

REQUEST FOR PROPOSAL FA201611-001
VOICE OVER IP



CONFIDENTIALITY

This document contains confidential information belonging to Telefilm Canada, which is provided solely to enable the recipient to evaluate the request for proposals. In obtaining this document and having knowledge of its content, the recipient agrees to keep the information contained therein confidential and not to reproduce or otherwise disclose it to anyone other than the persons directly responsible for evaluating the content, unless otherwise explicitly authorized by Telefilm Canada.

Telefilm Canada reserves the right to recover all copies of this request for proposals document once the recipient has completed the evaluation.

Table of Contents

1.	INTRODUCTION.....	7
2.	ABOUT TELEFILM.....	8
2.1	Business environment.....	8
2.2	Legal framework.....	9
3.	DESCRIPTION OF MANDATE.....	10
3.1	Context.....	10
3.2	Corporate needs	11
3.2.1	<i>Objectives.....</i>	<i>11</i>
3.2.2	<i>Expected solution outcomes.....</i>	<i>11</i>
3.2.3	<i>Scenarios expected for Telefilm:</i>	<i>12</i>
3.3	Methodology.....	12
3.4	SIP trunks: virtual channels	12
4.	PREPARATION AND SUBMISSION OF PROPOSAL OF SERVICES	14
4.1	Proposal of services.....	14
4.1.1	<i>Main Section</i>	<i>14</i>
4.1.2	<i>Resources proposed for the mandate.....</i>	<i>14</i>
4.1.3	<i>Demonstration of previous accomplishments</i>	<i>14</i>
4.1.4	<i>Rules for submission</i>	<i>14</i>
4.1.5	<i>Proposal for post-launch maintenance and updates.....</i>	<i>15</i>
4.1.6	<i>Other required documents.....</i>	<i>15</i>
4.2	Evaluation Process	15
4.2.1	<i>Main criteria for evaluating proposals.....</i>	<i>15</i>
5.	CONSTRAINTS AND REQUIREMENTS	16
5.1	General information.....	16
5.1.1	<i>Prerequisites</i>	<i>16</i>
5.1.2	<i>Confidentiality.....</i>	<i>16</i>
5.1.3	<i>Notice of intent to respond</i>	<i>16</i>
5.1.4	<i>Requests for additional information</i>	<i>16</i>
5.1.5	<i>Phase 1 - Qualification documents.....</i>	<i>17</i>
5.1.6	<i>Phase 2 - Individual meetings with shortlisted vendors</i>	<i>17</i>
5.1.7	<i>Modification of request for proposal.....</i>	<i>17</i>
5.1.8	<i>Submission of proposal and presentation.....</i>	<i>17</i>
5.1.9	<i>Schedule.....</i>	<i>17</i>
5.1.10	<i>Withdrawal of a proposal.....</i>	<i>17</i>
5.1.11	<i>Validity of proposals.....</i>	<i>18</i>
5.1.12	<i>Ownership of proposals</i>	<i>18</i>
5.1.13	<i>Awarding of contract</i>	<i>18</i>

5.1.14 *Vendor responsibility and costs incurred* 18
5.1.15 *Reserved rights* 18

1. Introduction

Telefilm Canada has a phone system that is no longer supported by the manufacturer. The primary phone system, located at the head office in Montréal, is also the central relay for the three other offices. If the Montréal phone system goes down, telephony service at all the other offices is automatically impacted.

Telefilm currently uses Exchange Online and Skype for Business Online as its main collaboration solutions for Office 365. The Skype for Business client is already deployed across the organization, but several of the options have not been activated.

Telefilm's strategy is increasingly geared to cloud-based solutions. Accordingly, it wants to extend the use of Skype for Business to telephony service.

Telefilm also wants to be able to serve all of its offices from a central system that provides:

- simplified management and support;
- peer-to-peer (P2P) communication;
- centralized voicemail;
- centralized integrated mail/messaging;
- access to all new unified communications functions.
- As well, the solution must integrate with Skype for Business to enable use of all the options available with this software.

This document constitutes an invitation to tender for the selection of a supplier that will provide an integrated solution based on the three scenarios set out below.

2. About Telefilm

2.1 Business environment

Telefilm Canada is a Crown corporation reporting to Parliament through the Minister of Canadian Heritage. Telefilm's vision is: audiences everywhere demanding screen-based content created by Canadians – accessible anywhere, anytime and on any platform.

Our mission

Telefilm's mission is to foster and promote the development of the Canadian audiovisual industry by playing a leadership role through financial support and initiatives that contribute to the industry's commercial, cultural and industrial success.

What we do

Telefilm comprises a team of 180 employees dedicated to the success of the Canadian audiovisual industry. On behalf of the Government of Canada, as a Crown corporation, we support dynamic companies and creative talent by providing financial assistance for Canadian film projects and showcasing the success and talent of the Canadian audiovisual industry in regional, national and international festivals, markets and events.

Moreover, the Corporation is working to implement its new strategic plan, [Inspired by Talent. Viewed Everywhere](#), which includes six priorities:

- Industry recognition: promoting the value of Canadian content;
- Marketing practices: encouraging innovation to reach audiences;
- Market intelligence: deciding with meaningful metrics;
- Industry funding: diversifying sources;
- Ecosystem of companies: delivering together; and
- Organizational excellence: performing in a changing environment.

