include basic capabilities your organization provides, as well as any expanded service options. Examples of expanded service include but are not limited to those listed in item 4 above.

Using Exhibit A Statement of Work, identify the proposed service products that will be available under the contract and any that will not.

- Provide a detailed written response to each requirement describing how your offer will meet the General Requirements of this solicitation.
- If the response is not the exact service specified, clearly indicate the deviation in the proposal. If there are no deviations stated it will be assumed that the service products specified are being provided.

Scoring Criteria

10 points — Range of services offered
10 points — Number of services offered

XII. References (10 points)

Submission Requirements

Respondent to provide a minimum of 3 customer references relevant to the size and scope of products being provided to clients who have obtained services similar to those requested in this RFSO from the supplier in the last 5 years. Information to be completed in Exhibit D (Reference Form).

Scoring Criteria

The degree to which the references contacted substantiate to an acceptable degree the Respondent's ability to perform the Work, Kinetic GPO, in its sole discretion, reserves the right to disqualify the Respondent and move to consider the next highest scoring Respondent.

XIII. Financial (10 points)

Submission Requirements

Respondent to provide banking or other suitable documentation that proves the financial stability of the Company. Where financial statements are not available, please submit a letter from your banking institution.

Scoring Criteria

The degree to which the banking or other suitable documentation proves the financial stability of the Company.

XIV. Pricing (140 Points)

Submission Requirements

- Product Pricing: Provide the pricing for all services offered using a fixed percentage (%) discount off a Standard Price List or other objectively verifiable criteria
- Provide copies of the Standard Price List or other objectively verifiable criteria
- Provide pricing for all services offered using a fixed percentage % discount
- Related Services: Provide pricing for any proposed additional services you wish to be considered

- Volume Discounts or Rebates: Please include any volume discounts or rebates offered by Proposer to Participating Broader Public Sector Entities
- Describe any shipping charges. Delivery and set up may be priced by region, zone or other categorization provided pricing is submitted as an hourly rate. Basic and Expanded Service set up must be priced.
- Respondent commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement
- Describe lease/rental options available including financing information
- Describe how future product introductions will be priced and align with Contract pricing proposed
- Proposed pricing shall include license, installation, service, warranty, maintenance, and any other applicable technical and associated cost
- Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards

Pricing

1. Respondents to provide Pricing for Market Basket services offered for each category.

2. If applicable, Electronic Catalog and/or price lists must accompany the proposal. Include an electronic copy of the catalog in Excel format from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. If Respondent has existing GPO contracts in place, Respondent is requested to submit pricing equal to or better than those in place.

3. The "Market Basket" shall include the name of the service, suggested retail pricing, total sales of the service sold by the Respondent in 2022, Kinetic GPOs' percentage discount and the maximum net prices for each product.

4. The Respondent shall provide a list of all services in its standard published catalogue with public prices, minimum percentage discount off list and net prices.

5. A "Market Basket" consisting of a list of all available services within the classes of services listed in the RFSO along with pricing shall be submitted by the Respondent. Kinetic GPO reserves the right to request clarification of the Market Basket after close of the RFSO.

6. The Market Basket shall include the service items by volume time quoted price that are currently being offered to public sector customers.

7. For ease of review and evaluation by the evaluation team, the listing shall be submitted in an electronic format as per Exhibit E(Market Basket Form.8.Proposed prices shall be provided in Canadian funds and shall include all applicable Customs duties, tariffs, overhead, materials, fuel, office support, profit, permits, licenses, labour, insurance, Workplace Safety Insurance Board

costs, travel, and warranties, and further shall be subject to adjustment for fluctuation in foreign exchange rates at the time of order.

8. Commercial General Liability Insurance is to be included in the amount of 5 million dollars. Where a GPO Member requests insurance over and above the 5 million dollars the additional amount requested will be at the sole cost of the GPO Member. A certificate of Insurance naming the GPO Member as additional insured will be provided upon request.

9. All prices shall be quoted exclusive of applicable taxes, each of which, if applicable, should be stated separately.

10. All prices quoted, unless otherwise instructed in this RFSO or approved through the price increase process stipulated in the RFSO, shall remain firm for the Term of the Master Agreement.

