

## SCHEDULE 2 - CLIENT-SUPPLIER AGREEMENT

**THIS CLIENT-SUPPLIER AGREEMENT**, made in duplicate, for **Educational Furniture and Related Services** as outlined in **Request for Proposals #2017-277** is effective as of the

Insert Client Agreement Effective Date

**BETWEEN:**

[Insert full legal name and address of Client, College, University, School Boards or BPS entity]

(the "Client")

- and -

**Patrick Cassidy and Associates**

(the "Supplier")

**WHEREAS** the Supplier entered into a Master Agreement with OECM referred to as **OECM-2018-277-03** for the provision of Resources;

**AND WHEREAS** the Client has decided to become a Client as defined under the Master Agreement by entering into this Client-Supplier Agreement (the "CSA");

**NOW THEREFORE** in consideration of their respective agreements set out below and subject to the terms of the Master Agreement, the parties covenant and agree as follows:

### ARTICLE 1 - DEFINITIONS

Unless otherwise specified in the CSA, capitalized words and phrases shall have the meaning set out in the Master Agreement. When used in the CSA, the following words and phrases have the following meanings:

"**Rates**" means the applicable price for the Resources, as defined in the Master Agreement;

"**Term**" means the period of time from the effective date first above written up to and including the later of:

- (a) May 31, 2021, or,
- (b) the Expiry Date of any extension to the CSA; which in any event shall be no later than the expiry of the Master Agreement or any extension thereto.

### ARTICLE 2 - THE MASTER AGREEMENT

**2.1** This CSA is entered into pursuant to, incorporates by reference and is governed by the Master Agreement reference **OECM-2018-277-03**.

**2.2** All terms and conditions of the Master Agreement apply with the appropriate modifications to this CSA. In the event of a conflict or inconsistency between this CSA and the Master Agreement, the latter shall govern (unless the Master Agreement provides otherwise) provided that the Rates payable pursuant to a Client-Supplier Agreement executed by the Supplier and a Client are less than the Rates set out in the Master Agreement.

### ARTICLE 3 - REPRESENTATIVES FOR CLIENT-SUPPLIER AGREEMENT

**3.1** The Supplier's representative for purposes of this CSA shall be:

Stephanie Singleton, Principal  
Phone: 647-885-3737  
Email: [ssingleton@patrickcassidy.ca](mailto:ssingleton@patrickcassidy.ca)

**3.2** The Client representative for purposes of this CSA shall be:

Insert Client's contact name, phone/facsimile numbers and email address

**3.3** The OEMC representative for purposes of this CSA shall be:

Taylor Thornhill, Business Relationship Manager  
Phone: 647-289-4350  
Email: [taylor.thornhill@oecm.ca](mailto:taylor.thornhill@oecm.ca)

#### **ARTICLE 4 - TERM OF CSA**

**4.1** This CSA is effective as of the Effective Date, and will, unless terminated earlier in accordance with the provisions of the Master Agreement or this CSA, terminate on the same day that the Master Agreement terminates (the "**Term**"). If the Term of the Master Agreement is extended, then the Term of this CSA shall automatically be extended for the same period and upon the same terms and conditions as the Master Agreement is extended.

#### **ARTICLE 5 – RESOURCES, RATES AND PAYMENT PROCESS**

**5.1** The Supplier agrees to provide the Resources to the Client as described in the Master Agreement and as more particularly specified in Appendix A – Resources and Supplementary Provisions to this CSA in accordance with the Rates set out in Schedule 1 of the Master Agreement.

**5.2** The Supplier shall adhere to the time lines set out in Appendix A – Resources and Supplementary Provisions to this CSA.

**5.3** The Client hereby consents to the use by the Supplier of the Supplier's Subcontractors and personnel (if any) named in Appendix A – Resources and Supplementary Provisions to this CSA.

**5.4** The Client may request changes to the particular CSA, which may include altering, adding to, or deleting any of the Resources. The Supplier shall comply with all reasonable Client change requests and the performance of such request shall be in accordance with the terms and conditions of the Master Agreement and CSA, including the Rates for such Resources set out in the Master Agreement. Any changes requested must be authorized in writing by the Client and accepted by the Supplier in writing in accordance with Article 12.3 of this CSA.

#### **ARTICLE 6 - RATES AND PAYMENT**

**6.1** The Client shall pay the Supplier in accordance with the Rates set out in the Master Agreement. For convenience, the applicable Rates are set out

**6.2** The Client will pay the Supplier by way of

The CSA payment terms are net thirty (30) days.

**6.3** The Supplier shall bill the Client for Resources in accordance with Article 4 of the Master Agreement, unless otherwise set out in Appendix B - Rates to this CSA or in Article 6.1 above.

#### **ARTICLE 7 – INSURANCE**

**7.1** The Supplier shall furnish a Certificate of Insurance to the Client in accordance with the insurance requirements set out in Article 7 of the Master Agreement prior to commencing performance under the CSA.

**7.2** The Supplier shall ensure that the Client is named as an additional insured party under the Supplier's insurance policy put in effect and maintained pursuant to Article 7.03 of the Master Agreement.

#### **ARTICLE 8 - NOTICES**

**8.1** Notices shall be in writing and shall be delivered by email, postage-prepaid envelope, personal delivery or facsimile and shall be addressed to, respectively, the Client address to the attention of the Client Representative and to the Supplier address to the attention of the Supplier Representative. The parties may change such addresses by notice in writing delivered to the other in accordance with this paragraph.

**8.2** 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 facsimile, email, one (1) Business Day after such notice is sent in accordance with this paragraph.

**8.3** In the event of a postal disruption, notices must be given by personal delivery or by facsimile 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 Article.

## **ARTICLE 9 –TERMINATION**

### **9.1 Termination by Either Party**

Either party may terminate this CSA upon prior written notice of one-hundred and twenty (120) days to the other where such other party neglects or fails to perform or observe any material term or obligation of the CSA and such failure has not been cured within thirty (30) days of written notice being provided.

### **9.2 Termination by Client**

The Client shall be entitled to terminate the CSA, without liability, cost or penalty:

- (a) on written notice to the Supplier, if any Proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Supplier or its property;
- (b) on written notice to the Supplier, if the Supplier makes an assignment for the benefit of its creditors, becomes insolvent, commits an act of bankruptcy, ceases to carry on its business or affairs as a going concern, files a notice of intention or a proposal or seeks any arrangement or compromise with its creditors under any statute or otherwise;
- (c) on written notice to the Supplier, following the occurrence of any material change in the Client's requirements which results from regulatory or funding changes or recommendations issued by any government or public regulatory body;
- (d) at any time, without cause, by giving the Supplier at least sixty (60) days written notice; or,
- (e) in accordance with any provision of the Master Agreement or the CSA which provides for termination.