Finally, the Corporation administers funding programs for the Canada Media Fund (CMF) and is also responsible for making recommendations to the Minister of Canadian Heritage and Official Languages regarding projects eligible for recognition as audiovisual treaty coproductions. Its head office is in Montréal, and it serves its clientele from four offices in Vancouver, Toronto, Montréal and Halifax.

- The Montréal office is the largest, with 140 users¹.
- Next is the Toronto office, with approximately 40 users,
- Followed by the Vancouver office, with 12 users, and
- The Halifax office, with 4 users.

Since its last corporate plan, Telefilm has extensively streamlined its service offer by going from 37 funding programs to fewer than 10. This has enabled the organization to enjoy significant savings that were either reinjected into our programs or absorbed by budget cuts. More than \$4 million has been reinvested over the past three fiscal years.

This streamlined approach has also allowed us to better meet major changes in our industry. These changes and the work done with the industry have helped us reach a customer service level above 80%.

You can find further information by visiting our website at the following address: [Telefilm Canada](#).

¹ Includes permanent and temporary employees, as well as consultants.

2.2 Legal framework

Telefilm is a Crown corporation subject to the [Telefilm Canada Act](#), as well as to certain provisions found in Part X of the [Financial Administration Act \(FAA\)](#). Under section 131 of the FAA, Telefilm must keep accounts and records, maintain financial and management control and information systems, and apply management practices. To this end, Telefilm must ensure that:

- its assets are safeguarded and controlled;
- its transactions are in accordance with the relevant provisions of the FAA and its regulations, its act of incorporation and its by-laws, and that they comply with the instructions it was given;
- its financial, human and physical resources are managed economically and efficiently, and that its operations are carried out effectively.

In addition, at least once every 10 years, Telefilm shall cause a special examination to be carried out to determine if the systems and practices were, in the period under examination, maintained in accordance with FAA requirements. Note that the Auditor General of Canada conducts the special examination.

In this regard, Telefilm performs internal audits of its operations in order to monitor the aforementioned considerations in compliance with the applicable legal framework. Moreover, as a federal Crown corporation, and while this is not a binding obligation, Telefilm strives to implement Treasury Board of Canada Secretariat policies, such as the:

- [Policy on Internal Audit](#);
- [Directive on Internal Auditing in the Government of Canada](#); and
- [Internal Auditing Standards for the Government of Canada](#).

Furthermore, in accordance with the Telefilm Canada Act, the Auditor General of Canada examines Telefilm's accounts and financial operations each year as part of the annual audit of Telefilm's financial statements and submits its independent auditor's report. To this end, the Auditor General of Canada relies as much as possible on internal controls, information systems, Telefilm's data systems and internal audit work.

Lastly, Telefilm has defined in the charter of its audit and finance committee² the roles and responsibilities of the internal audit services.

3. Description of mandate

3.1 Context

Telefilm Canada's phone system is no longer supported by the manufacturer. It is obsolete, limited in terms of expansion, and does not allow the addition of new extensions. The system no longer meets the Corporation's business needs.

This is the current situation:

- Our CS1000 system is version 4, whereas the latest version is 7.6.
- The manufacturer (Avaya) will support CS1000 version 7.6 and later until 2022.
- The manufacturer stopped supporting version 4 five years ago.
- The sale of version 4 was discontinued well more than five years ago.
- Our supplier supports the system on a best-effort basis, without support from Avaya.
- The Call Pilot module has been End of Sale since July 2015.
- The Signaling Server is also obsolete and is no longer supported by Avaya.
- The Signaling Server is supported by our supplier on a best-effort basis.

The primary phone system in Montréal is also the central relay for the other offices. If it goes down, telephony service at all the other offices is automatically impacted.

Telefilm has a maintenance contract that covers the entire phone system. However, it provides for service on a best-effort basis.

This is the current breakdown of equipment at the different offices:

Montréal: (see Bell contract) Nortel system CS1000 About 170 extensions	Toronto: (see Bell contract) About 40 extensions
Halifax: (Bell contract) About 4-5 extensions	Vancouver: (see Bell contract) About 11 extensions

Telefilm also wants to be able to serve all of its offices from a central system that provides:

- simplified management and support;
- peer-to-peer (P2P) communication;
- centralized voicemail;
- centralized integrated messaging;
- access to all new unified communications functions.
- As well, the solution must integrate with Skype for Business to enable use of all the options available with this software.

Proof of concept and the pilot phase must be carried out at the head office in Montréal, after which the solution will be deployed at each of the sites according to a detailed plan.

3.2 Corporate needs

Telefilm currently uses Exchange Online and Skype for Business Online as its main collaboration solutions for Office 365. The Skype for Business client is already deployed across the organization, but several of the options have not been activated.

Telefilm's strategy is increasingly geared to cloud-based solutions.

These days, businesses of all sizes are looking for cost-effective ways to manage their voice communications needs, whether with a simple PBX or with unified communications solutions. Telefilm is no exception.

Accordingly, Telefilm wants to extend and integrate the use of Skype for Business to IP telephony.