11. In the event of any discrepancy in the prices within a Proposal, the lowest price submitted will be accepted.

Scoring Criteria

120 points — Categories 1, 2, 3, 4, –top 10 items selected for each category 4 categories x 10 items = 40 items x 3 points per item = 120 points
Category 5 is not scored, and no points will be assigned
The table below illustrates Points for each Market Basket item that is selected by Kinetic GPO to form the evaluated "Market Basket".
Leasing/Rental Rates – for information purposes only and will not be scored

Additional Fees (20 Points)

Submission Requirements

You must identify if you do or do not have any additional fees. Failure to do so will result in zero points being scored for this category. These may include but not limited to minimum order fees, credit card fees, delivery fees (not including remote locations), administrative fees, delivery to Members without loading docks, inside or desk delivery.

Scoring Criteria

20 points — No additional fees including but not limited to, minimum orders, credit card fees, administrative fees
15 points — Additional fees including but not limited to credit card fees, administrative fees, minimum orders $1000.00 and less
5 points — Some but not all additional fees including but not limited to credit card fees, administrative fees, minimum orders $5000.00 and less
0 points — Additional fees regardless of size of order

XV. Mandatory Submission Form

Each Proposal must include a Mandatory Submission Form (See Form 1 in the bid package) completed and signed by an authorized representative of the Respondent.

Rated Requirements	Points per Section	Section % of Total	Points breakdown
General Company Background Experience	55		
Location of Supplier			10
Experience			10
Size of Company, Specific Company Experience, and Local Initiatives			15
Team Experience			20
Service Provisions Process	90		
Suitability of example(s) provided of a project(s) similar in nature engaging in joint ventures or other partnering or subcontracting arrangements			10
Describe your approach to meeting the requirements noted in the Scope of work from beginning of project until completion			10
Suitability of scheduling and budget management			10
Process for geographic coverage			10
Process for handling large project orders			10
Process for managing subcontractors - dealers			10
Methodology			10
Preventative Maintenance			10
Roll out			10
Project Support	20		
Structure of Contract Support			10
Customer Service			10
Performance Capability	110		
Compliance Process			40
Reports			10
Problem Resolution			50
Quarterly Review			10
Quality	20		
Process For Ensuring Product and Service Quality			10
Warranties and Services Guarantees			10
Supply Chain Continuity	15		

Value Add	100		
Marketing Plan			35
Sustainability and Environmental Programs including number of Certificates			30
Technology Advancements			5
Number and Type of Additional Services Offered and capacity to broaden scope			10
Additional Savings			15
Special Programs			5
Products and Services	20		
Range of Products and Services offered			10
Number of Products and Services offered			10
Total Points for Related Requirements	430	100.00%	

Respondents should set out the information that is listed in the order in which it will be evaluated as set out below. Respondents are encouraged to provide as much detail as possible to maximize points and allow Kinetic GPO to evaluate their Proposals.

References	10		10
Financials	10		10
Total References and Financials	20		20

Financial Evaluation – Pricing 140 points (120 points Market Basket + 20 points Additional Charges)

Rated Requirements Components		Points Breakdown	% Of total
Pricing			
	Market basket – see item III above for breakdown	120	86%
	Additional credit card fees administrative fees, minimum orders	20	14%
Total Points for Rated Requirements		140	100.0%

Each Market Basket Item will be evaluated and scored using a relative formula (i.e., by dividing that supplier's total price for the category into the lowest price bid for the category) and multiplying by the total points for that category. This will be done for each category 1 – 5.

The resulting financial evaluation scores for all Market Basket items and Additional Charges will be totalled for each Respondent and added to the total technical score to determine a total overall score.

EXHIBIT D – REFERENCE FORM

Each Respondent is required to provide three (3) references (Government Purchasing Organization (GPO), Shared Services Group or Government Cooperative Purchasing Group) for which the Respondent has provided the same or similar Deliverables within the past five (5) years.

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

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

Kinetic may check references other than those provided by the Respondent.

Reference #1

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: To:
Nature of services & total yearly value of the service:	

Reference #2

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: To:
Nature of services total yearly value of the service:	

Reference #3

Company name:	
Company address:	
Contact name:	
Contact telephone number:	
Contact email address:	
Date work undertaken:	From: To:
Nature of services total yearly value of the service:	

RFSO 24-01 Print Services and Equipment

Please indentify your potential market share nationally for Print Services and Equipment in dollars or as a per

Dealer/Distribution Network Information

Dealer/Distributor Name	Contact Name	Exclusive Relationship Yes / No

centage _____

FORM 1 – MANDATORY SUBMISSION FORM

1. Respondent Information

Please fill out the following form, naming one person to be the Respondent's contact for the RFSO process and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Email:	

2. Product Availability

Indicate any and/or all provinces and territories where products can be offered.