### **9.3 Supplier's Obligations on Termination**

The Supplier shall, in addition to its other obligations under the Contract and at law:

- (a) provide the Client with a report detailing (i) the current state of the provision of Resources by the Supplier at the date of termination; and (ii) any other information requested by the Client pertaining to the provision of the Resources and performance of the CSA;
- (b) execute such documentation as may be required by the Client to give effect to the termination of the CSA; and,
- (c) comply with any instructions provided by the Client, including but not limited to instructions for facilitating the transfer of the Supplier's obligation to another person.

### **9.4 Supplier's Payment Upon Termination**

A Client shall only be responsible for the payment for the Resources supplied on or before the effective date of any termination of the CSA and for any Client-unique Resources in Supplier's inventory ordered at the specific request of the Client (which such inventory shall be immediately delivered to the Client). Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Resources performed or money paid prior to termination. In addition to its other rights of hold back or set off, the Client may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

### **9.5 Termination in Addition to Other Rights**

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

#### **9.6 Survival upon Termination**

In the event that OEMC terminates the Master Agreement with the Supplier prior to the expiry of this CSA but does not terminate this CSA at the same time, the terms of the Master Agreement shall survive and continue to apply to this CSA.

### **ARTICLE 10 – PUBLICITY**

**10.1** Any publicity or publications related to this CSA or the Resources shall be at the sole discretion of the Client. The Client may, in its sole discretion, acknowledge the Resources of the Supplier in any such publicity or publication. The Supplier shall not make use of its association with the Client without the prior written consent of the Client.

### **ARTICLE 11 - LEGAL RELATIONSHIP BETWEEN CLIENT, SUPPLIER AND THIRD-PARTIES**

#### **11.1 Supplier's Power to Contract**

The Supplier represents and warrants that it has the full right and power and all necessary licences, authorizations and qualifications to enter into and perform its obligations under this CSA and that it is not a party to any agreement with another Person which would in any way interfere with the rights of the Client under this Contract.

#### **11.2 Representatives May Bind the Parties**

The parties represent that their respective signatories have the authority to legally bind them.

#### **11.3 Independent Contractor**

This CSA is for a particular and non-exclusive service. The Supplier shall have no power or authority to bind the Client or to assume or create any obligation or responsibility, express or implied, on the Client's behalf, or to hold itself out as an agent, employee or partner of the Client. Nothing in the CSA shall have the effect of creating an employment, partnership or Institution relationship between the Client and the Supplier. For the purposes of this paragraph, the Supplier includes any of its directors, officers, employees, agents, partners, affiliates, volunteers or the Supplier's Subcontractors.

#### **11.4 Subcontracting or Assignment**

The Supplier may subcontract or assign this Agreement in whole or any part to any corporation or other business entity that is controlled by or is under common control of the Supplier. Control exists when an entity owns or controls directly or indirectly the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity. If this Agreement is subcontracted or assigned to such a corporation or business entity, the Supplier shall remain jointly and severally liable with such corporation or business entity for all obligations hereunder.

The Supplier shall not subcontract or assign the whole or any part of the CSA or any monies due under it, other than as outlined above without the prior written consent of the Client, not to be unreasonably withheld. Such consent shall be in the sole discretion of the Client and subject to the terms and conditions that may be imposed by the Client. Without limiting the generality of the conditions which the Client may require prior to consenting to the Supplier's use of a Supplier's Subcontractor, every contract entered into by the Supplier with a Supplier's Subcontractor shall adopt all of the terms and conditions of the Master Agreement and the CSA as far as applicable to those parts of the Resources provided by the Supplier's Subcontractor. Nothing contained in the Master Agreement or the CSA shall create a contractual relationship between any Supplier Subcontractor or its employees and the Client.

### **ARTICLE 12 – GENERAL**

#### **12.1 Severability**

If any term or condition of the CSA, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the CSA, 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.

#### **12.2 Force Majeure**

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the CSA 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 business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the CSA 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 and labour disruptions but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under this CSA 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 CSA by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the CSA, at law or in equity.

### **12.3 Changes By Written Amendment Only**

Any changes to the CSA shall be by written amendment signed by both parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

### **12.4 Section 217 Education Act et. al.**

The Supplier represents and warrants that it has not employed, and that it will not during the Term employ, any teacher, supervisory officer or other employee of an Ontario district school board or of the Ontario Ministry of Education to promote, offer for sale or sell, directly or indirectly, any book or other teaching or learning materials, equipment, furniture, stationery or other article to any Ontario district school board, provincial school or teachers' college, or to any pupil enrolled therein, and that it has not given or paid, and will not during the Term give or pay, directly or indirectly, compensation to any such teacher, supervisory officer or employee for such purpose.

The Supplier further represents and warrants that it has not employed, and that it will not during the Term employ, any member of faculty or other employee of an Ontario college or university to promote, offer for sale or sell, directly or indirectly, any book or other teaching or learning materials, equipment, furniture, stationery or other article to any Ontario college or university, or to any student enrolled therein, and that it has not given or paid, and will not during the Term give or pay, directly or indirectly, compensation to any such member of faculty or employee for such purpose where such employment or compensation would place the member of faculty or employee in a Conflict of Interest with the college or university by which he or she is employed.

### **12.5 Criminal Records Check**

The Supplier covenants and agrees that it will not engage any employee or other person to perform services for the Supplier who may come into direct contact with students on a regular basis, or who may have access to student information to provide services hereunder, where such employee or other person has been charged with or convicted of an offence the nature of which may be construed as jeopardizing the safety and well-being of the students of the Client. For the purposes of this CSA, the Client shall determine in its sole and unfettered discretion whether an employee of the Supplier or such other person may come into direct contact with students on a regular basis or have access to student information and whether or not any such offence is of a nature which may be construed as jeopardizing the safety and well-being of students.

The Supplier covenants and agrees to retain on file at its head office a criminal background check covering convictions, charges and occurrences under the Criminal Code, the *Controlled Drugs and Substances Act*, and any other convictions, charges and occurrences which would be revealed by the long version Vulnerable Persons search of the automated Criminal Records Retrieval System maintained by the Royal Canadian Mounted Police ("RCMP") ("Criminal Background Check"), together with an Offence Declaration in a Client approved form for every employee of the Supplier or other person who will perform services for the Supplier who may come into direct contact with students on a regular basis or who may have access to student information, prior to the occurrence of such possible direct contact or prior to having access to student information and on or before September 1<sup>st</sup> each year thereafter with respect to Offence Declarations.