All functions of users' IP phones must be available in Paired Mode on the users' computers.

3.2.1 Objectives

- Reduce support and operation costs
- Reduce risks – replacement of existing PBX system
- Improve communications efficiency
- Improve and increase mobility
- Install a new technology for reception devices; this will require a new Dial Plan
- Integrate PCs, new IP office phones and mobile devices
- Train IT support personnel
- Train reception staff in charge at Telefilm's Montréal office;
- Document the infrastructure architecture and operations of the solution deployed.

3.2.2 Expected solution outcomes

- Full integration with the Microsoft Office 365 (Cloud) strategy
- Capacity to call from any platform or device:
 - PC, tablet, mobile (Android first), hard phone
- Native integration with Skype for Business, voicemail, corporate messaging and email
- Fewer telephony components
- The solution and the IP phones support Telefilm's local network
- The solution integrates reception service and functions (software and hardware)
- No call quality loss; high definition (HD) voice quality is required
- Flexibility in the event of personnel or office moves
- Integration with Telefilm's Active Directory

3.2.3 Scenarios expected for Telefilm:

These are the three scenarios envisaged by Telefilm:

1. Install Skype for Business Cloud Connector Edition in Telefilm's data centre.
2. Have the Cloud Connector Edition hosted by an accredited supplier.
3. Install a hybrid Skype for Business solution in Telefilm's data centre.

N.B. For all three scenarios, Telefilm also expects respondents to propose the phone connectivity (PSTN) solution. SIP trunking connectivity will be favoured, but Telefilm will consider all alternatives.

Scenario ruled out:

The scenario that would install a complete Skype for Business solution at Telefilm has been ruled out. This approach would not serve to optimize Skype for Business Online (Office 365) or help reduce the overall infrastructure of Telefilm's data centre.

3.3 Methodology

The integrator must demonstrate that the implementation and integration project will be carried out using Microsoft methodology, which is to say:

Skype Operations Framework (SOF)

See Appendix C (to be completed)

3.4 SIP trunks: virtual channels

In the event a respondent proposes scenario 1-3, the proposal must include telephone network connectivity.

Telefilm believes SIP trunking is the preferred form of connectivity.

These are the parameters expected by Telefilm:

- Telefilm expects the proposed SIP truck solution to be Microsoft certified:
 - If the supplier is unable to fully meet this expectation, it must recommend an external SIP provider.
 - Telefilm is obligated to have the choice of SIP service approved according to internal rules and procedures.
- The SIP trunking service may be delivered in 2 forms:
 - A private telecom link that will handle quality of service (QoS) management.
 - SIP trunking through Telefilm's Internet link or MPLS network. Telefilm will be responsible for providing sufficient bandwidth for the telephony needs.
- If the service provider offers the two options, it must indicate this and describe both solutions and the cost differences.
- If the supplier's proposal does not include the telecom link, the supplier must detail the mechanisms needed to operate its service so that Telefilm can determine the related costs.
- The proposed solution must enable bursting on demand.

Phone number portability

It is essential that Telefilm Canada be able to keep its current phone numbers.

Telefilm expects the supplier to port Telefilm's current numbers outside of normal office hours, taking the time zones into account.

Telefilm wants the option to proceed with the migration by phase and by regional office; therefore, the integrator's plan must provide for maintaining the existing service between migration dates.

Direct numbers (SDA)

The SIP trunking solution must include a total of **x** direct numbers (SDA) in multiple Canadian exchanges to support Telefilm's operations.

Toll-free numbers

A total of **x** toll-free numbers is required to cover the full range of Telefilm's services.

911 functionality

The proposed service must meet current 911 standards:

<http://www.crtc.gc.ca/eng/phone/911/can.htm>

Session management equipment

Telefilm does not have SIP session management equipment (Session Border Controller – SBC) and desires a service that will not require purchase of such equipment.

Management portal

Telefilm requires access to a management portal in order to perform the following administrative operations:

- Problem (report, status, explanation)
- MACD request (increase number of channels, add new service point, redirect, etc.)
- Drill-down dashboard for use and statistics
- Various reports
- Invoicing (consult and download invoices from previous 24 months)

For a more complete list of telephony needs, see Appendix A.

4. Preparation and submission of proposal of services

The information that follows is intended to standardize the presentation of proposals to ensure a simple and efficient process.

4.1 Proposal of services

4.1.1 Main Section

In this section, the vendor must present its proposed solution for satisfying the listed requirements.

The vendor must describe the methodology and approach it will use. The vendor must also present, in the form of a project plan, the major activities, the type of resources proposed for each activity, the number of hours, the hourly rate and the total cost of the activity. The vendor must also include the resources and time required from Telefilm, without, however, associating a cost.

The vendor must:

- Demonstrate its understanding of the request for proposal;
- Demonstrate its capacity to carry out the work;
- Provide three client/mandate references of similar type and scope, including a description of each mandate;
- Present the vendor's company in an appendix, including information on the company, its services, its experience with this type of mandate and its areas of expertise;
- Submit a working methodology.