☐ **Provinces / Territories** (Selecting this box is equal to checking all boxes below)

Alberta	☐
British Columbia	☐
Manitoba	☐
New Brunswick	☐
Newfoundland	☐
Northwest Territories	☐
Nova Scotia	☐
Nunavut	☐
Ontario	☐
Prince Edward Island	☐
Quebec	☐
Saskatchewan	☐
Yukon	☐

Outline your distribution zones or coverage areas with delivery service levels for each of the provinces/Territories that you will be servicing.

3. Acknowledgment of Non-Binding Procurement Process

The Respondent acknowledges that the RFSO process will be governed by the terms and conditions of the RFSO, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation will be created between Kinetic and the Respondent unless and until Kinetic and the Respondent execute a Master Agreement.

4. Ability to Provide Deliverables

The Respondent has carefully examined the RFSO documents and has a clear and comprehensive knowledge of the Deliverables required. The Respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFSO. The Respondent acknowledges that any inaccurate, misleading or incomplete information could adversely impact the acceptance of its Proposal or its eligibility for future work.

5. Addenda

The Respondent has examined the RFSO package (including all documents and any attachments and appendices thereto) and Addenda as listed hereunder, and the Respondent is fully informed as to the nature of the work and conditions for its performance.

The Respondent has received the following addendums as listed below. (If addendum(s) were not received, leave blank.)

Addendum No.	Dated
No. 01	
No. 02	
No. 03	

6. No Prohibited Conduct

The Respondent declares that it has not engaged in any conduct prohibited by this RFSO.

7. Conflict of Interest

Respondents must declare all potential Conflicts of Interest, as defined in this document. If the box below is left blank, the Respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its Proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFSO.

Otherwise, if the statement below applies, check the box.

☐ The Respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its Proposal, and/or the Respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFSO.

If the Respondent declares an actual or potential Conflict of Interest by marking the box above, the Respondent must set out below details of the actual or potential Conflict of Interest:

8. Disclosure of Information

The Respondent 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 by order of a court or tribunal. The Respondent hereby consents to the disclosure, on a confidential basis, of this Proposal by Kinetic to representatives from any GPO Members and to the advisers retained by Kinetic to advise or assist with the RFSO process, including with respect to the evaluation this Proposal.

Signature of Witness	**Signature of Respondent Representative**
Name of Witness	Name of Respondent Representative
	Title of Respondent Representative
	Date
	Authorized Corporate Signature.

Addendum #1

RFSO 24-01 Print Services and Equipment

Posted: January 23, 2024

The following changes have been made to the schedule. All information provided is considered to be part of RFSO 24-01 and deemed to be included in your response.

RFSO Timetable

Deadline for Questions	February 23, 2024
Deadline for Issuing Addenda	March 1, 2024
Submission Deadline	March 28, 2024
Rectification Period	April 10, 2024
Anticipated Execution of Master Agreement	May 10, 2024

Addendum #2 Print Services and Equipment RFSO 24-01

The following questions have been received with the responses noted below. All information provided is considered to be part of RFSO 24-01 and deemed to be included in your response.

Question #1:

The RFP states that toner and the like are to be removed and priced out separate. The industry standard is to include toner etc. in the cost per copy. The industry has operated this way for some time. Is it mandatory to have it separate or may we include it in the price as per industry standard?

Response:

As this RFSO provides for outright purchase, rental, or leasing as well as includes Category 3 which is for consumables toner is to be priced separate.

Question #2:

What is the point score for total units/catalog provided? We have a very large and broad reaching portfolio covering the full gamut of products and services. Should we submit a few MFD units to fit into the example structure provided in the SOW and provide the rest in category 5? Or do we need to price out and submit the full line of products and services?

Response:

As noted on Exhibit E Market Basket, proponents are to list 30 of your top items. Kinetic will then randomly select 10 items for evaluation purposes. The total of these 10 items will then be used to determine the overall low bid for each category.

The categories have been chosen to represent the industries offerings. If there is a category missing, please add it to category 5 in the Market Basket.

With respect to the third tab, we are requesting a complete catalogue so that we can point to your entire product offering should a member ask if it is being offered. There is no need to provide pricing on the third tab.