The Supplier agrees to indemnify and save harmless the Client from all claims, liabilities, expenses and penalties to which it may be subjected on account of: the Supplier engaging an employee or other person to perform services in contravention of this paragraph 12.5; or the Supplier's failure to retain a Criminal Background Check or an Offence Declaration on file, as aforesaid. This indemnity shall survive the expiration or sooner termination of this CSA. In addition to and notwithstanding anything else herein

contained, if the Supplier engages an employee or other person to perform services in contravention of this paragraph 12.5, or fails to retain a Criminal Background Check and an Offence Declaration for any employee of the Supplier or other person who performs services for the Supplier who may come into direct contact with students on a regular basis, or who may otherwise have access to student information prior to the occurrence of such possible direct contact, or prior to having access to student information and on or before September 1<sup>st</sup> each year thereafter with respect to Offence Declarations, then the Client will have the right to immediately terminate this CSA without prejudice to any other rights which it may have in this CSA, at law or in equity.

The Client shall be entitled, on forty-eight (48) hours prior written notice to attend at the head office of the Supplier for the purposes of reviewing the Criminal Background Checks and Offence Declarations. The parties acknowledge and agree that it is contemplated that the Client may attend to such reviews at least twice per year during the Term, and any renewal thereof.

In the event that either the Criminal Background Check or an Offence Declaration reveals a charge or a criminal conviction which is not acceptable to the Client in the circumstances and in its sole and unfettered discretion, then the Client will have the right to request that the Supplier prohibit the employee of the Supplier or other person who performs services for the Supplier from providing services to the Client hereunder. Upon such request, the Supplier will forthwith effect such removal, without prejudice to any other rights which the Client may have in this CSA, at law or in equity.

The Supplier will use a third party to conduct criminal reference checks for onsite employees or contractors supporting this CSA.

The Supplier will provide thirty (30) days written notice to OECM and the Client should the third party provider be changed to another provider.

#### **12.6 Purchasing Policies and Guidelines**

The Supplier agrees to comply with the Client's purchasing or administrative policies and guidelines which apply to the provision of Resources under this CSA. Copies of the applicable policies and guidelines are attached as Appendix C to this CSA.

#### **12.7 Harassment and Assault**

Without limiting the generality of the foregoing, the Supplier is required to comply with the Client's policies with respect to sexual harassment, workplace harassment, workplace violence, prohibited discrimination and harassment, and health and safety. The Supplier must cooperate with the Client in any investigation undertaken by the Client pursuant to such policies.

**IN WITNESS WHEREOF** the parties hereto have executed this Client-Supplier Agreement as of the date first above written.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contact Email

\_\_\_\_\_  
Contact Phone

\_\_\_\_\_  
Date

I have authority to bind the Client. By signing this Client-Supplier Agreement, I also consent to receive email communications from OECD, which may include announcements related to changes in products, services and pricing on this and other Agreements.

**PATRICK CASSIDY AND ASSOCIATES**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

I have authority to bind the Supplier

## APPENDIX A – RESOURCES AND SUPPLEMENTARY PROVISIONS

The Supplier and Client, when executing a CSA, may mutually agree to additional terms and conditions (e.g. Client’s business hours, locations, insurance coverage/requirements, reporting, invoice formatting, security clearance checks, etc.). Additionally, Clients will work with the Supplier to finalize the list of specific Resources and Rates based on the Clients requirements.

Please note here if applicable

### 1. Description of Resources

The Supplier will provide a broad range of Resources in the following categories:

- Category A – Traditional Classroom and Collaborative Learning Furniture; and,
- Category C – Learning Commons Furniture.

Refer to the following table for specific requirements and the corresponding sections below:

Sections	Category
1.1	Apply to both Category A and Category C
2	Category A – Traditional Classroom and Collaborative Learning Furniture
3	Category C – Learning Commons Furniture
4	Apply to Category A only
5 to 32	Apply to both Category A and Category C

#### 1.1 Reseller Authorization

The Supplier must be the manufacturer or authorized reseller of all Product Resources. The sale or provision of any Product Resources must not violate or infringe upon the proprietary rights, including the intellectual property rights, of any other manufacturer, authorized reseller, or third party.

During the Term, the Supplier must maintain the authorized reseller status for all Product Resources and provide proof of its status upon OEM’s request. The Supplier must advise OEM of any changes to their reseller status within thirty (30) days of such change. OEM may terminate this Agreement for any breach or purported breach of this Section 1.1.

### 2. Category A - Traditional Classroom and Collaborative Learning Furniture

The Supplier will provide Resources to Clients for Category A throughout the province of Ontario as illustrated in Appendix D – Geographical Zones of the Master Agreement.

The Supplier will provide Product Resources of the following types, but not be limited to:

Seating	Desks	Tables	Storage and Accessories
<ul style="list-style-type: none"> <li>• Stackable Chairs;</li> <li>• Stools;</li> <li>• Swivel; and,</li> <li>• Chairs with Tablet Arm.</li> </ul>	<ul style="list-style-type: none"> <li>• Study Carrel;</li> <li>• Open Front;</li> <li>• Combination;</li> <li>• Standing; and,</li> <li>• Teacher’s Desk.</li> </ul>	<ul style="list-style-type: none"> <li>• Nesting;</li> <li>• Folding;</li> <li>• Collaborative;</li> <li>• Cafeteria;</li> <li>• Computer; and,</li> <li>• Wheel Chair Accessible.</li> </ul>	<ul style="list-style-type: none"> <li>• Shelving;</li> <li>• Lockers;</li> <li>• Whiteboards; and,</li> <li>• Filing Cabinets.</li> </ul>



The Supplier will provide both core Product Resources and non-core Product Resources as more fully described in Section 4.1 Core Product Resources, Section 4.2 Non-Core Product Resources and Appendix B – Rates.

The Supplier will also provide Service Resources as more fully described in Section 23 - Related Service Resources.

**3. Category C – Learning Commons Furniture**

The Supplier will provide Resources to Clients for Category C throughout the province of Ontario as illustrated in Appendix D – Geographical Zones of the Master Agreement.