The proposal must include and detail the following deliverables:

1. Proposed methodology
2. Quality assurance and test grid
3. Infrastructure installation including SIP service
4. Rollouts for proof of concept and pilot phase

All documentation for the project must be produced in French. Telefilm will be responsible for the translation and related costs. If other fees apply, they must be identified beforehand.

4.1.2 Resources proposed for the mandate

For each type of resource proposed in section 4.1.1, the supplier must indicate the number of permanent employees located in the Province of Quebec likely to perform the activity and provide the CV of each proposed resource.

4.1.3 Demonstration of previous accomplishments

The supplier must include demonstration of 3 IP telephony and Skype for Business projects carried out during the past 3 years.

4.1.4 Rules for submission

The proposal must include a detailed schedule of the work to be carried out by the supplier. The schedule must include the mandate start date. The start date desired by Telefilm is January 9, 2017, but if the supplier is unable to begin work on that date, the supplier may propose a later date.

The schedule also must include a detailed planning for the proof of concept and deployment according to the planning, but the supplier may propose a deployment date between January 15 and 31, 2017. The schedule must include the contingency the supplier deems necessary in order to contractually commit to a given startup date with a penalty of 5% of the contract value for each week of delay not attributable to Telefilm.

4.1.5 Proposal for post-launch maintenance and updates

In addition to the offer of services covered by this invitation to tender, the supplier must include a separate service offer for the post-launch maintenance of and updates to the telephony service. This service offer must be valid for one year from the startup date and must include the hourly rates for the various resources that may be needed to perform the maintenance and updates. It should be noted that this service offer excludes any request covered under the post-launch guarantee.

4.1.6 Other required documents

A signature authorization letter indicating that the vendor's representative is authorized to sign on behalf of the company and thus authorized to submit a proposal on behalf of the company

- Documentation on the services offer of the hosting company recommended by the agency with the different levels of service offered and the price associated with each service level.
- Any brochure and supporting documentation on products and services
- Any additional information relevant to the submission

Telefilm reserves the right to request additional information after receipt of the proposals, and the information provided will become an integral part of the vendor's proposal. Among other things, Telefilm reserves the right to request the vendor's latest financial statements if there is any doubt as to its solvency.

4.2 Evaluation Process

Once the proposals are received, Telefilm will determine to what extent each proposal satisfies the requirements of the request for proposal document. The proposal will then be reviewed to ensure that it complies with Telefilm's basic requirements.

Should Telefilm require clarifications on any information provided in the proposal, these clarifications shall become an integral part of the proposal.

4.2.1 Main criteria for evaluating proposals

- Compliance with the requirements set out in the request for proposal
- Understanding of the mandate
- Vendor's experience in similar projects
- Proposed methodology
- Proposed resources
- Vendor interview
- Quality of the solution proposed
- Costs

The evaluation process will allow Telefilm's selection committee to retain the responding vendors that qualify for preselection. Each shortlisted vendor will be invited to present its proposal at an individual meeting.

Telefilm reserves the right to conduct an investigation of the potential vendor to confirm or clarify any information provided or to gather further evidence of its financial and technical capabilities, including, but not limited to, meetings and visits with the vendor's existing clients.

5. Constraints and requirements

5.1 General information

Telefilm's request for proposal process allows all vendors to demonstrate their capacity and expertise to deliver the service on time and on budget and with the quality expected by Telefilm.

5.1.1 Prerequisites

To be eligible to respond to this request for proposal, the vendor must meet at least the following prerequisites:

- Be incorporated under the laws of Quebec or of Canada;
- Have a place of business in the Province of Quebec, with a business office in Montréal, and at least 5 permanent employees in the Province of Quebec;
- Has carried out at least 3 IP telephony and Skype for Business integration projects in the past 3 years;
- Can ensure French as the working language for the entire project and for the support agreement
- Be able to take charge of all phases of the project, including:
 - Complete architecture
 - Proposed solution design
 - Configuration and startup
 - Quality assurance, training and documentation
 - Infrastructure installation and management
 - Rollout management for proof of concept, acceptance tests and production at the Telefilm offices

5.1.2 Confidentiality

The content of the request for proposal and all supporting materials are the property of Telefilm and must be treated in a confidential manner. Each vendor agrees not to disclose any information, in whole or in part, without prior written permission from Telefilm.

Moreover, the vendor acknowledges that Telefilm is a government agency subject to the Access to Information Act and the Privacy Act.

5.1.3 Notice of intent to respond

All vendors must notify Telefilm of their intent to respond by the date indicated in the Schedule section, by email to the address given above. The notice of intent to respond must include the following information:

- Intent to respond (yes or no)
- Company name
- Name of contact person
- Telephone number of contact person
- Email address of contact person

Each vendor must appoint a person who will be the sole point of contact during the entire tendering process. All communications from Telefilm will be sent to that person.

5.1.4 Requests for additional information

Any request for additional information must be sent by email to: Appel@Telefilm.ca.

Answers will be provided by email. All questions and answers related to this request for proposal will be communicated to all participating vendors

5.1.5 Phase 1 - Qualification documents

Once vendors have communicated their intent to respond to the request for proposal, they must submit the required documents to the email address listed above in accordance with the schedule in section 5.1.9.

