



Request for Standing Offers

For

Furniture Phase 3: Educational Furniture and Services

Request for Standing Offer No.: RFSO 24-17

Issued: November 15, 2024

Submission Deadline: January 24, 2025

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

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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 Educational Furniture and Services 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 Educational Furniture and Services 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.

Kinetic GPO effectively manages 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 year over year an average of 49.5% from January 2019 to date. 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. Kinetic GPO annually attends on average 40 conferences, we hold kick off meetings for 15 new and renewed programs, as well as a dozen or more National Training / Webinar calls and 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 RFSO Timetable

Issue Date of RFSO	November 15, 2024
Deadline for Questions	December 6, 2024
Deadline for Issuing Addenda	December 13, 2024
Submission Deadline	January 24, 2025 04:00PM EDT
Rectification Period	January 31, 2025
Anticipated Execution of Master Agreement	May 9, 2025

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.

1.6 Submission of Responses

1.6.1 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.

1.6.2 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.

1.6.3 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 – <u>optional submission</u>
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 are 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.



1.6.4 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.

1.6.5 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 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 must 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.

2.2 Stage One – 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 One 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 Two Step 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 **Stage Two Step Two** - 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 would be 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
- 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
 - 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
- 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 12 Categories
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
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 MSRP	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 (Exceptions to situations like COVID-19)
- Prices must not increase in the first twelve months of the Master Agreement, subject to a time-limited exception to account for supply chain disruptions such as the one 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