The Supplier will provide Product Resources of the following types, but not be limited to:

Seating	Tables	Storage and Accessories	Other
<ul style="list-style-type: none"> <li>• Lounge Furniture;</li> <li>• Chairs and Stools;</li> <li>• Floor cushions and bean bag chairs.</li> </ul>	<ul style="list-style-type: none"> <li>• Occasional Tables;</li> <li>• Collaborative Tables; and,</li> <li>• Café Tables.</li> </ul>	<ul style="list-style-type: none"> <li>• Bookshelf, and,</li> <li>• Picture Book Display.</li> </ul>	<ul style="list-style-type: none"> <li>• Circulation &amp; Information desks; and,</li> <li>• Whiteboard.</li> </ul>

The Supplier will provide Product Resources as more fully described Appendix B – Rates.

The Supplier will also provide Service Resources as more fully described in Section 23 Related Service Resources.

**4. Description of Core and Non-Core Product Resources**

**4.1 Core Product Resources**

Core Product Resources are high usage products commonly used by OECM Clients and are applicable to Category A in this Agreement.

Core Product Resources will be adjusted as set out in Appendix B – Rates, Optional Process to Refresh Resources.

**4.2 Non-Core Product Resources**

Non-core Product Resources are those in addition to the core Product Resources in Category A, that a Client would purchase from the Supplier during the Term of the Agreement, regardless if they are included in the Supplier’s published standard catalogue (e.g. typically published annually).

**5. Industry Standards**

The Supplier will provide Product Resources for all Categories that meet or exceed all applicable standards, including but not limited to the following:

- Canada Consumer Product Safety Act;
- American National Standards Institute / Business & Institutional Furniture Manufacturer’s Association (ANSI/BIFMA) Desk Products (x5.5.2014), Lounge Seating (x5.4.2012) or Educational Seating (x6.1.2012) or others, or equivalent, as applicable;
- Greenguard Indoor Air Quality requirements, or equivalent;
- Flammability requirements;
- Province of Ontario building codes and Ontario Hydro codes where applicable to the installation and hook-up of all electric requirements;
- Occupational Health and Safety Standards; and,
- WHMIS legislation.

During the Term, the Supplier may be requested to provide proof of meeting or exceeding the applicable standards upon OECM or the Client’s request.

**6. Overall Product Resource Performance**

## **6.1 Durability**

- Product Resources will maintain durability while functioning well with heavy use in an institutional environment;
- Product Resources will maintain their original appearance over the expected life, with normal wear and tear;
- Finishes and constructions of the Product Resources will have the ability to take impact from normal move, disassemble, reassemble without reducing the expected life, if applicable; and
- Product Resources will be designed to prevent parts from being removed without the aid of required tools.

## **6.2 Product Safety**

- Product Resources will be designed to be safe for the intended audience (i.e. eliminate tip-overs, minimize pinch points);
- Product Resources meet ANSI-BIFMA safety certification, whenever applicable;
- The Supplier will coordinate with their manufacturer to answer any safety related questions;
- Product Resources will be made with hygienic materials; and,
- Product Resources will be easily transported by one to two (1 - 2) individuals.

## **6.3 Ease of Use**

- Product Resources will be flexible to allow for easy changeability within the classroom, library, cafeteria and/or building environments, within a variety of configurations, over the expected life; and,
- Product Resources will be easily reconfigured, as required.

## **6.4 Ease of Maintenance**

- Product Resources will be easily maintained (e.g. cleaning) during its expected life;
- Features such as moisture resistance, or a moisture barrier, antimicrobial properties, and/or bacterial resistant are preferred whenever possible;
- Fabrics/textiles will repel stains as well as release stains;
- Product Resources will allow Client to clean the surrounding area easily.

## **7. Environmental Considerations**

The Supplier will make options available to extend the life of Product Resources whenever possible, including but not limited to, making replacement glides and table tops available for purchase after the warranty period.

The Supplier will make green disposal options available to Clients.

The Supplier will keep Clients informed about any new environment-friendly products, sustainable technologies and other green initiatives.

## **8. Ergonomic Considerations**

The Supplier will supply a variety of ergonomic Product Resources designed with adjustment features that can be utilized by a broad range of users with different ages, heights, sizes, usage and physical requirements. Ergonomic Product Resources from the Supplier under the following manufacturers: Humanscale, Ergonomic Accessories, Global Upholstery, Global Contract and Swiftspace.

The following Product Resources and options will be offered by the Supplier to support Client ergonomic needs: keyboard trays, monitor arms, laptop holders, cpu holders, arm supports, footrests, monitor risers, document holders, task lighting, sit stand, height adjustable desking and ergonomic seating.

The Supplier will make a catalogue of all ergonomic product and/or options Resources available to Clients.

The Supplier will identify these ergonomic Product Resources and/or options to Clients and OEM during the Term as needed.

At Client request, the Supplier will facilitate ergonomic demonstrations and training for their Clients at no additional cost to Client.

## **9. Resource Ordering**

### **9.1 Resource Catalogues and Samples**

The Supplier will provide the following catalogue(s) featuring Resources to Clients during the Term of the Agreement as required:

- Canadian published catalogue in English (e.g. ergonomic catalogue, quick ship catalogue, customized OEM catalogue, education catalogue, public sector catalogue, lowest price catalogue) with Resource details, images and finishes, in printed and/or electronic format;
- Fabric swatches, as requested;
- Finishes, as requested;
- Material samples, as requested; and
- French catalogue, in printed and/or electronic format, as requested.

### **9.2 Client Specific Resource List**

The Supplier will assist Clients as they assemble Client specific Resource lists. The Supplier will provide the following at a minimum:

- Images of Product Resources (in jpeg or equivalent format);
- Product Resource details (in Microsoft Word or equivalent format), as requested;
- Client specific product Resource net price, in compliance with the Agreement; and,
- Description and applicable Rates of Service Resources, as requested.

### **9.3 Order Placement**

The Supplier will support Clients with a variety of ordering methods, including phone, fax, email and, electronic transactions as further described in Sections 9.4.

Clients may choose to use the Supplier's website to place orders. The website will include the following, but not limited to:

- Be secure and user friendly;
- Allow generic or individual user login ID and password;
- Feature search function to allow easy Resource lookup by description, manufacturer and product code;
- Up to date Rates applicable to the Client;
- Allow various payment methods (e.g., use of Client's Purchasing Card, purchase order number) as requested; and,
- Provide information related to website maintenance, warehouse closing and other situations where orders will be impacted.

### **9.4 Electronic Commerce**

Clients currently use a variety of Enterprise Resource Planning (ERP) (e.g. SAP), E-Procurement (e.g. SciQuest) or financial systems. When Clients implement various methods for electronic ordering, such as integrated system and Electronic Data Interchange (EDI), the Supplier will provide technology and implementation support to Clients at no extra costs.

### **9.5 Minimum Order**

There is no minimum order value or volume requirement.