5.1.6 Phase 2 - Individual meetings with shortlisted vendors

After selecting the shortlisted suppliers, Telefilm will invite them to present their proposals. A maximum of 4 suppliers will be selected for one-on-one meetings.

Each shortlisted supplier will be invited to Telefilm's office to make a presentation of no more than 40 minutes, followed by a 20-minute question period.

5.1.7 Modification of request for proposal

Telefilm reserves the right to modify this request for proposal, as needed, and to clarify or correct one or more sections. These modifications may include clarifications made following a request for information from one of the vendors involved in the selection process.

Vendors will be notified of any modifications by way of an addendum, which will be incorporated into the request for proposal document and form an integral part of it.

5.1.8 Submission of proposal and presentation

Vendors must prepare a single proposal in compliance with the requirements of this request for proposal document. By submitting their proposal, vendors acknowledge that they have read the request for proposal documents and accept the clauses, terms and conditions therein.

Vendors must submit their proposal by email to the email address listed above, and must be prepared to present their proposal at a later date if specifically requested by Telefilm.

The email subject line must clearly indicate "Request for Proposal FA201611-001."

5.1.9 Schedule

Assuming that normal conditions prevail, Telefilm expects to comply with the schedule set out below. Any changes to these dates will be communicated to all participants responding to the request for proposal.

Activités	Dates
Launch of invitation to tender	November 25, 2016
Deadline for receipt of notice of intent to respond	December 2, 2016, noon, Montréal time
Deadline for submission of tenders	December 9, 2016, noon, Montréal time
Preselection	December 14, 2016
Meetings with shortlisted suppliers	December 15 and 23, 2016
Selection of integrator	January 4, 2017
Start of mandate	January 9, 2017

5.1.10 Withdrawal of a proposal

Vendors may withdraw their proposal in person or by registered letter, at any time prior to the deadline set for the receipt of proposals, without affecting their right to submit a new proposal within the prescribed period.

5.1.11 Validity of proposals

Submitted proposals must remain valid for sixty (60) following the deadline set for the receipt of proposals.

5.1.12 Ownership of proposals

All submitted proposals and related documents become the sole property of Telefilm and shall not be returned to vendors.

5.1.13 Awarding of contract

The successful vendor will be the one that demonstrates the best value. That vendor will be asked to sign Telefilm's standard contract. All terms of the contractual agreement entered into by the parties must be to Telefilm's complete satisfaction. A copy of the standard contract can be found in Appendix D.

5.1.14 Vendor responsibility and costs incurred

All costs, charges, expenses, etc., direct and indirect, incurred and/or paid by the vendors in order to participate in this request for proposal are the sole and entire responsibility of the vendors.

5.1.15 Reserved rights

Telefilm reserves the right to:

- Make modifications to the request for proposal documents before the deadline for submitting proposals and, as needed, change the submission deadline. As mentioned in the "Modification of request for proposal" section, all modifications shall become an integral part of the request for proposal documents, and shall be sent in writing to all vendors concerned;
- Reject all of the proposals received, without justification or obligation to the vendors. Accordingly, participation in this request for proposal process in no way obligates Telefilm to enter into a business agreement with the vendor;
- Accept any proposal it receives after the stated deadlines;
- Choose vendors that it believes to be qualified for a competitive proposal, negotiate with them and finalize negotiations without incurring liability;
- Negotiate different business conditions with the best vendors;
- Contact any vendor to obtain corrections and clarifications to a submitted proposal, if necessary, in order to make a fair comparison of all the proposals submitted;
- Withhold information relating to the final selection process; and
- Conduct an investigation of the potential vendor to confirm or clarify any information provided or to gather further evidence of its financial and technical capabilities, including, but not limited to, meetings and visits with the vendor's existing clients.

Appendix A: Equipment in use

List of in use equipment for all four offices :

Head Office : 360 rue Saint-Jacques, Suite 500, Montréal, QC H2Y 1P5

- 1 x CS 1000
- 1 x Call Pilot voice Mail
- 1 x MC8 voice Gateway
- 3 x Analog Message Waiting line Cards
- 4 x Universal trunk Cards
- 15 x Digital Line Cards
- 1 x PRI
- 1 x Miran card
- 1 x Integrated Conference Bridge

Toronto Office : 474 Bathurst, Suite 100, Toronto, ON M5T 2S6

- 1 x branch office
- 2 x Analog Message Waiting line Cards
- 11 x Digital Line Cards
- 3 x Universal trunk Cards
- 1 x ITG 23 port card
- 1 x PRI

Halifax Office : 1660, rue Hollis, Bureau 401, Halifax, NS B3J 1V7

- 1 x survivable Remote Gateway

Vancouver office : 210, rue West Georgia, Vancouver, BC V6B 0L9

- 1 x survivable Remote Gateway

Appendix B: Telephony needs

These are the required telephony features:

- **Call answer/initiate (by name and number)**
Users can answer inbound calls and make outbound calls by dialing the full phone number or by clicking on a name in Skype for Business or Outlook.
- **Call delegation**
Users can make or answer calls on behalf of a manager they support.
- **Call forwarding and simultaneous ring**
Users can set up forwarding rules to have their calls reach them anywhere, or to forward calls to their colleagues, voicemail or mobile devices.
- **Call history**
Users can keep track of all their conversations in one place, whether the conversations are from IMs, phone calls, or impromptu or scheduled meetings. Conversations are recorded in their call history and stored in Exchange.
- **Call hold/retrieve**
When multiple calls occur at the same time, users can answer the next inbound call or place an outbound call, and the current call goes on hold automatically.
- **Call waiting**
When a call comes in while users are on a call or in a meeting, they receive a quiet notification in addition to a regular notification, so they can accept the call or route it to voicemail.
- **Call transfer (blind, consult, and mobile):**
Users can transfer calls between their PC, IP phone, mobile device and tablet.
- **Caller ID:**
Users can see detailed caller ID display for both internal and external calls.
- The solution must provide the same integration and experience on the different platforms: **PC, Mac and mobile clients.**
- **Call routing management**
When users are unavailable, they can block all inbound communications except those they specifically indicate.
- **Enterprise calendar call routing**
Users can use Exchange calendar business hours to enable or disable call forwarding and simultaneous ringing in Skype for Business.
- **Integrated dial pad**
Users can dial a contact by name or by number anywhere in the search bar or the dial pad, speeding up the process of making outbound calls
- **Music on hold**
Users can have music played when they place a call on hold, so callers know they're still there and the call hasn't accidentally dropped.
- **Skype and federated calling**
Users can search for anyone in the Skype directory, then securely connect, communicate, and collaborate with them.
- **Team calling**

Users can send calls to their team either immediately or after a set time period

➤ **Voicemail**

Users must have access to all functions normally available with advanced messaging, including personalized greeting option, message waiting indicator, and reply with call. Users can have all of their voicemail deposited in their Exchange mailbox and made available through Skype for Business on their PC, mobile device, and IP phone.

Telephony hardware (optional)

Bidders must propose telephone sets as an option.

The proposed phones must appear on this list and be certified for Office 365:

<http://partnersolutions.skypeforbusiness.com/solutionscatalog/cloud-ip-phones>

In some cases phones may be replaced by headsets, which also must be proposed as an option.

Appendix C : Grid to be completed by supplier

See attachments section of the RFP of buyandsell.gc.ca

Appendix D: Telefilm Standard Contract



Service Agreement signed in “city” this “date” (hereinafter the “Agreement”)

Between: **Telefilm Canada**, a Crown corporation duly established under the *Telefilm Canada Act*, as amended, having its head office at [360 Saint-Jacques Street, Fifth Floor, Montreal, Quebec, H2Y 1P5 represented by “name,” “title,” [add as needed: and by “name,” “title”] duly authorized hereby as representing the Corporation (hereinafter “**Telefilm**”).

And: **“Company name,”** a company duly incorporated under the “*name of Act: Quebec Companies Act / Canada Business Corporations Act / other business incorporation Act,*” having its head office at “*street address, city, province, postal code,*” represented by “*Representative name,*” duly authorized hereby as representing the company (hereinafter the “**Contractor**”).

In consideration of their respective obligations, the Parties agree as follows:

1. Services Supplied

1.1. Services. The Contractor agrees to supply and diligently perform for Telefilm, according to industry standards and to Telefilm’s satisfaction, “*indicate main type of services*” services, as more fully described in Appendix A hereto if applicable, (the “**Services**”) for the duration of and under the terms set forth in the Agreement. [If the Services must be rendered by a particular employee of the Contractor or by a natural person, add: The fact that the Services are rendered by “*name of person rendering the services*” is an essential consideration of this Agreement. “*Name of person rendering the services*” may not be replaced by another person during the entire term of the Agreement.]

1.2. [Insert or delete as needed] Reports. The Contractor agrees to provide Telefilm with the following written activity reports by the deadlines indicated, which reports shall contain the following minimum information:

<u>Type of Report</u> [complete as needed]	<u>Minimum Content</u>	<u>Deadline</u>
---	------------------------	-----------------

2. Term and Termination

2.1. Term. Subject to section 2.2 hereof, this agreement takes effect on “*contract start date*” and ends on “*contract end date.*” Any renewal of the Agreement after expiry of the term is subject to negotiation between the two Parties and must be evidenced in writing.

2.2. Termination. Notwithstanding section 2.1 hereof, Telefilm may terminate the Agreement upon the occurrence of any of the following events:

- a) if the Contractor fails to remedy a breach of any of its contractual obligations under the Agreement or under any other agreement with Telefilm, including the unauthorized assignment of the Agreement, within [5] days of receipt of written notice to this effect from Telefilm;
- b) without notice or delay, if the Contractor becomes insolvent or bankrupt, or reorganizes its business within the meaning of the *Bankruptcy and Insolvency Act* (Canada), or if it takes steps or steps are taken against it for its winding-up or dissolution, or if a receiver or trustee is appointed for its property;
- c) without notice or delay, in the case of fraud, wilful misrepresentation or gross negligence by the Contractor;

d) at Telefilm's discretion, by giving the Contractor [30] days' written notice;

in which case Telefilm's obligations and responsibilities to the Contractor shall be limited to the amount owed to the Contractor as at the effective date of the termination, without other compensation.