Question #3:

Exhibit A – 2. Description of Core Product and Services - Category 1 lists requirements for mono and colour, Does the color / mono requirement apply to category 2 Could you please clarify your requirements for both a mono /colour production category as well as speeds

Response:

It was not our intention to limit proponents to the specifications listed, however the following are the speed ranges for Monochrome and Colour:

- Monochrome:
  - o 80ppm to 99ppm, inclusive.
  - o 100ppm to 119ppm, inclusive; and,
  - o 120ppm to 139ppm, inclusive.
- Colour:
  - o 60ppm to 69ppm, inclusive; and,
  - o 70ppm to 79ppm, inclusive

Question #4:

EXHIBIT A RFSO 24-01 Statement of Work.pdf - Section 3 IT Requirements Many operating systems in the list are no longer supported by Microsoft and Apple (, would you consider modifying the requirement for only active versions.

Response:

Yes, if they are no longer active, please state the active version.

Question #5:
Can we include other print products such as Wide Format MFP's/SFP's, document scanners, specialty printers?
Response:
Yes, other products may be proposed under category 5.

Question #6:
Exhibit A Section 14. Moves, Additions and Changes
Move Office MFD(s) within a GPO Member's organization to better balance utilization at no charge
Question- Would Kinetic please allow for re-location charges where the device(s) is/are being re-located to a space other than the same floor? In the wake of increased transportation costs this is an expensive undertaking for suppliers.
Response:
Yes, this may be quoted under additional fees.

Question #7:
Q3. Exhibit A Section 2
2. Description of Core Products and Services
Office MFD Base Model Requirements
The minimum base model features for all Office MFDs include:
• Ability to print on 11 × 17 for all Office MFDs except for 15ppm to 34ppm monochrome Office MFDs
Question- Would Kinetic please clarify if it willing to accept additional A4(letter/legal) models, both monochrome and colour. These models would be in addition to those offering 11 x 17 capabilities.
Response:
See question #5.

Question #8:
Exhibit A 19. Contractor Responsibilities
Questions:
Point B- With regards to background screenings. Would Kinetic allow the Contractor(Canon) to conduct the screenings ourselves and provide the Member with a confirmation letter rather than have the Member conduct the screenings.
Response:
Acceptance of a confirmation letter rather than the member conducting the screening would be at the member's discretion.

Question #9:
Point D. As it indicated, Providing Contractor employees all of Member's safety, drug/alcohol, work policies etc. It then mentions that the Contractor shall obtain written acknowledgement from each contractor employee provided that they have read, understood, and agree to abide by those policies and procedures. Will we be given the policies a head of time, do we need to provide copies of the signed documents, etc.?
Response:
Yes, if you are requested to provide written acknowledgement, the Company would be provided with the member policy. Providing copies of the acknowledgement is at the discretion of the member.

Question #10:
Point G. “Notifying contractor employees in writing that the only benefits they will receive will be from Contractor, and that they are not entitled to any benefits from the Member”. – All employment agreements are signed by the Contractor and their employees, is further documentation required?
Response:
No.

Question #11:
Q. 5 EXHIBIT B RFSO 24-01 Master Agreement
Questions
Sections 4.4 and 5.07 require the contractor to keep records for 7 years after the agreement is terminated. We would like to ask Kinetic to modify this requirement to read 7 years from the creation date of the record works too. For example, a financial record created in February 2024 should be kept until February 2031.
Response:
Yes, this is acceptable.

Addendum #3 RFSO 24-01 Print Services and Equipment

Posted: February 29, 2024

Please be advised the submission deadline for the above noted RFSO has been extended to April 30, 2024. All information provided is considered to be part of RFSO 24-01 and deemed to be included in your response.

Addendum #4 RFSO 24-01 Print Services and Equipment
Posted: March 11, 2024

The following questions have been received with the responses noted below. All information provided is considered to be part of RFSO24-01 and deemed to be included in your response.

Question #1:
Will Kinetic be operating in Quebec for the supply of printing and related equipment?
Response:
The awarded contract(s) will be available to any member or potential member across Canada including Quebec.
Respondents are required to submit Mandatory Submission Form 1 indicating which Provinces they are able and willing to service. The information provided in Mandatory Form 1 is then evaluated in accordance with the Evaluation Criteria listed in Exhibit C.

Question #2:
Should a supplier want to add products/services outside of print, what would that process look like?
Response:
Respondents are requested to list other products and Services under Category 5 Related Products and Services.