## **10. Lead Time**

The Supplier must adhere to its typical standard Lead Times specified in Appendix F – Lead Time of the Master Agreement.

If Product Resources require installation, the Supplier must ensure appropriate scheduling with Clients and will ensure the installation is completed on time.

The Client and Supplier may agree to other Lead Times which are mutually beneficial to both parties. These Lead Times may include blanket purchase orders with scheduled release dates, bulk or large orders with special delivery requirements (e.g. specific hours) and/or project specific orders.

**11. Change Policy or Cancellation of Orders**

The Supplier will permit changes and/or cancellation of Client orders at no cost within thirty (30) days or until production has started, whatever is greater.

The Supplier will provide detailed information related to its order change policy and cancellation policy and any specific exceptions, at Client request.

**12. Back Order**

The Supplier will confirm back orders to Clients at the time of the order confirmation with an estimated delivery date. At order confirmation, Clients will have the option to cancel or keep the Product Resources on back order at no additional cost to Client.

The Supplier will consider the peak ordering season in spring and summer and ensure sufficient inventory to minimize back orders.

**13. Product Resource Substitution**

The Supplier will only substitute Product Resources with approval from the Client's designated personnel. The Supplier will substitute Product Resources with equivalent or better products at no additional cost to the Client or OEM.

**14. Discontinued Product Resources and/or Replacement Parts**

When discontinuing Product Resources and/or replacement parts, the Supplier will provide manufacturer's supporting letter, where applicable, to OEM and Client a minimum of thirty (30) calendar days prior to the discontinuation.

The Supplier must make replacement parts and components available for discontinued Product Resources for a minimum of one (1) year after the product Resource has been discontinued by the Supplier. Rates for these replacement parts and components must be at the same or similar Rates of the original parts after discontinuation.

**15. Delivery**

All Product Resources must be Delivered Duty Paid (DDP) to inside the door or the dock of the Client's location, as requested.

The Supplier will arrange and coordinate the delivery with the Client and ensure the timely arrival of all Product Resources required. The Supplier will schedule all deliveries within Business Hours, within a three (3) hour time frame and will meet any Client schedule changes. Client may request a twenty-four (24) hour prior delivery confirmation for all deliveries. The Supplier and Client may mutually agree to other terms when executing a CSA.

Product Resources will be packaged appropriately to ensure safe delivery. All deliveries must include a packing slip specifying the Client's required information (e.g. name of the employee who placed the order, purchase order number, products and quantities ordered, catalogue number if applicable, products and quantities shipped, weight of shipment where possible, back ordered products and quantities, if any).

Deliveries must be made by the Supplier's own transportation fleet or a transportation company that allows for tracking of the shipments.

**16. Assembled and Unassembled Product Resources**

For Product Resources designated as "assembled", the Supplier will deliver Product Resources fully assembled and ready to use to Client site.

Product Resources designated as "unassembled" may be fully or partially assembled and will be delivered by Supplier to Client site for final assembly.

The Client may or may not request on-site assembly or installation from the Supplier as more fully described in Section 24.2 - Regular Installation, On-Site Assembly and Set in Place.

## **17. Quick Ship Program**

The Supplier will make Product Resources outlined in Appendix H– Quick Ship Program of the Master Agreement available to Clients with a lead time of seven (7) or fewer days.

## **18. Returns**

The Supplier will accept returns for any Product Resources shipped to Client by Supplier’s error at no cost to the Client.

The Supplier will accept the return of Product Resources part of the quick ship program detailed in Appendix H– Quick Ship Program of the Master Agreement that are without defect and in original packaging with proper notification of Supplier by Client within ninety (90) calendar days of receipt of shipment. Restocking fees of thirty-five percent (35%) will apply.

The Supplier will not accept return of Product Resources not part of the quick ship program defined in Appendix H – Quick Ship Program of the Master Agreement. The Supplier will inform Clients of Product Resources that are not returnable on Client order.

As required, the Supplier will provide a full cash refund, credit or exchange for the Product Resources to the Client as agreed to by the Client.

## **19. Warranty**

The Supplier must warrant its entire Product Resources from the date of receipt against, but not limited to the following conditions:

- Design deficiencies;
- Faulty material;
- Manufacturing defects; and
- Poor workmanship.

Manufacturer’s standard warranty must cover all parts and labour for Product Resources and typical warranty periods for Product Resources are described in Appendix G– Warranty of the Master Agreement.

Where a manufacturer’s warranty applies to Product Resources, the Supplier will be responsible for arranging Product Resource exchanges and repairs. All shipping costs, labour costs, and costs related to the travel time as they relate to approved warranty exchanges and repairs shall be at no cost to Clients. The Supplier will provide all Product Resource warranty details to OEMC and to Client upon request.

The Supplier provides full warranties for Product Resources. This means that the Supplier must repair or replace the product Resource during the specified warranty period for the conditions detailed in this section within a reasonable amount of time. The Supplier will provide full warranty details for specific Resources to the Client at their request.

The Supplier must submit any special assembly, installation, care or maintenance instructions that must be followed to make a claim on the warranty directly to the Client on purchase of the Product Resource, unless directed otherwise by the Client.

To make a warranty claim, Client will report to [info@patrickcassidy.ca](mailto:info@patrickcassidy.ca) and Supplier will be in contact within twenty-four (24) Business hours.

When a claim has been approved, the Supplier will be responsible for arranging Product Resource exchanges and repairs. All shipping costs, labour costs, and costs related to the travel time as they relate to approved warranty exchanges and repairs will be at no cost to Clients.

Full resolution of the warranty claim by Supplier will vary by Product Resource, and the Supplier will inform the Client of repair or replacement timing on approval of warranty claim. Stocked parts for Product Resources will result in a repair or replacement within five (5) Business Days.

Where Services are provided, the Supplier will warrant the Services completed for one (1) year. All labour costs, and costs related to the travel time as they relate to repairs will be at no cost to Clients.

## **20. Post Warranty Repairs**

The Supplier will provide post warranty repairs, on an as-and-when-required basis. The Supplier will provide Client with the option of purchasing product Resource parts (i.e. glides, heavy duty castors, and table tops) after the warranty has expired.

## **21. Recalled Product Resources**

The Supplier must ensure that Product Resources meet current safety standards and regulations and advise OEM and Clients immediately of any changes with regulatory agencies related to the Product Resources, which may impact the future availability of Product Resources and accessories, or service support of the Product Resources.

The Supplier must immediately (within 24 hours) report on recalled Product Resources to OEM and Clients advising applicable details (e.g. model number, serial number). Supplier must comply with the requirements of any applicable Law in respect to recalled Products and repair or replace the Product at no additional cost to Clients.