3. Cost of the Services

[choose the cost and applicable method of payment, to be adjusted as needed]

3.1. Consideration. In consideration of the Services rendered, Telefilm agrees to pay to the Contractor a total amount of "*insert amount*" [or a maximum total amount of "*insert amount*"], plus all applicable taxes [or taxes included], according to the schedule of work (the "Schedule") appearing in Appendix A hereto. Each payment (or the sole payment, as the case may be) shall be payable by Telefilm in accordance with the Schedule within 30 days of receipt of a detailed invoice to this effect.

3.2. [insert or delete as needed] Expenses. Telefilm agrees to pay the reasonable and admissible portion of expenses incurred by the Contractor for travel outside the Metropolitan Montreal area undertaken at Telefilm's request. Telefilm shall be responsible for coordinating the Contractor's business travel, including planes, hotels and ground transportation. The expenses shall be reimbursed on the basis of the policies and procedures in force at Telefilm. The Contractor must provide Telefilm with a copy of the bills for expenses for which reimbursement is claimed.

3.3. Payment by direct deposit. The Contractor authorises Telefilm to make all payments due under this Agreement by way of direct deposit into the Contractor's bank account as specified in Appendix B and acknowledges being solely responsible for the accuracy of the banking information provided to Telefilm. The Contractor guarantees being the beneficiary of the bank account specified in Appendix B and undertakes to inform Telefilm as soon as possible in writing of any changes to this banking information. Telefilm shall incur no liability for any delay, inconvenience, expense or other loss arising as a result of incomplete or incorrect information provided by the Contractor. A notice via email will be sent by Telefilm to the following email address [*insert email address*] to confirm that the transaction has been processed.

3.4. No Benefits. The Contractor, its employees, agents, representatives and mandataries may not claim or require from Telefilm, including but not limited to, any of the following: vacation pay, sick leave, maternity/paternity leave, insurance and invalidity plans, pensions, health care, dental care or any other benefit available to Telefilm employees.

4. Representations and Warranties

The Contractor represents and warrants the following:

4.1. It is a duly incorporated company existing under its Act of incorporation, it is in compliance with all applicable laws governing its existence, the Contractor has the authority and capacity to sign the Agreement, which has been duly authorized, the Agreement is enforceable against it, and the signature of the Agreement and the performance of the related obligations do not violate its statutes, its regulations or any act, contract or agreement by which it is bound.

4.2. It is in accordance and in compliance with, and agrees to respect, all laws, regulations, ordinances, decrees or other binding statutory instruments affecting or governing the Contractor and the Services, and agrees moreover to respect all Telefilm policies, guidelines, rules and internal procedures.

4.3. It has the necessary qualifications, the expertise, experience, human resources and material required to provide the Services consistent with the terms and conditions of the Agreement, it holds all necessary

permits, licences and authorizations, as applicable, and it is in good standing with all regulatory bodies in its field.

5. Indemnification

5.1. The Contractor assumes all risks and responsibilities involved in performing the Services, including responsibility for the acts and omissions of persons in its employ, and it must take all measures necessary to avoid causing any damage to Telefilm or to third parties. To this end, the Contractor agrees to indemnify and hold harmless Telefilm from and against all claims, demands, complaints, actions, causes of action and responsibility of any sort, for any damages, losses, costs, injuries, property damages, resulting from any act or omission by the Contractor or by persons employed or engaged by it, in connection with the Services and the Agreement, including the fees, expenses and judicial and extrajudicial costs incurred by Telefilm.

6. Telefilm's Right to Audit

6.1. The Contractor agrees and consents that Telefilm shall have the right at all times during the term of this Agreement and for three years after the expiry of the term to examine any and all of its books, files and other documents relating to the Services rendered, to the Agreement, to the Contractor and/or to any legal entity which, in Telefilm's opinion, is a Related Party to the Contractor, as defined in Section 3840 of the Canadian Institute of Chartered Accountants Handbook, as amended, from time to time, and as this definition may be adapted by Telefilm ("Related Party"), and to make or receive extracts of these documents or to have them audited by an auditor of Telefilm's choosing. On reasonable notice to the Contractor and during regular business hours, Telefilm shall, at Telefilm's sole discretion, exercise its audit rights: (i) at the Contractor's place of business or any other place determined by Telefilm after consultation with the Contractor, and/or (ii) by receiving from the Contractor at the office of Telefilm any information or excerpts from documents requested by Telefilm. The payment by Telefilm for the Services rendered or the termination of the Agreement shall not limit Telefilm's right to audit for the purpose of verifying compliance and conformity with the Agreement.

7. Ownership and Confidentiality

7.1. Ownership and Assignment of Rights. In exchange for the consideration set forth in section 3 above, the Contractor, its employees, agents, representatives and mandataries hereby assign and agree to assign to Telefilm all rights, titles and interests that they own or could own in relation to the Services. The Contractor agrees to sign and, as applicable, to have its employees, representatives or mandataries sign, at Telefilm's request, any document deemed necessary by Telefilm to establish ownership.

7.2. Conflict of interest. The Contractor agrees to disclose to Telefilm, without delay, any situation or event having the effect of placing it directly or indirectly in a situation of real or apparent conflict of interest with Telefilm or a Telefilm client.