## **22. Product Testing**

Product Resource samples will be provided to Clients by Supplier at no cost. The duration of any testing will be determined by Client and the Supplier.

The Supplier must:

- Ensure adequate product Resource information is provided to Client;
- Ensure the product Resource sample will function well within Client's environment; and,
- Work directly with Client to ensure that the product Resource sample meets the proper specifications and features.

At the end of the evaluation, Clients are under no obligation to purchase these product Resource samples from the Supplier. Clients may, however, choose to purchase the product Resource samples at a Rate that is mutually agreed upon between Client and the Supplier.

## **23. Related Services**

The Supplier may be requested by Clients to provide the following Service Resources during the Term of the Agreement:

### **23.1 Consultation, Education and Training Services**

During the Term of the Agreement, the Client may require assistance with product Resource selection, quantity, placement and/or use. The Supplier will supply the Client with in person consultation, information packages, video links, webinars and/or training sessions, or other training material and options as appropriate at no additional cost to the Client.

### **23.2 Regular Installation, On-Site Assembly and Set in Place Services**

The Supplier will deliver, unpack, install and/or assemble Product Resources at Client's locations as required. The Supplier must meet Client's requirements including but not limited to the following:

- Follow Client's instruction and procedures to coordinate delivery and/or installation and will meet any schedule changes;
- Provide one (1) point of contact for all installations;
- Schedule deliveries within Business Days. Delivery windows may not exceed three (3) Business Hours;
- Complete a job site conditions assessment before delivery;
- Transport Product Resources to approximately five (5) separate rooms within the same location;
- Transport Product Resources up or down approximately two (2) flights of stairs;
- Accommodate locations with no elevator access;
- Use building protection material that will be used to protect all stairs, elevators, corridors, floors, and walls as required.
- Assemble Product Resources as per Client's request, following manufacturer's instructions;
- Adjust all Product Resources, as per Client's request as described in Section 23.4 – Product Adjustment Service Resources;

- Remove, dispose of and/or recycle all packaging materials, as described in 23.6 – Site Clean Up;
- Provide any repairs necessary to the Suppliers products;
- Ensure minimal disruption to Client;
- Provide Logistics team accessibility by phone, message, and email Monday to Friday between 9AM – 5PM, and provide evening and weekend accessibility while providing after hours support;
- Comply with general labour requirements (e.g. applicable collective agreement); and
- Comply with the requirements of codes, by-laws and regulations (e.g. WSIB, the Ontario Electrical Code).

If any of the Product Resources are found to be damaged or not ready for use during installation, on-site assembly or after the packaging material has been removed, the Supplier must inform the Client's designated person (e.g. the person who placed the order, the project manager) immediately for arranging returns and delivery of new Product Resources at no charge to the Client.

Rates for regular installation, on-site assembly and set in place Services are found in Appendix B – Rates.

The Supplier and Client will agree to any Rates for regular installation, on-site assembly and set in place service Resources that exceed the requirements set out above.

### **23.3 Deficiencies**

Upon the completion of installation and/or other related Service Resources, the Supplier and Client will conduct a final inspection and identify any deficiencies to be repaired.

The Supplier will provide a deficiency list within twenty-four (24) to forty-eight (48) hours after the final inspection together with a work plan to repair or resolve the deficiencies with timelines to Client, if required, at no cost to Client.

The Supplier will provide a temporary solution to Client at no cost to Client, if required by Client.

### **23.4 Product Adjustment Service Resources**

Clients may require Product Resources to be adjusted prior to delivery or at the time of installation. The Client will advise the Supplier, at time of placing the order, if this service Resource is required.

Rates for product adjustment Service Resources are found in Appendix B – Rates.

### **23.5 After Hours Installation**

In situations where the Supplier is required to accommodate Client's schedule (e.g. schedule to meet project deadline, class schedule) to carry out installation outside of Business Day (i.e. evening, weekend and/or holiday), the associated cost, if any, must be provided to Clients for prior approval.

Rates for after-hours installation Service Resources are found in Appendix B – Rates.

### **23.6 Site Clean Up**

The Supplier will clean up the site and restore the impacted area completely to Client's satisfaction before the completion of installation and/or other related Service Resources.

All packing and crating refuse will be either reused or disposed of in an appropriate, environmentally sound manner (e.g. dispose of at a Ministry of Environment approved recycling facility) at the expense of the Supplier. The Supplier will provide proof of environmentally sound disposal practices at Client request at no cost to Client.

### **23.7 Product Storage Services**

To accommodate a Client's project schedule, the Supplier will provide storage (i.e. on site container, at Supplier's facility or other facility) for Clients as required.

The Supplier will provide Client with a minimum grace period of up to one (1) week for all Product Resources, where Supplier will offer storage Service Resources at no cost to Client.

If the Client's install site is not ready, the Supplier will work with the Product Resource manufacturer to postpone the ship dates to Client. If further delays are required, the Supplier will store the products in their head office or at one of their partner's warehouses until the Client is ready for delivery.

In situations where storage cost will occur on top of the proposed grace period, the Supplier will provide cost to Client for prior approval. The Supplier is expected to support Client's project schedule, at the best of its ability under reasonable and extenuating circumstances.

Rates for product storage Service Resources are found in Appendix B – Rates.

### **23.8 Space Planning and Design Services**

The Supplier will provide space planning and design Service Resources at Client request. Service Resources required will depend on Client specific needs and include, but are not limited to:

- Conducting site measurements (which may include site visits) and providing drawings in at least 2D and 3D views, in an acceptable format (i.e. CAD) as required within a forty-eight (48) hour turnaround;
- Product Resource selections that ensure Clients' needs are met. Considerations include, but are not limited to:
  - Client product standards that may already exist;
  - Usage of space;
  - Student makeup of class, including students with special needs;
  - Aesthetics;
  - Ergonomics;
  - Integrating new furniture types and technology, as requested; and,
  - Budget constraints;
- Consultative approach ensuring Client's input is integrated in all areas of design and product Resource selection; and,
- Providing detailed product Resource lists that include product Resource description, price and any other related costs (i.e. taxes), and all revisions, as required by Client;

Resulting space designs will be approved by the Client and should be age appropriate, optimally functional, comfortable and visually pleasing. At a minimum, they will meet accessibility requirements, fire codes, building requirements and any other regulations required by provincial law.

Rates for space planning and design Service Resources are found in Appendix B – Rates.

### **23.9 Full Service Design and Project Management Service Resources**

The Supplier will provide full service design and project management Service Resources to assist Clients with medium to large projects such as renovations and new builds. Service Resources required will depend on Client specific needs and may include, but are not limited to:

- Designating a qualified, single representative who will act as the project coordinator for the duration of the project;
- Consultation, education and training Service Resources as defined in Schedule 23.1;
- Space planning and design services as defined in Schedule 23.8;
- Project management services;
- Installation, on-site assembly and set in place services as defined in Schedule 23.2;
- Site cleanup as defined in Schedule 23.6;
- Deficiencies services as defined in Schedule 23.3; and,
- Product storage services as defined in Schedule 23.7;

Rates for full service design and project management Service Resources are found in Appendix B – Rates.

### **23.10 Other Service Resources**

The Supplier may be requested to provide other Service Resources related to educational furniture, including but not limited to the following:

- Budget & cost planning;
- Product Resource sourcing and evaluation;



- Bid specifications;
- LEED support and analysis;
- Furniture inventory assessment; and,
- Custom product development.

Rates for other Service Resources are found in Appendix B – Rates.

## **24. Invoicing**

The Supplier shall submit an invoice per shipment (aligned with packing slip) to the Client after Resources have been received at Client’s designated location.

Flexibility in invoicing processes is required. The Supplier shall, for Clients using SciQuest, support cXML and/or portal invoicing functionality.

The invoices, in either paper or electronic format, as detailed in the Client’s Client-Supplier Agreement shall be itemized and contain, at a minimum, the following information:

- Client’s name and delivery address;
- Invoice date and number;
- Name of the person who placed the order and/or the Client’s purchase order number, as required;
- Order date;
- Detailed description, quantity and Rate of Resources invoiced;
- Type of Resource (e.g. product or service), if applicable;
- Client’s cost centre number, general ledger number, as required; and,
- Extended total and HST.

The Supplier shall provide electronic invoice in alternative formats (e.g. csv file) to Clients if required.

## **25. Payment Terms and Methods**

Flexibility in payment processes is required. The Client’s common payment terms are net thirty (30) days. Different payment terms, however, may be agreed to when executing Client-Supplier Agreements (e.g. 2%/10 early payment discount for Clients).

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

The Supplier shall accept payment from Clients by cheque, P-Card, Visa Payables Automation (via ghost card) or electronic funds transfer at no extra cost to the Client.

## **26. Electronic Funds Transfer**

The Supplier shall provide the Client with the necessary banking information to enable electronic funds transfer for any related invoice payments. The necessary information includes, but is not limited to:

- A void cheque;
- Financial institution’s name;
- Financial institution’s transit number;
- Financial institution’s account number; and,
- Email address for notification purposes.

## **27. Financial Incentives to Clients**

Where feasible, the Supplier will propose financial incentives to Clients to promote additional cost savings resulting from operational efficiencies or marketing opportunities that may include, but are not limited to:

- Increased online ordering;
- Scheduled deliveries;
- Use of P-Card;
- EDI invoicing and payment processes;

- Early payment discount for Clients; and,
- Higher volumes/overall growth in business.

The Client and Supplier will mutually agree on the option to receive these financial incentives in a format of a lower rate.

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

The financial incentives the Supplier and Client agree to will be incorporated into the CSA and reviewed and adjusted (e.g. annually), as required and reported to OEMC in the spend report on a monthly basis for each Client.

## **28. Agreement Administration and Support**

The Supplier will be responsible for providing the following support during the Term of the Agreement.

### **28.1 Customer Support to Clients**

The Supplier will provide effective customer support to Clients including, but not limited to:

- A dedicated account executive (or a team of personnel lead by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing ordering, administrative, technical, operational support and issue resolution;
- Responding to Client's inquiries (e.g. day-to-day activities) within four (4) Business hours;
- A designated single point-of-contact for:
  - Returns, or defective Product Resources and warranty support;
  - Invoice issues and or resolution;
  - Technical assistance (e.g., for online ordering usage);
- Easy access to the Supplier by telephone number, email, voicemail, and fax) during Client's Business hours (i.e. Eastern Standard Time);
- Establishing an ongoing communications program with the Client (e.g. new Product Resources and initiatives, substitution Product Resources, discontinued Product Resources);
- Providing written notice to Clients on any scheduled shut down that would impact services (e.g. inventory count, relocation of warehouse, website maintenance);
- Knowledge transfer, and no-charge educational events (e.g. webinars);
- Attend meetings with Clients, as requested;
- Providing reports and/or access to online reports to Clients, upon request; and,
- Support coordinated bulk purchases - OEMC and or Clients may co-ordinate bulk product Resource purchases for several Clients at one (1) time during the Term of the Agreement. If this occurs, OEMC or the Client may negotiate a lower Rate with the Supplier for bulk purchases. Lead Time for bulk purchases may differ from that set out in Section 12 - Lead Time and may be mutually agreed upon between the parties.

#### **28.1.1 Client Implementation**

The Supplier will provide new Clients support on account setup at no cost, ensuring seamless transition and minimal service disruption. The Supplier will provide implementation and training plans (e.g. online ordering process if applicable, SAP integration, if applicable) to Clients prior to implementation as required.

#### **28.1.2 Customer Satisfaction**

The Supplier will perform, on an annual basis, customer satisfaction surveys with the Client's staff responsible for ordering and managing the acquisition of Resources.

The survey should be focused on, but not limited to:

- Customer support;
- Quality of Resources
- Issue resolution processing;

- Price competitiveness;
- Invoice discrepancies;
- Delivery lead times; and
- Response time.

The survey content, needs and requirements will vary from one (1) Client to another. However the Supplier needs to ensure the survey supports the key performance indicators outlined in Appendix C of the Master Agreement. The Supplier shall work with the Client to develop, and distribute as mutually agreed upon by the Supplier and Client, an appropriate survey for their organization. Results, upon completion, shall be shared with OECM.

### **28.1.3 Reporting to Clients**

Upon Client request, the Supplier shall provide Client with annual spend report including, but not limited to:

- Resource description;
- Total quantities sold to the Client;
- Delivery address/site location;
- Rate for each Resource; and,
- Savings.

The Supplier shall also provide Clients with other reports as requested.