7.3. Confidential Information. The Contractor acknowledges that, under the Agreement, certain confidential information relating to the operations and business of Telefilm and its clients could be conveyed to it. Any information, verbal, written, printed, graphic, computerized or in any form or on any support whatsoever, be it in draft or final form, which is supplied to the Contractor, or to which the Contractor has access, constitutes confidential information ("Confidential information") and remains the exclusive property of Telefilm or of its clients, as the case may be.

Therefore, the Contractor agrees that no Confidential information that may be conveyed to the Contractor or to which it may have access will be disclosed to any person, business or corporation whatsoever at any time during and following the term of the Agreement without the prior written authorization of Telefilm.

Moreover, the Contractor agrees not to use said Confidential information for its own profit, nor to allow anyone to use said Confidential information at any time during and following the term of the Agreement. In addition, the Contractor must not permit the reproduction, in any form, of the Confidential information, in part or in whole, without first obtaining written authorization from Telefilm and taking all appropriate measures to keep the information confidential. The Contractor agrees to bind in writing its personnel and other mandataries involved in performing the Services by these confidentiality obligations.

The Contractor acknowledges that the disclosure of Confidential information can cause considerable harm and irreparable damage to Telefilm, which may not be possible to compensate sufficiently through the award of monetary damages. Therefore, in addition to any other remedy available at law or in equity, Telefilm shall be entitled to obtain injunctive relief or other just and equitable redress in the circumstances, without proof of actual damages.

The Contractor acknowledges responsibility for the Confidential information, books, material, reports, computerized reports, invoices, client lists and any document giving client names and addresses, as well as any equipment belonging to Telefilm that the Contractor may have in its possession by virtue of the Agreement.

Upon the termination or cancellation of the Agreement, the Contractor agrees to deliver forthwith to Telefilm, including but not limited to, the Confidential information and any material, books, reports, computerized reports, invoices, client lists and other documents, as well as any copies, on any support whatsoever, belonging to Telefilm that the Contractor may have in its possession by virtue of the Agreement, and/or, upon request by Telefilm, destroy the Confidential information in its possession.

7.4. Web Disclosure. The Contractor consents and authorizes Telefilm to disclose certain elements of the Agreement on its website, as needed, among other things the name of the Contractor, the type of services, the total amount of the consideration and the term.

8. Other

8.1. Independent Entrepreneur. The Agreement does not constitute and shall not be construed as an agency, partnership or employment relationship between the Parties, each one acting as an independent entrepreneur. The Contractor shall be solely responsible for the manner and way in which the Services are performed.

8.2. No Waiver. The failure by Telefilm to insist on the complete performance of any of the undertakings or obligations contained herein or to exercise any of its rights provided for herein shall not be construed as a future waiver of such right or of the complete performance of such undertaking or obligation. No waiver by Telefilm shall be valid unless set forth in writing and such waiver shall apply only to the rights and circumstances expressly mentioned therein.

8.3. Assignment. The Contractor may not assign to anyone its rights and obligations under the Agreement nor delegate the performance of any of its duties thereunder without Telefilm's prior written consent.

8.4. Amendment. The Agreement may not be amended, changed or modified except by agreement in writing executed by both parties.

- 8.5. Severability.** The invalidity of a provision or part of a provision of the Agreement shall not nullify the other provisions or part of provisions, which shall remain in force, in whole or in part.
- 8.6. Further Assurances.** The Parties agree to do and sign or cause to have done or signed from time to time, all other deeds, documents, instruments or things that Telefilm may reasonably request for the purpose of giving effect to the Agreement.
- 8.7. Laws.** The Agreement shall be subject and interpreted according to the laws of the Province of Quebec and the courts of the Province of Quebec shall have exclusive jurisdiction to resolve any dispute between the Parties.

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the date first given herein.

TELEFILM CANADA

By:

Name:

Title:

And by:

Name:

Title:

“CONTRACTOR NAME”

By:

Name:

Title:

INTERVENTION

Intervening herein, "*Name of person rendering the services,*" (hereinafter "the Intervener") acknowledges having read the Agreement and having understood its nature and scope, and agrees to comply with the terms and obligations thereof, notably with regard to obligations related to confidentiality and indemnification. The Intervener hereby assigns and agrees to assign to Telefilm all rights, titles and interests that he or she owns or could own in relation to the Services and the work performed, and agrees to sign upon request by Telefilm any document deemed necessary by Telefilm to establish ownership.

Signed on _____

"Name and title of natural person (or Contractor employee/representative) rendering the Services"

APPENDIX A
DESCRIPTION OF THE SERVICES

The Services to be provided by the Contractor include, among other things, the following duties and responsibilities:

“to complete”

The Contractor agrees to comply with the following timeframe during the term of the Agreement:

“to complete – if there is no timeframe, indicate NIL”

CONSIDERATION

MILESTONES AND/OR DELIVERABLES		PAYMENT AMOUNTS
		(payable consistent with subsection 3.1)
Description	Date	
Total [maximum]		<i>“insert total amount, which must match subsection 3.1”</i>
<p>*In no case may the total consideration for the Services exceed the total unless the Parties have concluded a written agreement to this effect.</p>		