### **28.2 Agreement Management Support to OECM**

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

- Assigning an OECM account executive responsible for overseeing all aspects of the Client relationship and issues, providing OECM support of the Master Agreement;
- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- Promoting the Agreement within the Client community;
- Attending quarterly business review meetings with OECM to review:
  - The previous quarter's service level agreements ("SLAs");
  - Performance management scorecard;
  - CSAs, Quick Quotes and upcoming opportunities will be identified to OECM (active and those pending);
  - Deliverables and potentially other related Products and Services to support Client's business requirements;
  - Issue management and opportunities for improvement;
  - Review industry trends, standards, certificates, adoption of technology and any innovation;
  - Review of the service delivery processes;
  - Review the status of outstanding problems/complaints, if any;
  - Savings achieved;
  - Review and monitor performance management compliance; and
  - Discussion of possible enhancements to key performance indicators ("KPIs") and SLAs.
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- Monitoring, managing and reporting pricing, savings and service quality (including customer support);
- Create marketing material, pricing, and product updates to share with Clients via email and in person;
- Provide in person outreach to Clients to explain products and services offered by the Supplier;

- Conducting surveys regularly during the Term of the Agreement to ensure customer satisfaction and support Client's strategic directions; and,
- Timely submission of reports showing invoiced Resources, the applicable CRF, and other ad hoc reports as required.

### **28.3 Supplier's Performance Management**

Refer to Appendix C- Supplier's Performance Management Scorecard of the Master Agreement.

#### **28.3.1 Reporting to OECM**

Refer to Appendix E- Reporting Requirements of the Master Agreement.

### **29. Workplace Hazardous Material Information System (WHMIS)**

The Supplier will ensure Workplace Hazardous Materials Information System ("WHMIS") Material Safety Data Sheets ("MSDS") are onsite as required..

Additional copies of MSDS sheets should be provided by the Supplier to Clients, upon request.

### **30. Electrical Requirement**

Any electrical equipment/products used on Client premises must be energy efficient and authorized or approved by the Client and in accordance with the Electrical Safety Code or by a certification organization accredited with the Standards Council of Canada Act (Canada), and will bear the certification organization's mark identifying the goods certified for use in Canada. Certification will be to the standard that is appropriate for the intended use of the electrical equipment/products at Client's facilities.

### **31. Licenses, Right to Use and Approvals**

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

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

### **32. Saving Calculation**

OECM tracks, validates, and reports on savings on all its agreements. Once OECM receives the Clients' approval, the Supplier must provide OECM with Clients' historical spend (e.g. baseline information) prior to the current agreement, if applicable.

In addition, in the monthly sales reports, Supplier will provide the cost savings a Client has received through the Quick Quote process or otherwise.

## APPENDIX B – RATES

[Insert applicable Rates or refer to Appendix B of the Master Agreement]

Insert applicable Rates or Refer to Appendix B of the Master Agreement

### Maximum Rates

The Resource Rates, as set out in a separate file, are firm maximum Rates for the first ten (10) months of the Agreement (i.e. until March 31, 2019).

The Supplier may, however, lower its Rates at any time for a specific Client's Resources without affecting the Rates in the Agreement.

The Rates shall be the firm maximum Rates for the Term of the Agreement if a Rate refresh is not exercised as noted below.

The Supplier shall invoice Clients at the lowest Rate if a Resource is offered on multiple OEMC Master Agreements currently in place with Supplier.

In extenuating circumstances, OEMC will consider a Rate adjustment substantially affecting the provision of Resources resulting from new or changed municipal, provincial, or federal regulations, by-laws. Any such request from the Supplier must be accompanied by appropriate documentation demonstrating the request effects the Resources in this Agreement. OEMC will not consider any fixed costs or overhead adjustments in its review.

### Optional Rate Refresh

OEMC or the Supplier may request a refresh of the Rates by providing a written notice sixty (60) days prior to March 31, 2019 and subsequently every year following including the extension periods, if exercised. If a Rates refresh is not requested, the Rates will remain in effect until the end of the Initial Term, or the Extended Term.

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

A substantial exchange rate fluctuation between the Canadian dollar ("CAD") and the United States dollar ("USD") shall be based on the following:

- A baseline rate will be established by using the applicable six (6) month average USD-to-CAD exchange rate. For example, the six (6) month average for the period July – December 2017 was one-point-two-six-two-zero-three-three-three-three (1.26203333);
- Where the applicable six (6) month average USD-to-CAD exchange rate has a variance of a plus or a minus five percent (+/- 5%) or greater to the baseline rate, a downward or upward adjustment in Rates may be considered; and,
- The applicable six (6) month average USD-to-CAD exchange rate used shall be as published by the Bank of Canada.

Any such request from a Supplier to increase Rates due to substantial fluctuations in the USD-to-CAD exchange rate, at the times set out above, must be accompanied by sufficient supporting evidence, as determined by OEMC that demonstrates that the fluctuation in the exchange rate had direct impact on the Rates of the Resource.

Volumes and Agreement management performance (i.e. Performance Management Scorecard results) will be considered by OEMC when contemplating the approval or rejection of a Supplier's Rate refresh request.

If a proposed Rate refresh was agreed upon between OEMC and the Supplier, the new Rates would only be applicable to the Resources ordered after April 30th each year.. If, however, a proposed Rate increase is not accepted by OEMC the Agreement shall be terminated within one-hundred and twenty (120) days unless the Supplier agrees to withdraw its request for a Rate increase and continue the provision of the Resources at the lower agreed upon Rates.

If a Rate refresh request is not requested by the Supplier, the Rates from the previous period shall remain in effect.

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

The Agreement will be amended accordingly.

#### **Optional Process to Refresh Resources**

During the Term of the Agreement, if mutually agreed by OEMC and the Supplier, other Resources may be added to or removed from the Agreement to align with Client needs on an annual basis.

The Supplier should provide OEMC at least sixty (60) days written notice, prior to March 31st, 2019 and subsequently every year following including the extension periods, if exercised, if requesting a Resource refresh.

Refresh Resource requests from the Supplier must be accompanied by appropriate documentation (e.g. detailed calculations, Resource description, and rationale for the addition or deletion).

Volumes and Supplier performance (i.e. Performance Management Scorecard results) will be considered when contemplating adding or removing Resources to the Agreement. In the event the Supplier's performance is poor and/or unacceptable, OEMC may not agree to the Supplier's Resource refresh request. All other Resources shall remain unchanged.

Rates, for newly added Resources, will be negotiated at the time ensuring alignment with similar Resources currently available on the Agreement.

Agreements will be amended accordingly.

#### **Pricing Audit and Management**

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

## **APPENDIX C - CLIENT'S POLICIES AND GUIDELINES**

[Clients may wish to insert their purchasing policies and guidelines under the Client-Supplier Agreement. For example, the Client's Accessibility for Ontarians with Disabilities policy, environmental policy, diversity policies/practices, warranty coverage, travel expense management, etc.].

Insert any additional guidelines, notes or purchasing policies here

[End of Client-Supplier Agreement]